

SERIAL 07087 RFP HUMAN RESOURCE INFORMATION SYSTEM AND RELATED SERVICES (TRANSACTION PROCESSING)

DATE OF LAST REVISION: September 21, 2016

CONTRACT END DATE: June 30, 2026

CONTRACT PERIOD THROUGH ~~JULY 01, 2016~~ ~~JUNE 23, 2016~~ JUNE 30, 2026

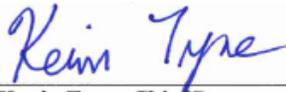
TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **HUMAN RESOURCE INFORMATION SYSTEM AND RELATED SERVICES (TRANSACTION PROCESSING)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **November 14, 2007 (The Go-Live date was June 19, 2011 see section 1.1).**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.



Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

BW/at

Attach

Copy to: Office of Procurement Services
Andrew Mesquite, Human Resources

(Please remove PeopleSoft contract from your contract notebooks)



CONTRACT PURSUANT TO RFP

SERIAL 07087-RFP

This Contract is entered into this 14th day of November, 2007 ("Effective Date") by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and ADP, Inc., a Delaware corporation ("Contractor" or "ADP") for the purchase of HUMAN RESOURCE INFORMATION SERVICES.

1.0 TERM

1.1 **Renewal Term:**

Effective 7/1/2016 through June 30, 2026.

~~1.2 This Contract is for a term commencing on the Effective Date and ending on the fifth (5th) anniversary of the date of the Go Live Date plus sixty (60) days (the "Initial Term"). For purposes of this Contract, "Go Live" or "Go Live Date" or "First Productive Use" shall mean the first date when County uses the Services specified in section 4.1 in a live production mode as opposed to a test or training mode.~~

~~1.3 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional terms up to a maximum of TEN (10) years, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.~~

2.0 PAYMENT

2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "**A and A-1.**"

2.1.1 Fees for Services. County will pay ADP for the Services at the fees shown in Exhibit A. County will pay those fees regardless of which entity in the County Group receives the Services. Reasonable travel and out-of-pocket expenses are payable by County in addition to the fees in Exhibit A. ADP agrees to follow the Maricopa County Contractors Travel Policy Exhibit C.

2.1.2 Taxes. County will pay directly, or will pay to ADP, an amount equal to all applicable taxes or similar fees levied or based on this Agreement or the Services, exclusive of taxes based on ADP's net income.

2.1.3 Payment Terms. County will pay all invoices in full within 30 days of invoice date. Contractor will invoice as specified in Section 2.1.5 below. All amounts not paid when due are subject to a late payment charge as allowable under Arizona State law of the past due amount from the due date until the date paid.

2.1.4 Payment shall be made upon the County's receipt of a properly completed invoice as set forth in Section 2.2 below. In addition, Implementation Services, operational costs, travel and other costs will be based on the payment schedule detailed below:

- 2.1.5 The Contractor will invoice monthly for fees as Services are rendered, for fees charged against each identified implementation deliverable as set forth in the Exhibit A. Payment of invoices for each implementation deliverable will be due and payable as specified in Section 2.1.3 above.
- 2.1.6 Notwithstanding Section 2.1.5 above, the Implementation Service fees specified in Exhibit A will be invoiced monthly as Services are rendered. County will withhold twenty percent (20%) of the Implementation Services fees until the anticipated go-live date of July 2008. Such amount will be paid within 30 days following the go live date.
- 2.1.7 All monthly operational, maintenance, and other recurring monthly fees whose payment terms are not otherwise identified in this Section 2.1 shall be paid within thirty (30) days from the date of invoice which shall be sent as Services are rendered. .
- ~~2.1.8 County payments for third party services included in the Services (NEOGOV) will be paid for in full within thirty (30) days following the date that such third party services and system becomes fully operational.~~
- 2.1.9 Travel and all non-specified costs (i.e. change orders etc.) will be paid within thirty (30) days from the date of invoice.

2.2 INVOICES AND PAYMENTS:

- 2.2.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:
 - 2.2.1.1 Company name, address and contact
 - 2.2.1.2 County bill-to name and contact information
 - 2.2.1.3 Contract Serial Number
 - 2.2.1.4 County purchase order number
 - 2.2.1.5 Invoice number and date
 - 2.2.1.6 Payment terms
 - 2.2.1.7 Date of service
 - 2.2.1.8 Quantity of employees
 - 2.2.1.9 Contract Item number(s)
 - 2.2.1.10 Description of Purchase (product or services)
 - 2.2.1.11 Pricing per unit of purchase
 - 2.2.1.12 Extended price
 - 2.2.1.13 Total Amount Due

Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

- 2.2.2 Payment will be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).
- 2.2.3 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.0 DEFINITIONS.

Capitalized words in this Contract and Exhibits that are not otherwise defined have the meanings shown below, for both singular and plural forms.

- 3.1 “ADP Products” means the Application Programs, tutorials and related documentation delivered to County by ADP.
- 3.2 “Additions Schedule” means a written supplement to this Agreement, signed by County and ADP, describing additional Services to be provided by ADP to County.
- 3.3 “Agreement” means this contract and all Exhibits and Additions Schedules that supplement this Agreement, as amended from time to time.
- 3.4 “Application Programs” means the computer software programs and modules delivered to County by ADP as part of the Services but excludes pre-packaged third party software and custom programs developed by ADP for County.
- 3.5 “Business Day” means any day except a Saturday, a Sunday, or a Federal holiday.
- 3.6 “County Group” means County, County’s majority owned subsidiaries, and affiliates of County. Affiliates are listed in Section 1 of Exhibit A.
- 3.7 “County Infringement Event” means (i) any change, or enhancement in the ADP Products made by County or any third party for the County, (ii) County's use of the ADP Products except as permitted under this Agreement or in combination with any hardware, software or other materials not expressly authorized by ADP, (iii) County's use of other than the most current release of the ADP Products that results in a claim or action for infringement that could have been avoided by use of the current release, or (iv) the provision by County to ADP of materials, designs, know-how, software or other intellectual property with instructions to ADP to use the same in connection with the Services.
- 3.8 “Confidential Information” means all information that is confidential or proprietary provided by the disclosing party to the receiving party for use in connection with the Services, but does not include (i) information the receiving party already knows (ii) information that becomes generally available to the public except as a result of disclosure by the receiving party in violation of this Agreement, and (iii) information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis. Confidential Information also includes all trade secrets, processes, proprietary data, information or documentation or any pricing or product information the disclosing party provides to the receiving party.
- 3.9 “Services” means the services described in each Exhibit, the services in each Additions Schedule, and any other services that ADP provides to County at County’s request.
- 3.10 “Termination Event” means with respect to any party, (i) that party becomes the subject of a proceeding under the Bankruptcy Code, (a) seeking the appointment of a trustee, receiver or custodian or (b) seeking the liquidation, winding-up, dissolution, reorganization or the like of such party, and the proceeding is not dismissed within 30 days of its commencement, or (ii) that party’s Standard and Poor’s issuer credit rating is BB or below. If part (i) of this Section 3.10 occurs with respect to County, County agrees to promptly seek court authorization to pay all fees as an administrative expense.

4.0 DUTIES

- 4.1 The Contractor shall perform all duties stated in ~~Exhibit “B” (Statement of Work), B-1 (Implementation Services), B-2 (Enterprise Services), B-3 (Time and Labor Management Services), B-4 (Payroll services), B-5 (Benefits Administration Services), B-6 (NeoGov Recruiting Services), B-7 (Tax Filing Services), B-8 (TOTALPAY Services), B-9 (COBRA Services), B-10 (Service Level Agreement), B-11 (Project Plan), B-12 (Business Analysis/Fit Gap Plan) and B-13 (Vendor Response Matrix)~~ **EXHIBIT B-14 (Single Sign On)**
- 4.2 Contractor shall follow the Maricopa County Contractor Travel Policy in effect on the date such travel is incurred for all travel. A copy of such Maricopa County Contractor Travel Policy as of

the Effective Date is attached hereto as Exhibit C. County will provide Contractor with updated copies of Exhibit C as such document is revised.

4.3 THE SERVICES.

4.3.1 Use of Services. County will follow the instructions and reasonable policies established by ADP from time to time and communicated to County. County will use the Services only for the internal business purposes of the County and the County Group. County agrees that each of the entities included in the County Group must comply with each of the provisions contained in this Agreement applicable to the County. County will provide to ADP access to County's systems, and will maintain its internal systems, equipment and software, as required in order for ADP to provide the Services. County agrees to procure and maintain appropriate licenses to the software and other works in respect of which interfaces are to be delivered or maintained by ADP as part of the Services.

4.3.2 Accuracy of County Information, Review of Output. All Services will be based upon information provided to ADP by County and County is responsible for the accuracy and timely input of all such information. Upon receipt from ADP, County will promptly review all payroll registers, disbursement records, reports and documents produced by ADP for accuracy, validity and conformity with County's records. County will promptly notify ADP of any error or omission discovered by County or any discrepancy between the information provided by ADP and County's records and will not distribute any paycheck or rely on any record, report or document containing any discovered error, omission or discrepancy until such error, omission or discrepancy, has been corrected. County will be responsible for the consequences of any instructions County may give to ADP.

4.3.3 Compliance with Laws. The Services are designed to assist County in complying with its applicable legal and regulatory responsibilities. Nevertheless, County (and not ADP) will be responsible (i) for compliance by County with all laws and governmental regulations affecting its business and (ii) for any use County may make of the Services to assist it in complying with such laws and governmental regulations.

4.3.4 Communication Lines. Except as otherwise provided in this Agreement, if the Services require the use by County of communication lines to connect to ADP facilities, County will be responsible for those communication lines. County will pay all installation, use, service and repair charges for the communication lines. ADP will not be responsible for the reliability or availability of the communication lines used by County to access the Services.

4.3.5 Additional Services. If County requests additional services not included in this Agreement, and ADP agrees to provide those services, (i) those services will be included in an Additions Schedule to be signed and attached to and made a part of this Agreement, (ii) any Services provided to County but not included in an Additions Schedule will be subject to the applicable terms of this Agreement, and (iii) unless otherwise agreed in writing, County will pay ADP's then prevailing fees for those Services.

4.4 The Contractor shall perform services at the location(s) and time(s) stated in Exhibit "B," or as otherwise mutually agreed upon by the parties.

4.5 During the Contract term, County shall provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

5.0 Indemnification and Insurance:

5.1 ADP's Negligence and Breach of the Agreement Indemnification. Subject to Section 6.0 and the remainder of this Section, ADP shall defend County from and against any third party suit or cause of action and indemnify and hold County harmless from and pay on behalf of County damages

awarded to third parties in any such suit or cause of action (including reasonable attorneys' fees and court costs awarded to such third parties), arising from or claimed to have arisen from the breach of ADP's obligations under this Agreement or ADP's negligence, except to the extent such suit, cause of action or damages, costs or expense arise from the negligence or willful misconduct of County; provided that, (i) ADP is promptly notified in writing of such suit or cause of action, (ii) ADP controls any negotiations or defense and County assists ADP as reasonably required by ADP, and (iii) County takes all reasonable steps to mitigate any potential damages that may result.

- 5.2 ADP's Willful Misconduct Indemnification. Subject to the remainder of this Section, ADP shall defend County from and against any third party suit or cause of action and indemnify and hold County harmless from and pay on behalf of County damages awarded to third parties in any such suit or cause of action (including reasonable attorneys' fees and court costs awarded to such third parties), arising from or claimed to have arisen from ADP's willful misconduct, except to the extent such suit, cause of action or damages, costs or expense arise from the negligence or willful misconduct of County; provided that, (i) ADP is promptly notified in writing of such suit or cause of action, (ii) ADP controls any negotiations or defense and County assists ADP as reasonably required by ADP, and (iii) County takes all reasonable steps to mitigate any potential damages that may result.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

5.3 INSURANCE REQUIREMENTS:

During the term of this Agreement, ADP shall maintain the following insurance coverage in at least the following amounts:

- 5.3.1 Workers' Compensation with statutory limits required by each state exercising jurisdiction over the ADP associates engaged in performing services under this agreement.
 - 5.3.2 Employer's Liability coverage with a minimum limit of \$500,000 for bodily injury by accident or disease.
 - 5.3.3 Commercial General Liability coverage (including products and completed operations, blanket or broad form contractual, personal injury liability and broad form property damage) with minimum limits of one million dollars (\$1,000,000) per occurrence for bodily injury/property damage and one million dollars (\$1,000,000) for personal injury and products/completed operations.
 - 5.3.4 Business Automobile Liability coverage (covering the use of all owned, non owned and hired vehicles) with minimum limits (combined single limit) of one million dollars (\$1,000,000) for bodily injury and property damage.
 - 5.3.5 Excess or Umbrella Liability coverage with a minimum limit of two million dollars (\$2,000,000) coverage in excess of the coverage as set forth in items b, c, and d above.
 - 5.3.6 Employee Dishonesty (Fidelity) and Computer Crime coverage (for losses arising out of or in connection with any fraudulent or dishonest acts committed by employees of ADP, acting alone or in collusion with others) with a minimum limit of ten million dollars (\$10,000,000).
 - 5.3.7 Errors and omissions coverage with a limit of ten million dollars (\$10,000,000).
- 5.4 Subject to ADP's right to self-insure coverage as set forth below, the foregoing coverages shall be maintained with insurers which have an A.M. Best rating of A- or better and /or an equivalent rating from a recognized insurance company rating agency.

ADP's policies shall be primary and any insurance maintained by County is excess and noncontributory. ADP will name County as an additional insured to items 5.3.3 and 5.3.4 listed above. Promptly upon County's written request for same, ADP shall cause its insurers or insurance brokers to issue certificates of insurance evidencing that the coverages required under this Agreement are maintained and in force. In addition, ADP will use reasonable efforts to give thirty days notice to County prior to cancellation or non-renewal of any of the policies providing such coverage; provided, however that ADP shall not be obligated to provide such notice if,

concurrently with such cancellation or non-renewal, ADP provides self-insurance coverage as described below or obtains coverage from another insurer meeting the requirements described above.

Notwithstanding the foregoing, ADP reserves the right to self-insure coverage, in whole or in part, in the amounts and categories designated above, in lieu of ADP's obligations to maintain insurance as set forth above, at any time. Promptly upon County's written request for same, ADP shall deliver certificates of insurance to confirm what coverage is in place.

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

6.0 LIMITATION OF LIABILITY.

- 6.1 **Errors and Omissions.** Subject to (i) any claim arising under Sections 5.1 and 5.2, (ii) any claim by County under Section 6.0 or (iii) any section in the Exhibits titled "Further Limitation of Liability," ADP's liability for claims of any type or character arising from errors or omissions in the Services that are caused by ADP shall be to correct the affected County report, data or tax agency's filings, as the case may be. Upon the request of County, ADP will correct any error or omission made by ADP in connection with the Services at no additional charge to County.

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

- 6.3 **Limit on Monetary Damages.** Notwithstanding anything to the contrary contained in this Agreement, ADP's liability under this Agreement for damages (monetary or otherwise) under any circumstances for claims of any type or character arising from or related to a particular Service will be limited in each instance to the amount of actual damages incurred by County, provided, however, that ADP's aggregate liability hereunder in any calendar year (other than and subject to Sections 5.2 and 7.2 of this Contract) will not exceed the average charge for one processing paid by County to ADP for the affected Service during such calendar year. If County continues to receive Services, any such monetary damages shall be paid to County by way of a credit against future fees payable. The Exhibits attached to this Agreement may contain provisions further addressing the liability of ADP for monetary damages.

- 6.4 **No Consequential Damages., NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY AND EXCEPT FOR A PARTY'S OBLIGATIONS TO PAY THIRD PARTY DAMAGES UNDER AND IN ACCORDANCE WITH SECTION 5.1, 5.2, 7.2 and 7.3, NEITHER ADP NOR COUNTY WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES (INCLUDING LOST PROFITS) THAT THE OTHER PARTY MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

- 6.5 **DISCLAIMER OF WARRANTIES.**

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ADP EXPRESSLY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS WITH RESPECT TO THE SERVICES, THE ADP PRODUCTS, CUSTOM PROGRAMS OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP.

7.0 INTELLECTUAL PROPERTY.

- 7.1 **Ownership of Proprietary Rights.** The ADP Products will at all times remain the exclusive, sole and absolute property of ADP or the third parties from whom ADP has obtained the right to use

the ADP Products. Except for the license granted to County in this Agreement, County will have no interest in the ADP Products. All rights, title and interest in or to any copyright, trademark, service mark, trade secret, and other proprietary right relating to the ADP Products and the related logos, product names, etc. are reserved and all rights not expressly granted are reserved by ADP and such third parties. County may not obscure, alter or remove any copyright, trademark, service mark or proprietary rights notices on any ADP Products.

- 7.2 ADP Infringement Indemnity. ADP will defend County in any suit or cause of action alleging that the ADP Products as provided by ADP and used in accordance with the terms of this Agreement infringe upon any United States patent, copyright, trade secret, or other proprietary right of a third party. ADP will pay damages assessed, including reasonable attorneys' fees and settlement amounts, against County in any such suit or cause of action, provided that, (i) ADP is promptly notified in writing of such suit or cause of action, (ii) ADP controls any negotiations or defense and County assists ADP as reasonably required by ADP, and (iii) County takes all reasonable steps to mitigate any potential damages that may result. The foregoing infringement indemnity will not apply and ADP will not be liable for any damages assessed in any suit or cause of action to the extent resulting from a County Infringement Event. If any ADP Product is held or believed to infringe on any third-party's intellectual property rights, ADP may, in its sole discretion, (a) modify the ADP Product to be non-infringing, (b) obtain for County a license to continue using such ADP Product, or (c) if neither (a) nor (b) are practical, terminate this Agreement as to the infringing ADP Product and return to County any unearned fees paid by County to ADP in advance. This Section (7.2) states ADP's entire liability and County's exclusive remedies for infringement of intellectual property rights of any kind.
- 7.3 County Infringement Indemnity. County will defend ADP against, and pay damages assessed in, any suit or cause of action alleging infringement upon any United States patent, copyright, trade secret, or other proprietary right of a third party, to the extent that any such suit or cause of action results from an allegation of a County Infringement Event.

8.0 GENERAL PROVISIONS.

- 8.1 Protection of County Files. ADP will take reasonable precautions to prevent the loss of or alteration to County's data files in ADP's possession. County will, to the extent it deems necessary, keep copies of all source documents of the information delivered to ADP or inputted by County or on behalf of County into the ADP system and will maintain a procedure external to the ADP system for the reconstruction of lost or altered data files.
- 8.2 Employee and Plan Participant Access. County shall ensure that its employees and plan participants ("Users") who access the Services or the System comply with any on-line terms. ADP may suspend or discontinue access to the Services by any User if ADP reasonably believes that such User has violated such terms or is otherwise using the Services in an inappropriate manner. County shall take any and all actions reasonably necessary to maintain the privacy of User names and passwords for the Services and the System.
- 8.3 Nondisclosure. All Confidential Information disclosed under this Agreement will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information. The receiving party will limit access to Confidential Information to its employees with a need to know the Confidential Information and will instruct those employees to keep the information confidential. It is understood, however, that ADP may disclose the County's Confidential Information on a need to know basis to its subcontractors who are performing Services for the County, provided those subcontractors have executed confidentiality agreements and further provided that ADP shall remain liable for any unauthorized disclosure of the County's Confidential Information by those subcontractors. In addition, ADP will establish and follow reasonable security measures to prevent unauthorized access to County's data files. Notwithstanding the foregoing, the receiving party may disclose Confidential Information (i) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, (ii) as appropriate to respond to any summons or subpoena or in connection

with any litigation and (iii) to the extent necessary to enforce its rights under this Agreement. Upon the request of the disclosing party, the receiving party will return or destroy all Confidential Information of the disclosing party that is in its possession. The provisions of this Section 8.3 will survive the termination of this Agreement.

- 8.4 No Solicitation of Employees. Neither party will recruit or solicit the other's personnel or employees that have become known to a party as a result of the Services performed until the earlier of one year after (i) the termination of this Agreement or (ii) that person is no longer employed by the other party. The provisions of this 8.4 will survive the termination of this Agreement.
- 8.5 During the course of the contract, Maricopa County reserves the right to require ADP to reassign or otherwise remove from the project, without cause or further explanation, any ADP employees or sub-contractors found unacceptable by Maricopa County. Maricopa County reserves the right to accept or reject any proposed or assigned consultant, without cause, at any time during the duration of the project. If any team member leaves ADP's employment, ADP will provide the County with a comparable replacement and give the County two weeks (at no cost) to complete project knowledge transfer and give final approval for the replacement.
- 8.6 Independent Contractors. The performance by ADP of its duties and obligations under this Agreement will be that of an independent contractor and nothing contained in this Agreement will create or imply an agency, joint venture or partnership between ADP and County. Neither the employees of ADP nor ADP's subcontractors will be considered employees or agents of County. Unless expressly stated in this Agreement, none of ADP, its employees or its subcontractors may enter into contracts on behalf of, bind, or otherwise obligate County in any manner whatsoever. ADP shall be responsible for the acts or omissions of any ADP subcontractors to the same extent that ADP is responsible for its own actions under this Agreement.
- 8.7 Use of Services via the Internet. This provision applies to any Services which are being provided to County via the Internet or which County may access via the Internet. Data transmitted through the Internet is encrypted for County's protection. However, the security of transmissions over the Internet can never be guaranteed. ADP is not responsible for County's access to the Internet, for any interception or interruption of any communications through the Internet, or for changes to or losses of data through the Internet. In order to protect County and County's data, ADP may suspend County's use of the Services via the Internet immediately, without notice, pending an investigation, if any breach of security is suspected.
- 8.8 Use Outside the U.S. Except as otherwise specifically agreed by ADP and the County in writing, County will use the Services and the ADP Products only in the U.S. For any agreed upon use of the Services or the ADP Products outside the U.S., County agrees to comply with any applicable export restrictions, laws and regulations imposed from time to time by the governments of the U.S. or the other country, if any, in which the ADP Products will be used by County.

9.0 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed as shown below and are required to be in writing and will be duly given and effective immediately if delivered in person or five Business Days after mailed by certified mail return receipt requested or upon confirmation of signature recording delivery, if sent via a nationally recognized overnight courier service with signature notification requested

For County:

Maricopa County

~~Department of Materials Management~~
Office of Procurement Services
Attn: Chief Procurement Officer ~~Director of Purchasing~~
320 West Lincoln Street
Phoenix, Arizona

For Contractor:
ADP, Inc.
5800 Windward Parkway
Alpharetta, GA 30005
Attention: General Manager, ADP Enterprise Services

A copy of all communications to ADP of a legal nature must be sent to ADP, Inc., One ADP Boulevard, MS 425, Roseland, New Jersey 07068, Attention: General Counsel

10.0 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted one hundred and twenty (120) days prior to the Contract expiration. Requests for adjustment in cost of labor and/or services must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

11.0 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

11.1 Maricopa County shall have the right to terminate this contract at the completion of the Business Analysis (Fit/Gap) process (60 days estimated) if this process reveals any reasons that the County would not want to complete the installation and have ADP provide these services. If the County terminates the contract at that time, the County shall pay ADP all charges and expenses that were incurred in the completion of this process.

12.0 TERMINATION FOR DEFAULT:

12.1 In addition to any termination rights in other Exhibits, if (i) ADP fails to perform any material obligation under this Agreement and that failure continues for 60 days after ADP receives written notice from County specifying in reasonable detail the nature of that failure, or (ii) a Termination Event occurs with respect to ADP, County may terminate this Agreement by further written notice to ADP.. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

12.2 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

12.3 Termination by ADP. In addition to any termination rights in the Exhibits, if (i) County fails to pay any amount due under this Agreement within 30 days after the due date, (ii) County fails to perform any other material obligation and that failure continues for 60 days after County receives written notice from ADP specifying in reasonable detail the nature of that failure, or (iii) a Termination Event occurs with respect to County, ADP may terminate this Agreement by further written notice to County.

12.4 Effect of Termination. Upon expiration or termination of this Agreement, or any Exhibit or Additions Schedule or any Services for any reason, (i) all licenses and other rights granted to County under the respective Exhibit or Additions Schedule or in connection with the terminated Services, will become null and void, (ii) all materials provided by either party to the other under the respective Exhibit or Additions Schedule or in connection with the terminated Services, will be

returned within five Business Days after the effective date of termination, and (iii) all earned and unpaid fees and expenses will become immediately due and payable. Each party's termination rights in this Agreement are cumulative and are in addition to all other rights and remedies available to the parties. All County's data is Confidential Information and will at all times remain the exclusive, sole and absolute property of County.

12.5 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

13.0 OFFSET FOR DAMAGES;

13.1 In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

13.2 **If ADP makes a change or revision to a software application that causes the application or business process not to perform as previously configured, subject to Section 6.3 of the Agreement, the hourly cost to the County to have the problem corrected using County resources may be billed back to ADP based upon the total number of hours used, multiplied by \$100.00 per hour, provided that prior to correction of the problem and commencement of any work, (i) the County works with ADP on the scope, impact, and resolution to correct the issue, and (ii) the parties mutually agree in writing on the expense to be billed to ADP, including documentation of the number of hours to be worked.**

14.0 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract pursuant to mutual agreement of the parties. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

15.0 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract or material portion thereof to any other party or assign any portion of the Services to an off-shore entity for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project

16.0 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

17.0 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. Contractor will supply to County, including County, Federal or State auditors, (at no charge) Contractor's billing records and supporting documents. Contractor will also reply to all billing questions in support of such County audit. Billing audits are conducted at the County's location (not Contractor's facilities).

18.0 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

19.0 ALTERNATIVE DISPUTE RESOLUTION:

19.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

19.1.1 Render a decision;

19.1.2 Notify the parties that the exhibits are available for retrieval; and

19.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

19.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

19.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

20.0 MISCELLANEOUS PROVISIONS.

20.1 Injunctive Relief. In the event of an actual or impending breach of Section 8.3 or 8.4, the non-breaching party, in addition to any remedy available at law, will be entitled to seek equitable relief, including injunction and specific performance.

20.2 No Third Party Beneficiaries. Nothing in this Agreement creates, or will be deemed to create, third party beneficiaries of or under this Agreement. COUNTY AGREES THAT OTHER THAN ADP'S OBLIGATIONS TO COUNTY IN THIS AGREEMENT, ADP HAS NO OBLIGATION TO ANY THIRD PARTY (INCLUDING, WITHOUT LIMITATION, COUNTY'S EMPLOYEES AND/OR ANY TAXING AUTHORITIES) BY VIRTUE OF THIS AGREEMENT.

20.3 Force Majeure. Any party to this Agreement will be excused from performance under this Agreement for any period of time that the party is prevented from performing its obligations under this Agreement due to an act of God, war, earthquake, civil disobedience, court order, or other cause beyond the party's reasonable control. Such non-performance will not constitute grounds for default.

20.4 Waiver. The failure by any party to this Agreement to insist upon strict performance of any provision of this Agreement will not constitute a waiver of that provision.

20.5 Use of County's Name. ADP may use County's name for promotional purposes subject to County's prior written consent (separate and apart from this agreement).

21.0 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

22.0 RIGHTS IN DATA:

The County shall own and have the use of all County's data, including data contained in reports resulting from this Contract, without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any reasonably available information that is relevant to this Contract and to the performance hereunder.

23.0 ADP ENTITY.

Notwithstanding the use in this Contract of the term "ADP", to the extent the provisions in this Contract are applicable to the particular Services described in the Exhibits attached, each of the rights and obligations in this Agreement are applicable to and assumed by ADP and/or the wholly-owned subsidiary of Automatic Data Processing, Inc. which may be designated as the service provider in a particular Exhibit. ADP shall be responsible for the performance of such subsidiary (ies).

24.0 INTER GOVERNMENTAL AGREEMENTS:

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the Contractor awarded this service, a member of \$AVE may access this contract. It is also the County's intent to offer the use of this contract to not only \$AVE members but to any political entity that the County has an Inter Governmental Agreement (IGA) with.

25.0 INTEGRATION:

This Contract (including all exhibits) represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

26.0 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

27.0 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

27.1 **A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,**

27.2 **That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.**

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

[Signature]

AUTHORIZED SIGNATURE

Regina Lee

PRINTED NAME AND TITLE

5800 Windward Parkway
ADDRESS Alpharetta, GA 30005

DATE

MARICOPA COUNTY

BY:

[Signature]
CHAIRMAN, BOARD OF SUPERVISORS

ATTESTED:

[Signature]
CLERK OF THE BOARD 111407

APPROVED AS TO FORM:

[Signature]
DEPUTY MARICOPA COUNTY ATTORNEY



NOV 30 2007

DATE

NOV 30 2007

DATE

11/30/07

DATE

07087 EXHIBIT A

Service and Fee Schedule

1.0 THE CLIENT GROUP.

Maricopa County, Arizona

2.0 TERMINATION DATE.

SEE CONTRACT

3.0 FEE CHANGES

SEE SECTION 1.0 AND SECTION 10.0 OF CONTRACT

4.0 PAYROLL AND TOTALPAY SERVICES AND FEES.

Service	Fee Per Processing (unless otherwise noted)
Payroll and TotalPay Services (see additional fee below for TotalPay Cards)	\$1.26 per calculated pay item
Standard Payroll Reports	Included
Check Signing	Included
Check Stuffing	Included
TotalPay Card	\$1.50 per card issued
Benefit Accrual Calculations (WILL BE DONE IN ENTERPRISE eTIME vs. PAYROLL)	Included
Wage Garnishment Processing Service	\$0.04 per employee
Wage Garnishment Payment Service	\$1.60 per payment sent
WGPS Lien Interpretation	\$15.00 per lien
WGPS Call Center	\$5.50 per call
GTL Automated Calculations	Included
GL Interface	Included
New Hire Reporting Service Fee	\$1.60 per transmission record
Checkview	Included
Import/Export Utility	Included
Year End Services (W2)	\$3.00 per form
Split Wraps (if required)	\$6.75 per split
Pulls (if required)	\$12.00 per pull
Inserts (if required)	\$.15 per insert
ADPCheck Cancelled Check Copies (if required)	\$25.00 per check copy
Voids/Stops/Reversals	\$12.00 per transaction

SERIAL 07087-RFP

Garnishment Services — Eligible employee per month will be determined by annual Census. This Census, unless otherwise agreed upon by both parties, will be conducted each June (last pay period) via query from EV5 and will establish an Eligible number equal to all active or leave status employees minus all active temporary election workers found in pay group ELE.

This approved Census number will be used by ADP for the purpose of invoicing ADP Garnishment Services fees for the twelve month period following the June census in an amount equal to \$.04 per Eligible times the number of pay periods per month.

Actual number of users and usage minutes will vary.

Description	# users	Rate Per User/Usage Month	Total /Month
ADP eTimePhone User Fees	1-1000	\$2.39 per user	varies
ADP eTimePhone User Fees	>1000	\$2.12 per user	varies
ADP eTimePhone Usage Fees		\$.05 per minute	varies
Hardware Support and Maintenance		Included	Included
			Example: 1000 users —& 20,000 minutes use = \$ 3390.00 per month

Misc Supplies Description	# Clocks	Rate	Estimated Total
Prox Badges —each (if current proxy badges are not used)	2,000	\$6.50	\$13,000
ADP Battery Backup —(required if using Power over Ethernet)	70	\$210	14,700
			Hardware Orders Require Written Authorizations

IMPLEMENTATION and ADDITIONAL TRAINING FEES

Description			Total / One Time
Standard Course Description			
Data Collection Manager (DCM) Training — 2 day course, held in Jacksonville, FL	Current Rates	\$1000/person + Travel Expense	Varies
Installation support : Clocks come with installation template and are shipped ready to hang. Client to provide power and communications line. Assumptions: > Device power sources working and ethernet ports communicating > Device proximity readers attached successfully to clocks > Devices installed successfully at all locations and “at clock” programming steps completed > Employee clock id’s successfully populated in eTime person records > Clock Info spreadsheet completed successfully and returned to ADP		no charge	0
DCM configuration, establish clock communication, unit testing, initial issue resolution: 24 hrs onsite, 16 hours remote support	40 hours	133.00 per hour	Estimated Fee 5,320
Estimated Travel Expense			Estimated T&E 2,000
Support during pre go live testing involving a larger test population or potentially the entire badging population: 40 hrs	40 hours	133.00 per hour	Estimated Fee 5,320

	Additional Training Requires Written Authorization

Full Service Garnishment Services Fees

Description	Per	Rate	Total / Month
ADP Garnishment Services Lien Interpretation and Set Up	Lien/Garn	\$15.00	Sum of All New Orders x \$15.00
ADP Garnishment Services Processing Fee	Pay	\$0.04	Total Pays Per Month x \$0.04
ADP Garnishment Services Payment Services	Check	\$1.60	Varies
ADP Garnishment Services Third Party Caller Support	Third Party Inbound Call	\$5.50	Varies

5.0 TAX FILING SERVICES AND FEES.

Tax filing, (Based on number of checks etc. paid)	\$.08 per calculated pay item
First state and first local jurisdiction per company code	N/C
Each additional state or local jurisdiction per company code	\$8.00 per month

Amended returns, exception returns and other optional tax services are billed at ADP's then prevailing rates for such services.

6.0 IMPLEMENTATION SERVICES AND FEES.

6.1 Implementation Services.

The Implementation Services are described in Exhibit B-1, which is attached hereto and made a part hereof.

6.2 Implementation Services Fees.

Enterprise Payroll Services guided implementation based on scope of Services identified in Exhibit B-1	\$2,155,250
Implementation Services for NEOGOV	\$18,000 One Time Charge

*Includes implementation fees for all Services included in this Agreement as of the Effective Date

Fixed Bid;

The one time fixed fee of \$2,155,250 for Implementation Services will be invoiced at milestones as follows:

Project Startup	\$107,762.50
Analysis	\$431,050
Configuration	\$754,337.50
Conversion	\$107,762.50
Validation	\$323,287.50
Production*	\$431,050

*Client will withhold 20% of implementation fees until the anticipated production (GO LIVE DATE PLUS 30 DAYS) of August 2008

NEGOV Implementation will be billed as follows: Total \$18,000

Contract Signature	\$9,000
Go Live	\$9,000

NEGOV Training of \$9,000 will be paid at the completion of training. Client will withhold 20% of implementation fees until the anticipated production (GO LIVE DATE PLUS 30 DAYS) of August 2008.

Any additional Implementation Services as specified by Change Control will be billed monthly as incurred at the following rates:

Manager	\$133 per hour
Principal	\$133 per hour
Senior Consultant	\$133 per hour
Consultant	\$133 per hour

Any work performed by the Solutions Center will be billed at the consultant rate of \$133 per hour.

7.0 ADP ENTERPRISE SERVICES AND FEES.

7.1 Application Programs.

- 7.1.1 The license location is ADP's hosting center.
- 7.1.2 The number of active employees is currently 13,000.
- 7.1.3 The Application Programs are listed below:

	Vendor	Product	Maximum Number of Users	User Type	Number of Copies
A. Applications					
	ADP, Inc.	Enterprise HR	N/A	N/A	1
	ADP, Inc.	Enterprise Payroll	N/A	N/A	1
B. Databases					
	Oracle Corporation	Oracle Database Server Run Time Users	Unlimited	Concurrent Users	1
	Microsoft	MSDE	1	Single	1
C. Reportwriters					
	<u>ADP, Inc.</u>	<u>ADP Reporting</u>	<u>N/A</u>	<u>N/A</u>	<u>1</u>
	Hyperion	SQR Workbench, Development	10*	Runtime	1
	Hyperion	SQR Workbench, Unlimited	N/A	Runtime	1

*Only available for use by ADP

7.2 **Hosting Services.**

7.2.1 Hosted Environment Information Technology Services include:

- Hosted Environment installation, configuration, maintenance, and support
- Database management, maintenance, and support
- Retention and recovery of the Enterprise HR application and data
- disaster aversion and standard disaster recovery
- Monitoring and management of the Hosted Environment security
- monitoring, management, and security of ADP’s network used to access the System
- software support of the first three custom SQRs and setup, configuration, and support of corresponding transmissions to and from Client and/or Client vendors

7.2.2 Hosted Environment Support Services include:

- file transmission support
- database refreshes
- file restores
- connectivity troubleshooting up to Client’s demarcation point
- processing of System modification requests as detailed in Exhibit5 B-2, System Modification Requests

7.2.3 Payroll production services

- gross to net
- check print and distribution
- processing of up to 35 interfaces as identified in Statement of Work 07087 Exhibit B
- processing of up to 24 standard and 6 custom reports
- up to eight scheduled payroll cycles per month
- two ACH file transfers per payroll cycle

- 7.2.4 IT outsourcing services
 - network from Client connection point to ADP’s service center (infrastructure and connectivity)
 - database administration
 - system maintenance and backups
 - Application Programs maintenance
 - Maintain historical employee data online per State of Arizona Statutes

- 7.2.5 Other Hosting Services
 - Application and payroll processing support
 - Up to three points of contact

7.2.6 Maintenance Windows are:

<u>Day of Week</u>	<u>Maintenance Window Start Time*</u>	<u>Maintenance Window End Time*</u>
Monday	10:00 PM, Monday	6:00 AM, Tuesday
Tuesday	10:00 PM, Tuesday	6:00 AM, Wednesday
Wednesday	10:00 PM, Wednesday	6:00 AM, Thursday
Thursday	10:00 PM, Thursday	6:00 AM, Friday
Friday	10:00 PM, Friday	6:00 AM, Saturday
Saturday	10:00 PM, Saturday	12:00 AM, Sunday
Sunday	12:00 AM, Sunday	6:00 AM, Monday

*All times are U.S. Eastern Time, ADP Holidays excluded.

In addition to the above Maintenance Windows, ADP reserves the right to perform Hosted Environment maintenance on ADP Holidays. The ADP Holiday Maintenance Window Start Time is 12:00 A.M. the morning of the ADP Holiday. The ADP Holiday Maintenance Window end time is the later of 12:00 A.M. on the morning of the day following the ADP Holiday or the standard published Maintenance Window End Time for that day of the week.

7.3 ADP Enterprise Services Fees.

Hosting Fee (unlimited concurrent users) ~~\$27,000.00 per month~~ **(SEE EXHIBIT A-1)**

Additional support service contacts	\$260 per user per month
Additional database hosting	\$1,575 per database per month
Processing of additional reports (groups of fifteen).....	\$0.06 per check or voucher
Processing of additional interfaces (groups of five).....	\$0.05 per check or voucher
Processing of additional payrolls	\$785 minimum or \$0.16 per check or voucher
Processing of additional ACH files.....	\$260 each

Installation of Updates

ADP will install one major version Update during the five-year Initial Term no sooner than the thirteenth month following live payroll processing hereunder. If the Client requests the installation of additional Updates, such Updates will be performed on a time and materials basis. Client will pay for any hardware or communication charges resulting from any Updates. Minor version releases (that is, a version number change to the right of the decimal point; for purposes of example only, 3.0 to 3.1) will be installed as necessary.

The Update installation will include the following items: ADP project coordination, Application Program installation, technical upgrade to the new version of the Enterprise Application Program, testing support and the redevelopment and migration of existing custom programs that are not replaced by new functionality delivered with the Update. The Update installation excludes: Client project coordination, customized impact analysis of new feature functionality, Client

testing, customized test scripts, new custom programs, and analysis or conversion of Reportsmith or ADP Reporting reports.

ADP-preferred connectivity to the System will be via the Internet. Providing backup connectivity should the Client's Internet connection fail is the responsibility of the Client. Any alternative means of connectivity provided by ADP will be billed at the then current rates. If the alternative means of connectivity provided by ADP requires ADP-supplied hardware at the Client's site, Client is responsible for any damage to such hardware resulting from Client's negligence or misuse.

Client may request modifications post go-live to the System requiring use of the ADP Enterprise HR Advanced ToolKit module and will pay all costs related to development of such modifications in accordance with EXHIBIT B-2. In addition, Client will pay an annual maintenance fee equal to 18% of: (a) the total one-time Implementation Services fee for modifications and (b) the total one-time Additional Services Fee for modifications made after implementation. Billing for the annual maintenance fee will begin the month following the first live payroll processing.

Client will pay for delivery fees and mailing costs of checks and for processing reruns (including payroll, management reports, etc.) that are not caused by ADP error.

ADP will provide database sizing for the current year plus seven years of check history storage and current pay period year-to-date information per Arizona Statute. Storage of any additional year-to-date and check detail is available at a monthly cost of \$260 per additional year of history. This does not apply to HR data which has indefinite storage limits. ADP will not remove any check history data without prior consultation and agreement of Client. Conversion and loading of history is not part of the core implementation.

Any additional Client Contacts over the three already included in the Hosting Fee will be billed at the rate of \$260 per additional Client Contact per month.

The Hosting Fee provides for three copies of the Oracle database: Production, Reporting, and Test. Additional copies of the database can be hosted at the request of the County at a cost of \$1,575 per database per month.

Client's employees may attend the following public core implementation classes offered at an ADP training site at no additional charge: Enterprise Set up and Maintenance (HR and Payroll), and Enterprise Setup and Maintenance (Benefits). Client employees may also take the following e-learning training at no additional charge: For Enterprise: HR Fundamentals, Introduction to Netsecure, ADP Reporting, ADP Enterprise HR: Process Scheduler. If ADP Self Service is licensed, the Client's employees may attend the following public core classes at an ADP training site at no additional charge: ADP Employee Self Service, ADP Manager Self Service Workflows and Events, Manager Self Service: Performance and Comp Mgmt, and Manager Self Service – Training and Development. Client's employees may also take the following e-learning training at no additional charge: Using Self Service: Interactive Tour, Introduction to NetSecure, Client Manager Self Service – Managing Work Events, and Client Manager Self Service – Performance Management and Comp. Any other ADP training classes, training classes conducted at the Client's site, private training classes, and retraining are provided at ADP's then current rates. ADP's schedule of public training classes is available upon request. Client is responsible for all travel expenses associated with training.

7.4 Additional Services Fees.

Level I:	Hourly services billed at \$400 per hour for work performed.
Level II:—	Hourly services billed at \$275 per hour for work performed.
Level III:—	Hourly services billed at \$165 per hour for work performed.

Change Control Rates

Fees for Change Control Items are incurred for analysis, development and delivery of changes to Services. Change control requests that, when completed, will cause ADP to vary

from assumptions specified in the Contract and/or the Statement of Work will result in an increase to Ongoing Service Fees.

The hourly rates for Change Control Items are as follows:

- Level II Rate for System Modifications as described as work performed during the period defined as October 1st through January 31st: \$275 per hour
- Level III Rate for System Modifications as described as work performed during the period defined as February 1st through September 30th: \$133 per hour

7.5 **Deferred Fee.**

The Deferred Fee is not applicable.

7.6 **ADP Reporting**

ADP Reporting is available to the Client 24 hours a day, seven days a week. However, the ability to run, print or view report data may be impacted during the Enterprise Maintenance Windows specified above. Client may designate up to five named persons who may contact the ADP Reporting help desk. The ADP Reporting help desk is available Monday through Friday, 8:00 am to 8:00 pm Eastern time, excluding ADP Holidays. ADP may require that an Enterprise HR Update be applied to the System by a specified date to assure the integrity of ADP Reporting provided to the Client. The Client is responsible for assisting ADP in the Update installation as reasonably requested by ADP.

7.7 **ADP Self Service.**

ADP Self Service is available to Client's associates 24 hours a day, seven days a week. However, the ability to view or modify data may be impacted during the Maintenance Windows specified above. Client may designate up to five named persons who may contact the ADP Self Service help desk. The ADP Self Service help desk is available Monday through Friday, 8:00 am to 8:00 pm Eastern time, excluding ADP Holidays. After hours support is available for production emergencies from 8:00 pm to 8:00 am Eastern Time Monday through Thursday, and 8:00 pm until midnight Eastern Time on Friday, excluding ADP Holidays. The System modification procedures in EXHIBIT B-2 shall apply to any Client-requested modifications to ADP Self Service. ADP may require that an Enterprise HR Update be applied to the System by a specified date to assure the integrity of ADP Self Service provided to the Client. The Client is responsible for assisting ADP in the Update as reasonably requested by ADP.

Client shall promptly deliver to ADP the Client Content as required by ADP in an electronic file format specified and accessible to ADP or as otherwise set forth in this exhibit. "Client Content" means any materials provided by Client for incorporation in the Services, including, but not limited to, any images, photographs, illustrations, graphics, and text. Client hereby grants ADP a non-exclusive, non-transferable license to use, edit, modify, adapt, translate, exhibit, publish, reproduce, copy (including back-up copies) and display the Client Content as reasonably necessary to perform the Services.

Client is solely responsible for all Client Content and for obtaining all required rights and licenses to use and display such Client Content in connection with ADP Self Service. Client shall provide to ADP Client Content that is virus free and does not contain any content or materials which are obscene, offensive, inappropriate, threatening, malicious, which violate any applicable law or regulation or any contract, privacy or other third party right or which otherwise exposes ADP to civil or criminal liability. ADP reserves the right to exclude or immediately remove from the System any Client Content which it determines in its sole discretion violates the previous sentence, provided that ADP has no obligation to review or monitor the Client Content.

ADP Self Service Fee.	\$1.25 per employee/per month
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~~\$1.25 per eligible employee per month as determined by annual Census. This Census, unless otherwise agreed upon by both parties, will be conducted each June (last pay period) via query from EV5 and will establish an Eligible number equal to all active or leave status employees minus all active temporary election workers found in pay group ELE.~~

~~This approved Census number will be used by ADP for the purpose of invoicing ADP Self Service fees for the twelve month period following the June census in an amount equal to \$1.25 per Eligible per month, at which time another Census will be conducted for the following year's billing.~~

~~The implementation fees for ADP Self Service are included in the implementation fees in Section 6.2.~~

~~The ongoing fees for ADP Self Service will be invoiced after go live.~~

8.0 TIME AND LABOR MANAGEMENT SERVICES AND FEES.

8.1 Implementation.

8.1.1 Implementation fees are included in the implementation fees in Section 6.2

8.2 Training.

Fees for training will be invoiced to the Client as incurred. Client will pay all expenses associated with the travel of its own employees for any support or training activities. Post implementation training is available at an additional fee.

8.3 Support.

8.3.1 Support Fees.

Support as described in Exhibit B-3 is included in the fees shown below.

8.3.2 Maintenance Availability.

ADP Enterprise eTIME®

8.3.3 ADP's Regular Support Hours are: 8:00 am to 8:00 pm, Eastern Time, Monday through Friday, exclusive of ADP Holidays

ADP will provide a telephone hotline for application and technical support. Application support includes standard product application troubleshooting questions and program or system errors. Technical support includes network troubleshooting relating to the Application Programs, performance tuning for the Application Programs and/or advising Client as to reasonable solutions for problems. The hotline is accessible to Client's designated 5 contacts through a toll-free number, and is available during ADP's Regular Maintenance Hours. ADP Holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day, and any other general corporate holidays that ADP may adopt from time to time. Additional pager support will be available to Client's designated contact from 8:00 p.m. to 8:00 a.m., Eastern Time, seven days a week.

8.3.4 Application Programs.

Fees for the Application Programs are shown below. The Application Programs licensed to Client are Enterprise eTIME.

The Monthly Fee (excluding the monthly Hosting Services Fee) will begin billing on the go-live date. The Monthly Fee will be based upon the number of active and inactive Client users in the database related to the Application Programs (“Authorized Users”) and will be subject to a monthly minimum charge. If Client increases the number of Authorized Users, Client shall promptly inform ADP of any such increase and shall be subject to fee increases as determined by ADP. ADP will periodically audit the number of Authorized Users.

8.3.5 Hardware.

Client will not receive any Hardware.

8.4 Hosting Services.

Fees for the Hosting Services are shown below (8.4.2).

The monthly Hosting Services fee will begin at the Go Live Date and be billed at the end of each month.

The Maintenance Windows are:

Enterprise eTIME®

<u>Day of Week (Relative to Month)</u>	<u>Maintenance Window Start Time*</u>	<u>Maintenance Window End Time*</u>
Every Monday	1:00 AM, Monday	3:00 AM, Monday
Every Tuesday	1:00 AM, Tuesday	3:00 AM, Tuesday
First, Third, and Fifth Wednesday	1:00 AM, Wednesday	3:00 AM, Wednesday
Second and Fourth Wednesday	11:00 PM, Tuesday	5:00 AM, Wednesday
Every Thursday	1:00 AM, Thursday	3:00 AM, Thursday
Every Friday	1:00 AM, Friday	3:00 AM, Friday
Every Saturday	1:00 AM, Saturday	3:00 AM, Saturday
Every Sunday	1:00 AM, Sunday	4:00 AM, Sunday

*All times are U.S. Eastern Time, ADP Holidays excluded

ADP Holidays are New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day, and any other general corporate holidays that ADP may adopt from time to time.

8.4.1 Installation of Updates

ADP agrees to install two minor version Updates (that is, a version number change immediately to the right of the decimal point; for example 3.1 to 3.2) or one major version Update (that is, a version number change to the left of the decimal point; for example 3.0 to 4.0) on the Application Programs during the five-year Initial Term no sooner than the thirteenth month following live processing hereunder. If the Client requests the installation of additional Updates or the installation of new modules or additional functionality, such installation(s) will be performed on a time and materials basis. Client will pay for any Client-owned hardware or communication charges resulting from any Updates. Service pack Updates (for example a version change from 3.1.0 to 3.1.1) will be installed as necessary. Client will pay for any Client-owned hardware or communication upgrade charges resulting from any Updates.

8.4.2 Time and Labor Management Services Fees.

SEE EXHIBIT A-1

Enterprise eTIME	\$3.04 per employee per month
Enterprise eTIME Manager (1300 867 licenses)	Included
Enterprise eTIME Manager (any additional required)	\$3.00 per manager per month
Enterprise Web Time Entry	Included
Enterprise Accruals	Included
Enterprise Leave Management	Included
Ethernet Clocks	\$124 per clock per month
	40-99 clocks at \$104 per clock per month
	100-199 clocks at \$199 per clock per month
	200+ clocks at \$94 per clock per month*
Ethernet Clocks with Quickpunch	\$158.00 per clock per month
Enterprise eTIME Hosting Services Fee	\$6,500 per month
DDA Database	\$1,500 per month

8.4.3 Enterprise eTIME Training

Enterprise eTIME Core Team Training -3 days Onsite	Included
Enterprise eTIME Welcome Session – 4 hours virtual	Included
Leave Welcome Session – 4 hours virtual	Included
Train the Trainer – Onsite	Included
Enterprise Leave Training – Onsite	Included

9.0 BENEFITS ADMINISTRATION AND COBRA/DIRECT BILL SERVICES AND FEES.

9.1 Benefits Administration Pricing and Assumptions

BENEFITS ADMINISTRATION PRICING

9.1.1 Implementation Fees are included in Section 6.2

9.1.2 **Ongoing fees:**

Active Benefit Eligible: Base monthly fee	-\$12,269.93 per month SEE EXHIBIT A-1
Per Eligible per month fee	-\$2.88 per eligible per month SEE EXHIBIT A-1
Retiree Benefit Eligible fee (minimum of 250 benefit	\$6.44 per eligible per month

eligible retirees)	SEE EXHIBIT A-1
--------------------	------------------------

Retiree Benefit Eligible Fee **\$6.44 per qualified Eligible per month.
(SEE EXHIBIT A-1)**

Retiree Eligible fees will be incurred during the first month of eligibility regardless of Cobra election status. Thereafter, Retiree Eligible fees will be incurred starting the month in which a standard County retirement plan is elected.

BENEFITS ADMINISTRATION ASSUMPTIONS

9.2 Implementation

9.2.1 Implementation continues for an estimated 25-30 weeks.

9.3 Ongoing Services

- 9.3.1 ADP supports one plan year for the entire eligible population
- 9.3.2 13,431 benefit eligible employees (Active and Retiree)
- 9.3.3 Up to a 30% turnover rate - calculated as the number of terminations divided by the billable headcount, tracked monthly and assessed twice annually.
- 9.3.4 Up to 9 active employee eligibility groups with different rules and/or different pricing including: County Active (regular, non-contract full-time), County Active (Elected Officials), County Active (regular, non-contract part-time), County Active (contract), County active (Public Safety).
- 9.3.5 Up to 4 employment categories including: Full-time, Part-time, retiree's
- 9.3.6 Up to 15 benefit areas set up as pre-tax or post-: including: (Medical, Dental, Vision, Pharmacy, Life, Supp. Life, Spouse Life, Dependent Life, Short term Disability, DCFS, HCFSA, ADD, Group Legal.
- 9.3.7 Up to 35 benefit plans (to be determined during implementation analysis, covering plans listed in RFP)
- 9.3.8 Up to 15 health plan options with eligibility driven by zip code: (currently none identified)
- 9.3.9 Up to 4 rate tier levels (EE, EE+1, EE+2, EE+ Family)
- 9.3.10 Up to 3 client HR/Benefits day to day contacts into the ADP Tier 2 solution center
- 9.3.11 Responding to mailed or faxed correspondence will be handled on an exception basis only with an \$18 per occurrence fee.
- 9.3.12 Haste enrollments are included. A "haste enrollment" is defined as the immediate need for health coverage in the event that an individual is not enrolled (according to the vendor) and is in need of urgent healthcare or medication
- 9.3.13 Overage dependents (students and disabled) - Auditing for supporting documentation twice annually.
- 9.3.14 Family status changes - auditing for supporting documentation quarterly.
- 9.3.15 ADP will process EOI approvals and denials on a monthly basis based on reports provided from the carrier

9.4 Ongoing Services - Retiree Administration

9.4.1 250 benefit eligible retirees

9.5 Ongoing Services – Communications

- 9.5.1 Fulfillment for ongoing includes 2 generic pieces (8.5x11) inserted into a client provided envelope
- 9.5.2 Weekly processing of standard personalized enrollment worksheets (assumes one version 11x17 printed black and white)

- 9.5.3 Weekly production and distribution of personal confirmation statements. Assumed to be a single 8.5x11 sheet printed black and white on both sides.

9.6 Ongoing Services – Interfaces

- 9.6.1 Weekly processing of inbound census data from Maricopa County's one ADP Enterprise system Standard audit trail/activity (data error and file compare) reports following the load of indicative data posted to the AdminView website
- 9.6.2 Weekly processing of outbound payroll data to Maricopa County's one ADP Enterprise system.
- 9.6.3 Weekly processing of 9 plan provider/carrier electronic eligibility interfaces in the HIPAA-compliant EDI/834 standard format consisting of: Cigna (Medical, Dental), Walgreens, Eye Med, Employers Dental Services, and Delta Dental. in addition to standard paper eligibility reports for the active population including: The Standard, Magellan, Sedgwick CMS, Magellan, HAS, Ingenix and Hyatt Group Legal
- 9.6.4 ADP will process premium amounts, send premium reports and payments to carriers along with handling premium discrepancies, including the break out and calculation of ASO fees for applicable plans.
- 9.6.5 Weekly file/reporting to ADP's COBRA/FSA service center to include COBRA, HIPAA, Certificate of Creditable Coverage and Privacy Notice, new enrollees, FSA information.

9.7 Reporting

- 9.7.1 15 client representatives have web access to view standard reports containing health and welfare data, including historical records of elections and transactions
- 9.7.2 5 client administrators have web access for ad hoc report writing functionality

9.8 Employee Self Service

- 9.8.1 English web employee self-service with Healthcare Advisor including the web registration and domain fees
- 9.8.2 Non-standard web colors
- 9.8.3 Custom web graphics
- 9.8.4 Up to 15 client administrators have web administrator access for administrator override capability
- 9.8.5 Hyperlinks included. Includes one per health benefit plan option plus one per welfare benefit area plus up to 5 additional links.
- 9.8.6 FSA elections are collected as an annual amount
- 9.8.7 Collection of beneficiary information online for active employees - client will confirm with carrier that electronic capture meets their requirements.

9.9 Participant Solution Center

- 9.9.1 ADP will not provide participant support through ADP's Solution Center

9.10 Annual Enrollment And Rollover

- 9.10.1 Face-to-face meetings or conference calls as needed for completion of new plan-year requirements/documentation and the project schedule for the annual rollover process
- 9.10.2 The new plan year includes the same number of eligible employee groups and benefit eligibility rules (including start dates and end dates) for each employee group as the current year. New plan year design is expected be confirmed 10 weeks prior to annual enrollment. ADP will configure the Health & Welfare Administration System for the new plan year in preparation for annual enrollment with new rates, premiums and zip codes for existing carriers and plans. It is expected client provides new plan year rates and zip codes in a clean, ADP format eight (8) weeks prior to annual enrollment.
- 9.10.3 One annual enrollment period is assumed for the entire population. The window is 3 weeks in duration followed by a 1 week correction period

9.10.4 For clients that begin processing with a mid year conversion it is assumed all subsequent annual enrollments are passive

9.11 COBRA/Direct Bill Services and Fees:

9.11.1 COBRA and Direct Bill Pricing

9.11.1.1 Implementation fees: WAIVED

9.11.1.2 **SEE EXHIBIT A-1**

9.11.1.3 Ongoing fees: \$21.00 per qualifying event, with a monthly minimum of \$315.

9.11.1.4 \$4.60 per non-COBRA continuant, per month direct bill coupon. (Retiree billing)

9.11.1.5 Rollover fees-WAIVED

9.11.1.6 COBRA Administration Renewal Fees: WAIVED

9.11.2 Additional add-on / optional pricing

9.11.2.1 Additional Plan Setup - WAIVED.

9.11.2.2 Conversion of Current COBRA Continuants: WAIVED

9.11.2.3 General Notices to pre-existing COBRA Population - WAIVED.

9.11.2.4 Annual Enrollment for COBRA Continuants - WAIVED.

9.12 COBRA Assumptions

9.12.1 Implementation

9.12.1.1 ADP assumes a 60-90-day implementation.

9.12.1.2 Client provides ADP with current COBRA election and covered-dependent data in a single file in ADP's required format.

9.12.1.3 Pricing assumes ten (10) client health plans for COBRA plan administration.

9.12.1.4 Data segregation may be required to accommodate client invoicing, individual web access, and eligibility.

9.12.2 Ongoing services – interfaces

9.12.2.1 Weekly processing of an electronic inbound census file from one ADP PC/Payroll system(s), Enterprise/CSS HRizon system(s), or ADP's standard layout. Any paper submission of qualifying events will be billed at an additional \$10 per qualifying event.

9.12.3 Ongoing services

9.12.3.1 Once a continuant elects COBRA, services include: premium billing (coupon) and collection (via a lock box or credit-card payment), carrier reporting and premium remittance, correspondence including postage, and COBRA first-level appeals support.

9.12.3.2 Document imaging of all inbound continuant communication.

9.12.4 Ongoing services – non-COBRA direct billing coupons

9.12.4.1 ADP will produce a list of participants who need to be billed via a changes-only file in a standard ADP format, along with rates and the start/stop date of billing. Any variations in rates, calculations of eligibility, subsidies, etc., are the responsibility of the client.

9.12.5 Ongoing services – communications

9.12.5.1 COBRA General Notice for new hires.

- 9.12.5.2 Election Notice following the qualifying event, confirmation letter after election of COBRA, and HIPAA Certificates of Creditable Coverage (CCC).
- 9.12.5.3 Plan rate or coverage change letter as necessary.
- 9.12.5.4 Early Termination of Coverage Notice accompanied with a CCC.
- 9.12.5.5 Conversion rights notification at COBRA expiration.
- 9.12.5.6 Medicare eligibility notification at age 65.
- 9.12.5.7 ADP's core service provides COBRA administration according to the federal guidelines; however, we can offer assistance with state-mandated laws (such as California State Bill 1401) by providing Maricopa County with communication options (i.e., inserting a generic communication with the COBRA packets as an optional service). Maricopa County would be responsible for any state-mandated COBRA administration and should contact their legal counsel for recommendations.

9.12.6 Ongoing services – carrier reporting

- 9.12.6.1 ADP sends a single, hard-copy (or soft copy) premium report and premium funds check to a specific, designated payee for each plan. The designated payee for each plan may vary between the client and carrier

9.12.7 Web / IVR / solution-center support

- 9.12.7.1 English web and IVR - unlimited client administrator and continuant access.
- 9.12.7.2 Continuant support provided through ADP's solution center in a multi-team environment.
- 9.12.7.3 English solution center available for continuants for a 12-hour window (Monday - Friday excluding holidays) between 6:00 a.m. and 6:00 p.m. Mountain Standard Time. Solution-center services may be provided to you from any one of a combination of our ADP locations within our global network of operations.

9.12.8 Reporting

- 9.12.8.1 Standard reports will be posted to the web application based on the report frequency; hard-copy COBRA reports will be sent to a single client location each month.
- 9.12.8.2 Standard reports will also be available via ADP's standard web application and/or paper.
- 9.12.8.3 Reports include: premium distribution report (monthly), current status report (monthly), activity report (biweekly), new election report (weekly), and termination report (weekly).

9.12.9 Annual rollover

- 9.12.9.1 The new plan year includes the same number of plans, plan rules, and payment schedules as the current year. It is expected the client submits the new plan year design data via the website in a clean ADP format eight (8) weeks prior to annual enrollment.

9.12.10 Annual enrollment (if optional service is elected)

- 9.12.10.1 ADP provides annual enrollment services for the COBRA continuants. Services will include one standard letter, a worksheet with up to two generic 8.5x11 single sheets, enrollment processing, defaulting, and solution-center support.
- 9.12.10.2 One annual enrollment period is assumed for the entire population. The window is two weeks in duration followed by a one-week correction period.

9.13 Flexible Spending Account Services and Fees:

9.13.1 FSA pricing

9.13.1.1 Implementation fees: WAIVED

9.13.1.2 **SEE EXHIBIT A-1.**

9.13.1.3 Ongoing fees: ~~\$3.25~~ per participant per month with a monthly minimum of \$170 (with an estimated 1100 participants per month). **SEE EXHIBIT A-1**

9.13.1.4 ~~\$1.75~~ per standard prepaid card issued (including card, agreement, and instruction primer). One time every 3 years- can be passed to EE **SEE EXHIBIT A-1**

9.13.1.5 Rollover fees: WAIVED

9.13.1.5.1 Where FSA services are not renewed for the upcoming plan year, services provided by ADP in relation to run-out claims for the previous plan year shall be charged at the monthly participant fee in effect at the time of services termination. The monthly participant fee shall be paid for the entire run-out period regardless of any participant's balance (positive, negative, or zero).

9.13.2 FSA assumptions

9.13.2.1 Implementation

9.13.2.1.1 ADP assumes a 60-90-day implementation.

9.13.2.1.2 Health care and dependent care plan set-up.

9.13.2.1.3 Client provides ADP with current FSA elections and prior balances (if applicable) in a single file in ADP's required format.

9.13.2.1.4 Plan document template – initial and ongoing maintenance of the plan document is the responsibility of the client.

9.13.2.1.5 Employee enrollment materials shipped to one location.

9.13.2.1.6 As resources allow, one individual to attend one on-site benefits fair meeting (the client pays travel and expense).

9.13.2.2 Ongoing services – interfaces

9.13.2.2.1 Weekly processing of an electronic inbound census file from one ADP PC/Payroll system(s), Enterprise/CSS HRizon system(s), or ADP's standard layout.

9.13.3 Ongoing services

- Services include: processing, adjudication, and direct-deposit reimbursements.
- All plan limits are the same for all populations.
- Debit card substitution and follow-up documentation, if necessary.
- Funding of reimbursements - daily transaction report provided to client. ADP has direct-debit access to one client-owned 0 balance account
- Annual grace-period processing.
- Limited FSA administration (LPFSA). The administration rules for an LPFSA are the same as for an FSA, with the exception of the more restrictive list of covered expenses and the fact that the LPFSA debit card can only be used for the Dental and Vision Care expenses. A manual claim must be filed for reimbursement of the preventive medical care expenses. As a result, all references in this document to FSA administration are also applicable to LPFSA.

9.13.3.1 Ongoing services – communications

- Standard processing claim forms to one client location. Claims can be downloaded online then completed hard copy and faxed or mailed in if the Employee is not using the Debit card
- Prepaid card fulfillment – if applicable (card expires after three years).

9.13.3.2 Web / IVR / solution-center support

- English web and IVR - unlimited client administrator and participant access.
- Participant support provided through ADP's solution center in a multi-team environment.
- English solution center available for participants for a 12-hour window (Monday Friday except holidays) between 6:00 a.m. and 6:00 p.m. Arizona Time Solution-center services may be provided to you from any one of a combination of our ADP locations within our global network of operations.

9.13.3.3 Reporting

- Standard reports will be posted to the web application based on the report frequency; hard-copy FSA reports will be sent to a single client location each month.
- Reports include: summary account statement, miscellaneous adjustments, stale-dated checks, and daily transactions.
- Nondiscrimination pass/fail test – within the current plan year, assuming client provides preliminary data for ADP to perform calculations and results.

9.13.3.4 Annual rollover

- The new plan year includes the same number of plans, plan rules, and payroll schedules as the current year. It is expected the client submits the new plan year design data via a clean ADP format ten (10) weeks prior to annual enrollment. Any plan or rate information submitted after the mutually agreed-upon schedule will result in late fees.
- Where FSA services are not renewed for the upcoming plan year, services provided by ADP in relation to run-out claims for the previous plan year shall be charged at the monthly participant fee in effect at the time of services termination. The monthly participant fee shall be paid for the entire run-out period regardless of any participant's balance (positive, negative, or zero). The county's plan rules will identify how long a participant has to submit claims once they have been termed (whether it is 30 or 60 days, for example). ADP will charge for a termed participant through the predetermined period defined by the County. If a termed FSA participant chooses FSA under COBRA, ADP will not assess the per participant charge for the individual, fees for FSA administration will be covered through the COBRA administration fee.

9.14 Standard Pricing Assumptions Applicable to ALL Services Outlined in this Section:

- 9.14.1 ADP shall not have any obligation to verify or determine the accuracy, validity or completeness of information provided by Client or a Plan Administrator of a Plan and shall not be responsible for errors, delays or additional costs resulting from the receipt of inaccurate, invalid, incomplete or untimely information or information provided in an unacceptable format or media.
- 9.14.2 Fees will be invoiced based on actual volumes. If the volume increases or decreases by ten percent (10%) please see MSA section regarding fee changes.

9.14.3 Implementation billing is as outlined in Section 6.2 (Implementation and Service Fees). All other fees are invoiced monthly and will be based on the services provided. In the course of providing services, ADP may incur direct costs on behalf of the Client and will invoice the Client for such expenses. Billing for pass through expenses will occur monthly. Examples of pass through items will include, but are not limited to: outside vendor fees, printing charges, postage/shipping charges, and any other reasonably incurred client-related expenses

10.0 BENEFIT SERVICES AND FEES.

SEE EXHIBIT A-1

Implementation fee are included in the implementation fees in Section 6.2.

Base Charge Monthly	\$12,269.93
Benefits Administration	\$2.88/pepm
Web Employee Self Service Ongoing	Included
Electronic Carrier Interfaces for plan enrollment	Included
Enrollment Forms (std. hard copy paper format)	Included
Collection of Beneficiary information (web)	Included
Non-standard Web Colors	Included
Customized WEB Graphics	Included
Employees-Filter on location code/org code	Included
Audit-Management of paperwork for Family	Included
Status change (separate from pending event)	Included
Audit-Management of paperwork for overage	Included
dependent verification	

10.1 Retiree Administration

10.2 SEE EXHIBIT A-1

Implementation fee are included in the implementation fees in Section 6.2.

Retiree Administration	\$6.44 per employee per month
Retiree Admin Add-on for up to four retiree Eligibility Groups	Included
Eligibility Groups	Included
Medicare Risk Approval Form	Included
Medicare Risk dis-enrollment list	Included
Pension deduction interface	Included

11.0 — NEOGOV Services and Fees

Recruiting and Applicant Tracking Annual Recurring Charge	\$68,400/per year
One Time Training Charge — On Site	\$ 9,000

~~Discount Offer on NEOGOV Services for Payment in Advance~~

Two Year Advanced Payment	4% Discount
Three Year Advanced Payment	7% Discount
Four Year Advanced Payment	10% Discount
Five Year Advanced Payment	14% Discount

~~NEOGOV Implementation Charges are listed in Section 6.2 of this document~~

EXHIBIT A-1

PRICING APPENDIX SERVICE AND FEE SCHEDULE

~~07087 EXHIBIT B
THIS EXHIBIT WILL BE UPDATED AFTER THE
BUSINESS ANALYSIS IS COMPLETED
ESTIMATED TO BE 8 WEEKS FROM START
DATE~~

~~Preliminary
STATEMENT OF WORK~~

~~*Enterprise HRMS, Payroll, eTime,
ADP GL, WinFlex and
Self-Service Implementation*~~

TABLE OF CONTENTS

1.0 SCOPE OF SERVICES	3
1.1 OVERVIEW	3
1.2 SCOPE OF SERVICES	3
2.0 PROJECT APPROACH	4
2.1 IMPLEMENTATION METHODOLOGY	4
2.2 PROJECT STARTUP	4
2.3 ANALYSIS	5
2.4 CONFIGURATION	6
2.5 CONVERSION	7
2.6 VALIDATION	7
2.7 PRODUCTION	9
2.8 PROJECT ROLES AND RESPONSIBILITIES	9
3.0 PROJECT MANAGEMENT	12
4.0 PROJECT TIMELINE	12
5.0 CUSTOMIZATIONS, INTERFACES, AND REPORTS	13
5.1 CUSTOMIZATIONS	13
5.2 INTERFACES	13
5.3 REPORTS	14
6.0 ASSUMPTIONS	14
6.1 PROJECT MANAGEMENT	14
6.2 PROJECT SCOPE	15
6.3 RESOURCES	15
6.4 DATA CONVERSION, INTERFACES AND REPORTS	16
6.5 AUDITING/TESTING	16
6.6 OFFICE REQUIREMENTS	16
7.0 ADDITIONAL SCOPE	17
8.0 APPENDICES	17
8.1 HR/PAYROLL TESTING STRATEGY	17
8.2 BENEFITS ADMINISTRATION TESTING STRATEGY	17
8.3 TRAINING PLAN	17

1.0 SCOPE OF SERVICES

1.1 Overview

~~ADP basic services detailed in this Preliminary Statement of Work are subject to further refinement based on the development of the Final Statement of Work and the Implementation Plan.~~

~~This Preliminary Statement of Work (PSOW) defines the specific services that ADP NAS Implementation Services will provide to Maricopa County (County) for the Enterprise HR and Payroll, eTime, ADP GL, WinFlex and ESS implementation projects. In general, these services include personnel, project management, software implementation, and modification support, and deployment.~~

~~Maricopa County and ADP acknowledge that all requirements will be reviewed during the Analysis phase of the Implementation and may be modified based upon such review. Such changes will be reviewed with the County, incorporated into the Statement of Work, and documented through Change Control Policy.~~

1.2 Scope of Services

~~ADP NAS Implementation Services will provide services as follows to support the HR, Payroll, Benefit, Time and Self Service requirements of Maricopa County:~~

- ~~Configuration of ADP's hosted Enterprise Base HR and Payroll software

 - ~~Enterprise Base HR will enable Maricopa County staff to perform routine high-volume HR administration tasks that support the employee life cycle, routine changes to employee information, manage work events such as job, classification, and salary changes, absence and leave administration, and separation, track business expenses, employee vehicles and other company property, as well as the ongoing acquisition of skills and other work related qualifications.~~~~
- ~~Configuration of ADP's eTime timekeeping and reporting solution~~
- ~~Configuration of ADP GL application~~
- ~~Implementation of H&W Benefits Administration via WinFlex including:

 - ~~Benefits Employee Self Service~~
 - ~~Benefits Solution Center~~
 - ~~COBRA Administration~~
 - ~~FSA Administration~~
 - ~~The Benefits Administration implementation will focus on all benefits eligible employees currently tracked in the legacy benefit systems. It will include:

 - ~~Configuring Benefit Plans and Rules~~
 - ~~Mapping and converting employee election and dependent data~~
 - ~~Establishing ongoing processing schedule and processing procedures~~
 - ~~Establishing carrier enrollment and premium calculation processes~~
 - ~~Establishing web site and solution center for employee enrollment and support~~~~~~
- ~~Customizations and Interfaces (listed in Section 5)~~
- ~~Current payroll year data conversion~~
- ~~Compliance / Regulatory Reporting — EEO, Vets 100, ADA accommodations, OSHA and FMLA leave tracking~~

- ~~Payroll Services and Support including:~~
 - ~~Positive pay reconciliation~~
 - ~~Total Pay Services~~
 - ~~iPay feature, web-based mechanism for viewing employee pay statements~~
 - ~~Tax Depositing and Filing Services~~
- ~~Employee Self Service—The ability for an employee to view and update their own data including address changes and direct deposit set-up.~~
- ~~Manager Self Service—The ability for a manager to view his/her direct reports’ data, as well as update a direct report’s compensation information and provide performance evaluation.~~

2.0 PROJECT APPROACH

2.1 Implementation Methodology

~~ADP’s implementation methodology, consisting of Project Startup, Analysis, Configuration, Validation, and Production phases (shown below), will be used to guide the Maricopa County ADP implementation.~~

~~This structured approach to implementation reduces the risk of process rework due to changes in scope and approach as the project progresses. We attempt to address all of Maricopa County’s requirements early in the process, and we work with the County to understand the impact of implementation decisions made at every stage of the project.~~

2.2 Project Startup

~~Project startup is the first phase of an implementation. The primary objectives of this phase include:~~

- ~~Assembling the implementation team.~~
- ~~Conducting the internal planning session(s).~~
- ~~Preparing and conducting welcome session (remote or on-site based on the Maricopa County’s needs).~~
- ~~Preparing for the Maricopa County kick-off meeting.~~

~~The following tables list high-level responsibilities and milestones for this phase:~~

ADP responsibilities
<ul style="list-style-type: none"> ■ Contact implementation executives, assemble team. ■ Conduct internal partners meeting. ■ Assist the Maricopa County with project preparation. ■ Coordinate Maricopa County welcome session and pre-analysis breakout session. ■ Coordinate the Maricopa County kick-off meeting. ■ Create a preliminary project plan. ■ Introduce change control process. ■ Prepare project toolset.

Maricopa County responsibilities
<ul style="list-style-type: none"> ■ Identify project sponsor and project manager. ■ Attend welcome session and pre-analysis breakout session. ■ Schedule project team to attend Enterprise training ■ Assemble Maricopa County project team. ■ Gather data needed for project (e.g., plan descriptions, business rules and events, schedules, etc.). ■ Assist in coordination of the Maricopa County kick-off meeting.

Project milestones
<ul style="list-style-type: none"> ■ Assemble project team. ■ Conduct welcome session. ■ Schedule Maricopa County kick-off meeting.

Project milestones and deliverables
<ul style="list-style-type: none"> ■ Assembled project teams. ■ Signed Business Analysis strategy and plan ■ Completed welcome session. ■ Completed Maricopa County implementation project kick-off meeting. ■ Estimated hours of ADP work completed in this phase: 1,000 hours

2.3 Analysis

Analysis is the second phase of an implementation. The primary objectives of this phase include:

- Reviewing the Maricopa County’s requirements and performing a business and technical analysis based on the project’s scope.
- Documenting the functional business requirements and obtaining internal team and Maricopa County approval.
- Documenting the technical requirements and obtaining internal team and Maricopa County approval (as applicable).
- Finalizing the statement of work and obtaining the Maricopa County’s approval.
- Conducting the Maricopa County kick-off meeting.

This phase begins with the Maricopa County kick-off meeting and ends when the Maricopa County has approved the business requirements documentation. The goal of the analysis phase is to review and interpret the Maricopa County’s documentation, business roles, and administrative processes to capture and document the business and technical requirements. Requirements templates are used to provide documentation to the Maricopa County regarding the scope of services, the setup of the application, and the ongoing administration to be performed by ADP. All information gathered during analysis is documented and shared with the other members of the implementation team as applicable.

During the business analysis activity, the implementation team reviews and validates information received during the sales process in regard to the Maricopa County’s requirements and identifies any additional Maricopa County requirements. During the technical analysis activity, the implementation team uses the information to determine the best way to configure the Maricopa County’s solution. This analysis determines which requirements can be accounted for in the base setup of the systems and which may require customizations. Reports, interfaces, and data conversion processes are also reviewed during this phase, and ADP hosting services begin to track customizations and interfaces.

During analysis, changes to the original project scope may be identified and should be escalated to the project manager. Prior to the completion of this phase, the statement of work is finalized and reviewed with the Maricopa County for final approval. The analysis phase cannot be completed and the next phase does not begin without the approval of the statement of work.

The following tables list high-level responsibilities and milestones for this phase:

ADP responsibilities
■ Conduct kick-off meeting.
■ Review and leverage existing analysis information.
■ Organize and communicate the schedule for the analysis process.
■ Educate the Maricopa County regarding the impact to business processes as a result of ADP’s solution.
■ Track outstanding analysis questions to resolution.
■ Resolve all issues related to the scope of the project.
■ Document analysis findings using business and technical requirement templates.

ADP responsibilities
■ Begin tracking the progress of customization work.
■ Continuously validate work being completed against the scope of the project. When scope changes are identified, initiate change control as necessary.
■ Finalize the statement of work.

Maricopa County responsibilities
■ Attend kick-off meeting.
■ Provide knowledgeable and adequate resources for the analysis process.
■ Provide information and timely resolution to outstanding issues/questions.
■ Quickly identify and escalate policy questions and other critical issues.
■ Review and approve analysis findings within the established time frames.
■ Approve the statement of work.

Project milestones
■ Complete the business and technical requirements documentation.
■ Perform a formal review of business and technical requirements documentation.
■ Approve business and technical requirements documentation.
■ Complete and approve the statement of work.

PROJECT MILESTONES AND DELIVERABLES
■ COMPLETE BUSINESS AND TECHNICAL REQUIREMENTS DOCUMENTATION.
■ SIGN OFF OF BUSINESS AND TECHNICAL REQUIREMENTS DOCUMENTATION.
■ COMPLETED AND SIGNED STATEMENT OF WORK.
■ ESTIMATED HOURS OF ADP WORK COMPLETED IN THIS PHASE: 4,500 HOURS ~

2.4 Configuration

Configuration is the third phase of an implementation. The primary objectives of this phase include:

- ~~Configuring all systems and solutions to meet the Maricopa County’s business requirements as defined during the analysis phase.~~
- ~~Developing customizations (if applicable) based on the Maricopa County’s business requirements as defined during the analysis phase.~~
- ~~Successfully unit testing all systems and solutions.~~

The phase begins after the Maricopa County approves the implementation requirements documentation and ends with the successful completion of unit testing for all solution components and systems. The goal of this phase is to use the approved business requirements to configure the solutions as specified in the statement of work.

The following tables list high-level responsibilities and milestones for this phase:

ADP responsibilities
■ Configure core systems with the Maricopa County’s rules and parameters.
■ Perform unit testing of all solution components.
■ Update implementation specification documentation as required.

Maricopa County responsibilities
■ Work with ADP technical resources on file transfer protocols.
■ Perform unit testing of data interfaces.
■ Support development of any nonstandard programs or processes.
■ Manage internal activities to support new business processes (participant communications, organization changes, vendor interfaces, etc.).

Project milestones
<ul style="list-style-type: none"> ■ Set up core systems. ■ Unit test all solution components.

Project milestones and deliverables
<ul style="list-style-type: none"> ■ Set up core systems. ■ All system customizations and interfaces completed. ■ Sign off on unit test all solution components completed (weekly). ■ Estimated hours of ADP work completed in this phase: 14,000 hours

2.5 Conversion

Conversion is the fourth phase of an implementation. Data conversion is the process of moving information from the Maricopa County's source system to the new ADP solution so the project team can test and validate the configuration. This process is facilitated through solution specific data mapping processes and conversion tools. Maricopa County is responsible for auditing the accuracy of the converted data and all output reports. All core Maricopa County project team and end user training should be completed by the end of this phase in preparation for user and parallel testing. The conversion process is an iterative process that occurs throughout the implementation life cycle.

Although conversion is listed after the configuration phase, some activities coincide with configuration activities. The configuration phase may additionally extend across two project timelines, in the case of open enrollment for example. The data from the open enrollment must be synchronized to the HR/Payroll data. The data conversion strategy will be developed during the analysis phase.

The conversion phase is one of the Maricopa County's main deliverables during the implementation. Late delivery of Maricopa County data or incorrect Maricopa County data jeopardizes timelines for configuration, testing, and production. It is imperative that the Maricopa County realizes the impact of this activity and gives it the priority required by ADP for successful completion.

The following tables list high level responsibilities and milestones for this phase:

ADP responsibilities
<ul style="list-style-type: none"> ■ Complete the data conversion(s).

Maricopa County responsibilities
<ul style="list-style-type: none"> ■ Provide data conversion files in file layouts provided by ADP. ■ Ensure quality data and correct any remaining data errors. ■ Complete the data conversion validation process.

Project milestones
<ul style="list-style-type: none"> ■ Complete and validate data conversion.

Project milestones and deliverables
<ul style="list-style-type: none"> ■ Complete and validated data conversion. ■ Sign off on the data validation. ■ Estimated hours of ADP work completed in this phase: 2,000 hours

All conversion approved and documented

2.6 Validation

Validation is the fifth phase of an implementation. The primary objective of this phase is to successfully perform end to end testing of the entire solution that is being implemented for the Maricopa County. This phase begins with setting up the testing infrastructure and ends with the formal approval of the testing results by ADP and Maricopa County users.

The validation phase consists of three distinct testing activities:

- ~~Integration testing.~~ This activity is ADP's end-to-end testing of business processes. It builds upon unit testing by testing each of the major solution components and their interrelationships to all other solution components. Integration testing ensures that all components are working together to produce the documented end results.
- ~~User acceptance testing.~~ This activity is the Maricopa County's testing of functionality from a Maricopa County end-user perspective. It allows for knowledge transfer from the implementation team to the end users and allows the end users to utilize the documented procedures as applicable.
- ~~Parallel testing.~~ This activity is end-to-end processing using live Maricopa County data and comparing the results to results from the legacy system(s). This process ends with successful parallel processing and approval by ADP's and the Maricopa County's project team. Included in this activity is stress testing which measures the system's ability to handle high levels of on-line transaction activity.

The following tables list high-level responsibilities and milestones for this phase:

ADP responsibilities
<ul style="list-style-type: none"> ■ Create test environment. ■ Develop and review the test strategy document. ■ Support development of test plan. ■ Deliver test scenario workbook ■ Execute integration testing. ■ Coordinate and support user acceptance testing and parallel testing. ■ Coordinate closure of test incidents ■ Manage the test issue log.

Maricopa County responsibilities
<ul style="list-style-type: none"> ■ Support and participate in testing as necessary. ■ Provide test files as needed. ■ Develop test plan ■ Provide Maricopa County-specific test cases. ■ Participate in closure of test incidents ■ Formally approve user acceptance test and parallel test results.

Project milestones
<ul style="list-style-type: none"> ■ Conduct internal testing meeting. ■ Deliver test strategy document. ■ Complete test plan (integration, user acceptance, parallel testing). ■ Detail test cases. ■ Create supporting documentation. ■ Complete all test cycles. ■ Approve user acceptance test results. ■ Approve parallel testing results.

Project milestones and deliverables
<ul style="list-style-type: none"> ■ Conduct internal testing meeting. ■ Deliver test strategy document. ■ Test strategy signed off. ■ Complete test plan (integration, user acceptance, parallel testing). ■ Detail test cases completed. ■ All test cycles completed. ■ Signed off user acceptance test results. ■ Signed off parallel testing results. ■ Estimated hours of ADP work completed in this phase: 5,000 hours --

2.7 Production

Production is the last phase of an implementation. After successful validation, the Maricopa County moves to live production and begins to benefit from the new ADP solution. This final phase is completed with a post-implementation meeting and a formal transition to the ADP solution center team that will support the Maricopa County on an ongoing basis. The primary objectives of this phase include:

- Successful solution processing in a production environment.
- Transition from implementation to service.

The following tables list high-level responsibilities and milestones for this phase:

ADP responsibilities
<ul style="list-style-type: none"> ■ Resolve all remaining issues from the project. ■ Transfer knowledge from implementation resources to service and operations resources. ■ Monitor performance through first two business cycles.

Maricopa County responsibilities
<ul style="list-style-type: none"> ■ Provide formal project review feedback.

Project milestones
<ul style="list-style-type: none"> ■ Complete internal service transition meeting. ■ Complete Maricopa County service transition meeting.

Project milestones and deliverables
<ul style="list-style-type: none"> ■ Complete internal service transition meeting. ■ Complete Maricopa County service transition meeting. ■ Signed off turnover documentation, including open items list ■ Estimated hours of ADP work completed in this phase: 4,000 hours --

2.8 Project Roles and Responsibilities

The implementation team organization is designed to address the areas of application expertise as well as the cross functional activities of business process, technical development, testing/validation, change management, and communications. The project team typically includes these Maricopa County resources:

Team/Role	Description
Steering committee	<p>The steering committee is made up of Maricopa County leadership (and ADP managers) who have decision-making responsibility for the project. Key roles of the steering committee are:</p> <ul style="list-style-type: none"> ■ Provides structured project guidance relative to organizational tactics, strategies, goals, and mission. ■ Approves change control requests. ■ Provides escalation support to the program manager and team.
Maricopa County executive project sponsors	<p>Key roles of the executive sponsors are:</p> <ul style="list-style-type: none"> ■ Provide project approval, approve project scope changes, provide direction and sponsorship, and attend standard project progress reviews. ■ Work with the ADP implementation manager to oversee project activities and resolve issues. ■ Provide overall engagement direction, manage project scope and economics, and provide executive management support to the project. ■ Manage accountability of resources.
Maricopa County project	<p>The project manager functions as the primary project representative to the County's employees and departments—he or she coordinates project</p>

Team/Role	Description
manager(s)	<p>activities among the County’s IT organization and user organizations. In addition, issues that need the attention of the County’s management are first escalated to the project manager(s):</p> <p>The project manager works closely with ADP’s program manager, and he or she takes the lead to manage activities that are assigned as primary Maricopa County responsibilities. He or she:</p> <ul style="list-style-type: none"> ■ Provides direction and guidance to the County’s staff as required to maintain project momentum. ■ Provides information and resources in a timely manner as needed to enable ADP to complete the tasks described in the statement of work. ■ Will be readily available when required by ADP for the duration of the service. ■ Manages the contact between ADP and Maricopa County. ■ Receives any deliverables created as a result of this service. ■ Has full authority to provide any needed approvals for the County.
Maricopa County analysts	<p>Key responsibilities include:</p> <ul style="list-style-type: none"> ■ Drive process design, configuration, testing, and training. ■ Provide overall business knowledge. ■ Identify feasible alternative solutions that minimize the need for customization. ■ Provide software/business process integration support. ■ Drive issue resolution from a functional perspective. ■ Own responsibility for the completion of task assignments within budget and schedule as identified by the project plan. ■ Represent their respective user organizations and assist in “championing” the project within the user community. ■ Work under the guidance and leadership of the project managers. <p>The commitment of these individuals for the duration of the project is essential to the successful completion of the project.</p>
Maricopa County benefits, HR, and payroll subject matter experts	<p>Key responsibilities include:</p> <ul style="list-style-type: none"> ■ Provide an understanding of the County’s business requirements. ■ Ensure that the system is fully tested and meets expectations. ■ Deliver end-user training. ■ Develop user procedures based on the processes defined during business analysis.
Maricopa County technical resources	<p>Technical resources are involved in the areas of data mapping, interface and reports analysis, and testing as required to support interaction with applications that remain within Maricopa County’s control.</p>
Maricopa County communications champion	<p>We want to be a part of the communication team that the County uses to develop a strategy and plan to announce the new services. Maricopa County should identify a key person who can be kept informed of the project deliverables and critical dates. This position is not full time for the duration of the project, but it does need to be identified soon after the project kick-off. The time required by this individual varies depending on the communication strategy used by the County.</p>

The project team typically includes these ADP resources (many of whom will work onsite):

Team/Role	Description
Steering committee	<ul style="list-style-type: none"> ■ The steering committee is made up of ADP managers (and Maricopa County Leadership) who have decision-making responsibility for the

Team/Role	Description
ADP program manager	<p>project.</p> <p>The program manager functions as the primary program representative to the County's executive sponsors and the steering committee. The program manager will coordinate the efforts of all ADP project managers and the Maricopa County project manager. In addition, issues that need the attention of the County's management are first escalated to the program manager.</p> <ul style="list-style-type: none"> ■ Provides strategic direction for the Implementation ■ Manages communications with executive sponsors ■ Maintains a program level project plan ■ Provides direction and guidance to the County's staff and to ADP team. ■ Provides information and resources in a timely manner as needed to enable ADP to complete the tasks described in the statement of work. ■ Manages the contact between ADP and Maricopa County. ■ Receives any deliverables created as a result of this service. ■ Has full authority to provide any needed approvals for the County. ■ Manages seamless integration of all participating ADP Divisions ■ Coordinates and validates project scope changes ■ Evaluates and communicates unseen risk factors
ADP project managers	<ul style="list-style-type: none"> ■ Builds and maintains a detailed product implementation project plan ■ Monitors progress against the plan and reports status ■ Manages issues and expedites their resolution ■ Manages change requests and controls project scope ■ Ensures that quality procedures are followed ■ Coordinates communication among Maricopa County functional and ADP functional resources
ADP time and labor, benefits, HR, and payroll implementation consultants	<ul style="list-style-type: none"> ■ Provide an understanding of the ADP products ■ Gather and understanding of the County requirements and business processes. ■ Ensure that the analysis, development, configuration, and testing meets requirements. ■ HR, Benefits, TLM, and Payroll analysis ■ HR, Benefits, TLM, and Payroll table set up ■ Security analysis and setup guidance ■ Reporting analysis and setup guidance ■ Data conversion strategy ■ General Ledger analysis, design and creation ■ Interface analysis, design, and testing ■ Banking requirements ■ Tax Filing requirements ■ WGPS requirements ■ Delivery requirements ■ Testing support—unit, integration, acceptance, and parallel ■ Migration to production support ■ Infrastructure strategies—testing, employee communications ■ Process improvement recommendations
ADP technical resources	<p>Technical resources are involved in the areas of data mapping, conversion, interface and reports analysis, and testing as required to support interaction with applications that remain within Maricopa County's control.</p>

3.0 PROJECT MANAGEMENT

ADP's program and project managers perform activities in accordance with the Project Management Institute's competencies and disciplines. Our program and project managers are skilled in the application of these core principles, including:

Integration management ensures that the various elements of the program are properly coordinated. It consists of the program plan development, program plan execution, and overall control.

Scope management ensures that the program includes all of the required work—and only the work that is required to complete the program successfully. It consists of initiation, scope planning, scope definition, scope verification, and scope change control.

Time management ensures timely completion of the program. It focuses on project time definition, project sequencing, project estimating, master schedule development, and schedule control.

Cost management ensures that the program is completed within the approved budget. It consists of resource planning, cost estimating, cost budgeting, and cost control.

Quality management ensures that the program satisfies the needs for which it was undertaken. It consists of quality planning, quality assurance, and quality control.

Human resources management ensures the most effective use of the people involved with the program. It consists of organizational planning, staff acquisition, and team development.

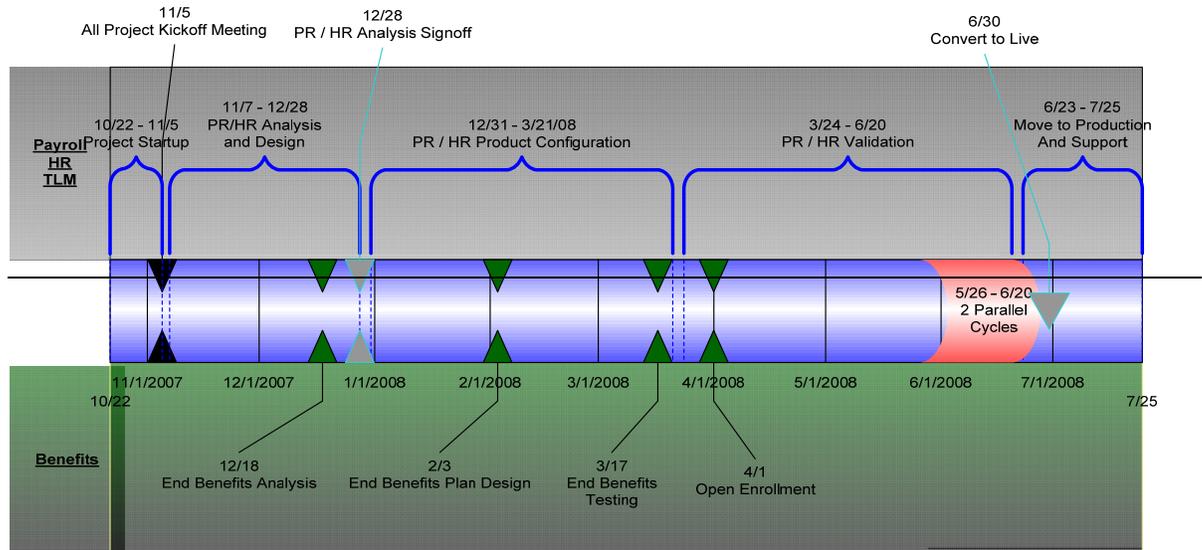
Communications management ensures the timely and appropriate generation, collection, dissemination, storage, and ultimate disposition of program information.

Risk management identifies, analyzes, and responds to project risk. It includes maximizing the probability and consequences of positive events—as well as minimizing the probability and consequence of adverse events—to project objectives. Project risk management is the process of identifying, quantifying, response-planning, and controlling project risks.

Our project management approach is to coordinate and integrate all activities related to the engagement. We manage the project according to a consolidated, detailed project plan to ensure that ADP's project management principles and methods are followed, that issues are resolved promptly, and that our Maricopa Counties are engaged and informed about project progress and issues.

4.0 PROJECT TIMELINE

The following graph is the proposed timeline based on our understanding of the work effort and based on the assumptions outlined in the Assumptions section of this document. At the end of the Business Analysis, the project plan will be completed.



5.0 CUSTOMIZATIONS, INTERFACES, AND REPORTS

5.1 Customizations

The following table contains a list of known customizations determined during the Sales Analysis. These will be further reviewed during the Business Analysis.

Description	Complexity
Retroactive Pay Calculation Rules	Simple
Leave Accrual Table Setups and/or Custom Calculations	Average
PeopleSoft Data History Conversion (breadth and pricing TBD)	Complex
Time input data entry via web for hourly employees	Average
ESS/MSS Custom Form Uploads to Web	Average
Limit Record Access - Field Level Security	Complex
Provide Data Views and Role Based Access - Standard and Ad Hoc Reports	Complex
Prior Last Name Field	Average

5.2 Interfaces

The following table contains a list of known interfaces determined during the Sales Analysis. These will be further reviewed during the Business Analysis.

Description	Process Type	Module	Complexity
Pathlore LMS Bi Weekly	Inbound	HR	Average
SIGMA	Inbound	HR	Average
Neogov	Inbound	HR	Average
Cognos System	Inbound	HR	Complex
ONBASE EDMS	Inbound	HR	Complex
MFR system (Microsoft Proclarity)	Inbound	HR	Complex
OMB Budget System	Inbound	HR	Complex
Real time timekeeping feeds rather than batched updates	Inbound	PR	Average
Phoenix Transit (Bus Pass)	Inbound	PR	Average
All American / Van Pool	Inbound	PR	Average
457 Plan Contributions	Inbound	PR	Average
AMS Advantage	Inbound	PR	Average
Deferred Compensation	Inbound	PR	Complex
Pathlore LMS weekly	Outbound	HR	Average
SIGMA	Outbound	HR	Average
Cognos System	Outbound	HR	Average
OMB Budget System	Outbound	HR	Average
Hyatt Legal Export	Outbound	HR	Average
MFR system (Microsoft Proclarity)	Outbound	HR	Complex

Description	Process Type	Module	Complexity
New Hire	Outbound	HR	Complex
Neogov	Outbound	HR	Complex
ASRS— Arizona State Retirement System (Demographic Data)	Outbound	HR	Complex
PSPRS— Public Safety Personnel Retirement System (Demographic Data)	Outbound	HR	Complex
Quarterly DES File AZ Dept of Economic Security (Demographic Data)	Outbound	HR	Complex
457 Plan Contributions	Outbound	PR	Average
AMS Advantage	Outbound	PR	Average
Deferred Comp	Outbound	PR	Average
Home & Auto (Deductions Taken)	Outbound	PR	Average
Advantage Financial System— payment voucher	Outbound	PR	Complex
Advantage Financial System— journal voucher	Outbound	PR	Complex
Unemployment Wages	Outbound	PR	Complex
ADP Check Print File	Outbound	Standard PR	Average
ADP Check Distribution Program	Outbound	Standard PR	Average
Positive Pay File	Outbound	Standard PR	Average
ACH Direct Deposit File	Outbound	Standard PR	Average

5.3 — Reports

No custom reports were identified during the Sales Analysis.
 Ad hoc reports generated using any report writing tool have not been defined.

6.0 — ASSUMPTIONS

The following assumptions have been used to develop ADP’s approach for development and deployment. Should these assumptions change, there may also be a change in ADP’s resource requirements, costs, or timeframes.

6.1 — Project Management

- The ADP program manager will manage the Enterprise HR/Payroll, ADP GL, eTime, WinFlex and ESS implementation projects based on the ADP methodology, working with the Maricopa County project manager.
- Maricopa County project management support will be available to resolve project issues, especially issues that present a change in scope, time, or resources. Decisions will need to be made in a mutually agreed, timely manner to avoid a negative impact on the project schedule.
- The ADP program manager will create, maintain and manage a detailed project plan for tasks assigned to each implementation team.
- The project plan as conceived as of November 14 is based on the information available at the time. It is considered a living document and is expected to be modified throughout the course of the project in response events and project dynamics.
- Estimates of effort and the associated project plan are driven by the assumption that Maricopa County resources are located with ADP resources at the specific project sites,

and are available at required staffing levels. ADP will work collaboratively with Maricopa County to define the resource requirements for the analysis phase. At the completion of the business analysis ADP will work with Maricopa County to identify and assign resources to complete the tasks necessary to achieve the target implementation date. Both organizations are expected to achieve the resource commitment per the agreement. Deviations may impact the project schedule, effort and cost.

- ADP's standard change control process will be part of the agreement.
- All Maricopa County related deliverables, tasks, and resource requirements shall be defined in the mutually approved ADP project plan that shall form an additional basis for any subsequent change control.

6.2 Project Scope

- Effort for customizations identified during the initial discovery process is included in the project effort, but will be validated and prioritized and may need to be re-estimated as part of the comprehensive business analysis activities.
- While the comprehensive functionality of the Enterprise application will be available for Maricopa County's use, initial scope and ADP effort will be focused on providing support for the configuration of Enterprise Core HR and Payroll. Other functionality (e.g. Training Administration, Licenses & Certifications, Company Property, etc.) can be configured by Maricopa County provided it does not negatively impact the project timeline. ADP support for additional functionality will be handled through change control.
- Effort to set up Enterprise Core Benefits functionality is not included as part of the project effort. Payroll deductions for employee health and welfare benefits will be interfaced from ADP's Benefit Services WinFlex application.
- If changes to contracts, benefit offerings, payroll, or human resource policies occur during the engagement, the changes will be communicated to ADP and assessed by Maricopa County and ADP to determine if there is an impact to the implementation effort and timeframe.
- Development of end user and business procedure documentation is the responsibility of Maricopa County.
- Scheduling of and attendance at end user training will be performed as needed by the designated Maricopa County training administrators.

6.3 Resources

- Maricopa County's project team will be identified and fully allocated to the project as defined and detailed in the implementation project plan.
- Estimates of effort and the associated project plan are driven by the assumption that Maricopa County's resources are co-located with ADP resources at the project site and are available at required staffing levels. Deviations will impact the project's schedule, effort and cost.
- Maricopa County's core project team members will attend Enterprise training prior to the start of the Enterprise model.
- Maricopa County's SMEs will provide input to the development of the functional specifications as necessary, and if required will sign off on any new functional specifications prior to ADP continuing development work. Maricopa County SMEs will be available based on the ADP project plan for input and signoff.
- Maricopa County resources are responsible for developing and testing user acceptance test cases.
- Concurrent projects will not prevent Maricopa County resources from completing project work on time.
- ADP consultant hours are based upon 4 day workweeks consisting of 10-hour workdays. Consultants can work a Monday through Thursday or Tuesday through Friday schedule.

6.4 Data Conversion, Interfaces and Reports

- Maricopa County is responsible for data scrubbing and data integrity prior to conversion.
- The majority of conversion effort will be done by ADP, with input as needed by Maricopa County.
- Maricopa County's current PeopleSoft system will be the only source of Enterprise HR and Payroll conversion data.
- If any other employee data or reference table data is identified as needing to be converted from another source it will be provided in ADP specified formats and will be managed via Change Control, or it will be entered by Maricopa County manually.
- Maricopa County will extract data from the legacy system in ADP specified format.
- Maricopa County will be responsible for validating data mapping and reconciliation of all converted data.
- ADP is responsible for developing programs to import data to Enterprise Payroll from third parties for all identified inbound interfaces and to export data for all identified outbound interfaces. Optionally, outbound interfaces may be created by the Maricopa County by using delivered reporting tools to reduce development and maintenance costs.
- ADP Enterprise will be delivered with an ad hoc reporting tool. If needed, Maricopa County will design and develop ad hoc reports using this tool. Time required to assist in the development of ad hoc reports is effort not included in this estimate.
- Enterprise will become the system of record for Payroll and Human Resources data.
- WinFlex will become the system of record for Benefits data.
- ADP will distribute checks and direct deposit files, distribute tax filings to the U.S Government per the contract between Maricopa County and ADP.

6.5 Auditing/Testing

- Maricopa County project team members are responsible for auditing migrated data and validation of system functions.
- Testing will consist of unit testing, integration testing, user acceptance testing and parallel and stress testing.
- Maricopa County resources will fully participate in user acceptance testing and parallel testing and conversion testing efforts
- Maricopa County is responsible for all data and system validation
- Maricopa County project team members will define user acceptance testing test scripts and test cases with ADP support based on the agreed upon system testing strategy that ADP will draft.
- Maricopa County will define all user acceptance test scripts and test cases and conduct user acceptance testing based on the ADP testing methodology.
- Parallel and stress testing execution will be the responsibility of Maricopa County project team members. ADP will work with Maricopa County to come up with the parallel and stress testing plan.
- The Maricopa County project manager will sign off on each stage of testing. Sign off is a pre-requisite to entering the subsequent project phase.

6.6 Office Requirements

Maricopa County will provide each ADP resource with:

- ID Badges
- Ergonomically correct work spaces (cubicles)
- Access to office supplies
- Access to County LAN/WAN
- Printer access
- Telephones
- One high-speed internet connection per ADP resource to allow remote access to the ADP LAN environment containing the ADP toolkit and other data necessary for completion of the project. High speed connectivity through the firewall is required.

- ~~Project conference room with a lockable door and keys, file cabinets with keys, flip charts, white boards, and speaker phone~~
- ~~Access to facilities and equipment during regular business hours and at any other times by pre-arrangement (if necessary for continued work on the project)~~
- ~~Appropriate system turnaround time and system response time to enable project team to complete their assignments productively~~

~~7.0 ADDITIONAL SCOPE~~

~~If additional scope is identified during the course of the project, it will be handled through the Change Control process at the agreed upon contracted change control bill rate on a time and materials basis.~~

~~8.0 APPENDICES~~

~~8.1 HR/Payroll Testing Strategy~~

~~8.2 Benefits Administration Testing Strategy~~

~~See 07087 APPENDIX 2 EXHIBIT B~~

~~8.3 Training Plan~~

~~See 07087 APPENDIX 3 EXHIBIT B~~

~~07087 APPENDIX 1 EXHIBIT B~~

~~*Testing Strategy*~~

TABLE OF CONTENTS

1.0 EXECUTIVE SUMMARY

PROJECT TESTING OBJECTIVES

2.0 IMPLEMENTATION TESTING PHASES

OVERVIEW

INTEGRATION TESTING

USER ACCEPTANCE TESTING (UAT)

PARALLEL TESTING

INTEGRATION VERSUS UAT/PARALLEL TEST COMPARISON CHART

3.0 SCOPE AND OBJECTIVES

4.0 ASSUMPTIONS

OVERVIEW

IMPLEMENTATION TESTING ASSUMPTIONS

5.0 ROLES AND RESPONSIBILITIES

OVERVIEW

MARICOPA COUNTY MANAGEMENT

ADP TEST COORDINATOR

MARICOPA COUNTY ENTERPRISE eTIME/HR/PAYROLL SUBJECT MATTER EXPERTS

TECHNICAL ANALYSTS (EACH ADP SOLUTION TEAM)

6.0 TESTING PROCEDURES

OVERVIEW

INTEGRATION TESTING

USER ACCEPTANCE TESTING

PARALLEL TESTING

COMPONENTS OF THE TEST CASE MATRIX

SAMPLE TEST CASE MATRIX

SAMPLE ONLINE TEST SCRIPT

7.0 TEST INCIDENT REPORT PROCEDURES

PURPOSE

OBJECTIVES

INCIDENTS VERSUS ISSUES

TIR STATUS

INCIDENT LIFE CYCLE

TEST INCIDENT REPORT (TIR) SUMMARY

TEST INCIDENT REPORT (TIR)

8.0 TESTING SCHEDULE

UNIT TESTING SCHEDULE

INTEGRATION TESTING SCHEDULE

USER ACCEPTANCE (UAT) TESTING SCHEDULE

PARALLEL TESTING SCHEDULE

CONVERSION SCHEDULE

9.0 APPENDICES

SAMPLE UAT eTIME CHECKLIST:

PAYROLL PARALLEL POINTS OF REVIEW

HR PARALLEL TEST POINTS OF REVIEW

1.0 EXECUTIVE SUMMARY

Project Testing Objectives

- Develop an integrated test strategy and plan to ensure the accuracy, reliability, performance and stability of the ADP Enterprise EV5 system being deployed to support the HR, Enterprise eTime, and Payroll functions of Maricopa County in a hosted environment.
- Successfully complete all phases of testing for HR, eTime and Payroll and resolve all test incidents in order to meet the implementation target date and demonstrate the capabilities of the ADP applications to meet all of Maricopa County requirements.
- Provide Maricopa County employees who will be conducting the testing with a roadmap of what needs to be done, how to do it, when to do it, and what to expect during the various test cycles.

This document will define the overall testing process, assumptions related to testing, and roles and responsibilities of testers needed to complete the testing phases of the implementation. Some of these positions will be supportive (e.g. management, auditor), and others describe the primary 'testers' required (e.g. subject matter experts and end users of HR, Payroll, Time and Labor, and administrative staff).

The testing procedures explain, at a high level, the processes that will be used and the documentation required to perform each phase of testing. A description of how to create test cases and test scripts is also included.

2.0 IMPLEMENTATION TESTING PHASES

Overview

There are four types of tests that will be completed:

- Unit Testing—designed to test each individual modification in isolation to test the inner workings of each change. This level of testing was completed during the configuration phase.
- Integration Testing—designed to test all products, primarily from a technical perspective, to ensure that the components work together.
- User Acceptance Testing—designed to allow the end users to validate that the system is delivering the business functionality it has been specified to perform.
- Parallel /Stress Testing—designed to test end-to-end functionality of all products before switching to the new system. Allow the users to determine whether the new system produces the same results as the previous systems, factoring in reconcilable differences. Test system's performance when processing production size volumes of data. To include stress testing which is designed to test on-line response of the test system under simulated production data volumes and use loads.

Unit testing will not be included within the scope of the remaining Test effort documented within this Strategy. For the purposes of this Strategy document, Unit Testing is considered to have been completed by the individual development team within each ADP line of business.

Integration Testing

The purpose of Integration Testing is to test all products primarily from a technical perspective. The integration test phase serves as a quality assurance checkpoint for the technical testing that took place during the unit test phase. It also serves as a dress rehearsal for the business process testing which will be performed during the user acceptance test phase. A pre-defined test schedule will be used to establish a logical test execution flow, ensuring that system components work together as a unified whole and that all business processes perform as required. Tests will be grouped together into cycles, in a logical fashion, so that the overall number of cycles is minimized.

A Test Case Matrix will define what cycle each test case will be tested in Integration Testing. Scripts will include expected results for each test case and, upon completion of each test case, document the actual results of the test. Any differences between expected results and actual results or any problems detected during the testing process will be logged in the Test Incident Report (TIR) Summary as an open problem.

User Acceptance Testing (UAT)

User Acceptance Testing concentrates on testing business processes and is also organized into test cycles that emulate business processing cycles. The user procedures, manuals, and reference guides are also validated at this time. In User Acceptance Testing, the end-users of the system are responsible for validating that the overall products and customizations functions as expected. This is not an end-to-end test but a more general ‘kick the tires’ test of the base system. Generic user test scripts will be provided to Maricopa County for UAT testing.

A Test Case Matrix will define in what cycle each test case will be tested. User Acceptance Testing Scripts will include expected results for each test case and upon completion of each test case, document the actual results of the test. Any differences between expected results and actual results or any problems detected during the testing process will be logged in the Test Incident Report (TIR) Summary as open problems.

All testing incidents should be resolved prior to proceeding on to the next testing cycle. However, there may be instances when the TIR fix can be validated in the next testing cycle without adversely affecting the testing schedule. This may occur for instance when there are no other test cases or test processes dependent on the specific data outcomes

Parallel /Stress Testing

The purpose of Parallel Testing is to simulate production processing using live data and compare the results to those from the legacy systems for two payroll cycles. The current employee population will be converted into a full production environment mirroring the current systems, complete with security and procedures. Parallel testing requires running both the old and new systems and related interfaces so results can be compared. Data will be entered in the old system using the old procedures and the same data will be processed in the new system using the new procedures.

Automated tools are available for comparing data.

Parallel Testing will also validate the new system can process transaction volumes in a reasonable timeframe.

The Parallel Test will allow comparison over two full production cycles.

The Parallel Testing portion of the Implementation Test Plan will define:

- _____ which Legacy pay cycles will be run in parallel;
- _____ when each Enterprise HRMS pay period will be run;
- _____ what the parallel tasks are;
- _____ who will test them; and
- _____ In what sequence.

Upon completion of each test script the actual results of the test will be documented in the Parallel Testing Script. Any differences between expected results and actual results or any problems detected during the testing process will be logged in the Test Incident Report (TIR) Summary as open problems.

Unlike Integration and User Acceptance Testing, Parallel Testing does not use test cases. Actual employee data will be used. A successful parallel test is one that completely reconciles the old and new system results. For example, the legacy system does not calculate overtime rates based on FLSA rules, whereas the new system will. This will probably create differences, which need to be accounted for in detail.

Included in this activity is stress testing which measures the system’s ability to handle high levels of on line transaction activity. Historical data suggests that for a 15,000 employee population we can expect average peak concurrent user loads of approximately 75 concurrent users. Extreme maximum loads will be approximately 150 concurrent users. Online activity at levels simulating peak load will be conducted to test the systems ability to handle high level of on-line activity.

Parallel Testing is the final testing phase. Management level approval will be required prior to live production. Maricopa County will define “Success Criteria” to evaluate parallel test results

Integration versus UAT/Parallel Test Comparison Chart

	Integration Test	UAT Test	Parallel Test	Stress Test
Objective	Prove data flows, end-to-end	Prove business requirements met	Prove application(s) process accurately and are capable of handling peak loads	Prove on-line Response time
Focus	Batches and flows	Test Cases	Business process	Simulated data
Approach	Test functionality from simple to complex	Test overall functionality of core applications and eustoms	Test accuracy modeling business events and simulating peak load activity	Automated and manual load testing
Maricopa County Involvement	Limited to none	Moderate	Extensive	Extensive
Planning	Relatively simple—small group	Specific core County team members	Very complex—large team	Very complex large team
Duration	1 cycle Preparation—1 week Execution—1 week	Preparation—TBD during Business Analysis—2 weeks Execution—TBD during Business Analysis—2 weeks	2 cycles Preparation—2 weeks Execution—2 weeks	1 cycle
Staffing	Technical	Functional	Functional	
Test Cases	Limited	Moderate use of specified test cases	Actual employee data replicating legacy process	Limited
County Signoff	Not needed	Needed	Needed	Needed

3.0 SCOPE AND OBJECTIVES

The scope of Integration, UAT and Parallel testing is the entire system that will comprise the solution. All data required will be populated into the appropriate applications and tested to ensure accuracy. All customizations, interfaces, reports and batch jobs will be part of the testing scope.

4.0 ASSUMPTIONS

Overview

The successful completion of the project depends on a number of assumptions. Some assumptions are more critical than others; however, all have some bearing on the project success. Should any of these assumptions not hold true, the impact will need to be assessed at the time they become evident, and the appropriate adjustments or actions taken.

Implementation Testing Assumptions

1. The proper subject matter experts and functional users will be available to develop and execute the testing scripts. A separate group of people may be required to perform test validation.
2. Maricopa County will have fully validated conversion data prior to the integration testing, and will perform conversion file extractions and associated validations as needed to support the ongoing testing.
3. ADP/Maricopa County Technical resources will be available to support testing and investigate any defects.
4. All systems will be available as needed and appropriate for all involved time zones.
5. All required tables (e.g. Company, Pay Group, Job Code, Department, Earnings, Deductions, and Location) will be loaded with clean data prior to testing.
6. All customizations to the system required for the implementation will be unit tested prior to being tested in Integration testing.

- ~~7. All interfaces will be unit tested prior to being tested in Integration testing.~~
- ~~8. Each ADP system Project Lead will provide adequate resources to support issue tracking for UAT & Parallel testing.~~
- ~~9. All ADP application databases required for testing will be available during all scheduled test activities.~~
- ~~10. The scope and objectives of testing are correctly defined in the Test Strategy and will not be modified without following established change management procedures.~~
- ~~11. Testing will be conducted according to the procedures defined in the Test Strategy.~~
- ~~12. Maricopa County will provide adequate resources during testing as outlined in the Statement of Work and project plan.~~

~~5.0 ROLES AND RESPONSIBILITIES~~

~~Overview~~

~~The roles described are the key roles to be involved in the testing effort. These roles include not only the primary testers, but also other individuals that support the testing effort on an "as needed" basis.~~

~~Maricopa County Management~~

~~Responsibilities include:~~

- ~~• Review and approve test strategy~~
- ~~• Review and approve all testing results~~
- ~~• Authorize the move to live production~~

~~ADP Test Coordinator~~

~~Responsibilities include:~~

- ~~• Jointly develop the Test Strategy with Project Managers & Program Manager~~
- ~~• Coordinate all aspects of the testing process~~
- ~~• Facilitate and expedite the testing process~~
- ~~• Facilitate the modification and distribution of test scripts, templates, and information flows~~
- ~~• Coordinate and participate in the development of the Test Case Matrix.~~
- ~~• Report to the Program Manager regarding execution of testing scripts during the testing phases~~
- ~~• Ensure test plans and procedures are followed~~
- ~~• Review test results~~
- ~~• Coordinate approvals and signoffs of each testing effort with the tester and Maricopa County Management~~

~~ADP Enterprise eTime/HR/Payroll Project Managers~~

- ~~• Provide input to the ADP Test Coordinator to build the detailed Integration Test Plan for each system testing effort~~
- ~~• Facilitate and expedite the testing process~~
- ~~• Develop system test forms, templates, and information flows~~
- ~~• Coordinate and participate in the development of Integration testing scripts and Test Case Matrix~~

- ~~Oversee the execution of County testing scripts during the testing phases~~
- ~~Track all test cases with dependence relationships to ensure that they are scheduled and completed in the appropriate cycle~~
- ~~ADP Project Managers will ensure that all test incidents are logged~~
- ~~Coordinate resolution of test incidents and issues and provide Test Incident Report (TIR) Summary to ADP Test Coordinator~~
- ~~Ensure test plans and procedures are followed~~
- ~~Review test results~~
- ~~Coordinate approvals and signoffs of each testing effort with Maricopa County Management~~

~~Maricopa County Enterprise eTime/HR/Payroll Project Manager and Subject Matter Experts~~

~~Responsibilities include:~~

- ~~Identify business events and test conditions which must be tested~~
- ~~Execute Integration testing scripts and document results~~
- ~~Log UAT and Parallel test issues~~
- ~~Assist in resolving problems found during testing~~
- ~~Validate the results of Parallel Testing with Maricopa County Management~~

~~ADP Technical Analysts (each ADP Solution Team)~~

~~Responsibilities include:~~

- ~~Coordinate transfers of modifications and “fixes” of the software to the test databases~~
- ~~Execute batch runs, where appropriate~~
- ~~Perform exports, imports and migrations of test databases data and objects~~
- ~~Analyze and resolve technical and/or database problems~~
- ~~Execute SQL to add, delete or update tables~~
- ~~Prepare and execute Unit Testing scripts~~
- ~~Analyze and compare results of Unit Testing~~
- ~~Support Integration, User Acceptance and Parallel Testing by analyzing and resolving test incidents~~
- ~~Support Integration, User Acceptance and Parallel Testing by developing specialized queries to validate results on the old and new system~~
- ~~Establish, monitor, and maintain test environments~~
- ~~Analyze and resolve technical and/or database problems.~~
- ~~Resolve any interruptions in service in a timely manner.~~

6.0 TESTING PROCEDURES

Overview

The organization and management of the testing effort requires a project management approach.

Integration Testing

The ADP development staff will perform integration testing. Pre-defined test scripts will be used for each product tested. Each tester will record the results in the Integration Testing Scripts, obtain signoff where necessary, and document any exceptions using the Test Incident Reporting procedure.

The ADP Test Coordinator will be responsible for coordinating the execution of the testing scripts, according to the Integration Implementation Test Plan. No test script will be executed until the Test Coordinator has requested it. This is necessary because there are dependencies between many of the test steps and it is often critical to ensure that test results are correct for one step before executing any succeeding steps.

The ADP Test Coordinator will provide a recap of each test cycle to Maricopa County Management. The recap will contain a detailed account of all problems and issues encountered.

User Acceptance Testing

Below is the high level flow of User Acceptance Testing. Each step in the flow will be described in more detail following this summary.

1. Maricopa County will be provided with generic test scripts for each product line to be tested. Maricopa County with ADP's assistance will create additional scripts as needed to test specific business needs.
2. Maricopa County testers will execute the test scripts.
3. During the test cycle, the Maricopa County tester records issues on the Test Case Matrix Log.
4. The Maricopa County test lead will review the Test Case Matrix and determine which issues are incidents. Incidents are then logged on the Test Incident Report (TIR).
5. The TIR will be reviewed by the appropriate ADP team Project Manager who will forward issues to the ADP Technical Resource to resolve as appropriate

Parallel Testing

Below is the high level flow of Parallel Testing. Each step in the flow will be described in more detail following this summary.

- Maricopa County will repeat the steps taken to process payroll in their legacy system including creating interface files and transferring to other systems and importing files from other systems into their ADP system(s).
- The Maricopa County test lead will review the results of parallel testing and compare to the results in the legacy system.
- The Maricopa County test lead will log issues in the Test Incident Report (TIR).
- The TIR will be reviewed by the appropriate ADP team Project Manager who will forward issues to the ADP Technical Resource to resolve as appropriate
- Stress testing

Components of the Test Case Matrix

The Test Case Matrix needs to be completed by users knowledgeable about the business requirements and the implementation project for each business scenario being tested.

The Test Case Matrix should include:

Column Name	Column Description
Test Case ID Number (Unique)	The unique testing ID is composed of a number that lists the individual test case number for that test.

Test Case Description	<p>Business Processes are composed of Business Events. Once a Business Event has been identified, decompose the Business Event into more specific instances these instances are the test cases.</p> <p>Example: Bus Event HIR</p> <ul style="list-style-type: none"> ● Hire a salaried Employee on the first day of the pay ● Hire a salaried employee in the middle of a pay period <p>Test cases are associated with each business event by considering all the significant conditions that should be handled by the system.</p>
Test Objective	Describes the expected result of the test case.
Assigned Tester	This identifies the tester's name that performs the test on the test case.
User Acceptance Testing Cycles	Testing cycles should be divided into monthly processes, weekly processes, pay periods, daily events, or cycles found in production, hence the term, "logical cycle testing." What is important is that the logical cycles work in a sequential and integrated fashion with data feeding from one cycle to next throughout the test phase.
Passed Test	Insert X if the result of the test met the test case's Test Objective.
Failed Test	The result of the test did not meet the test case's Test Objective.
Comments/Action	Any issues or incidences of note concerning the test case should be listed. When actual test results do not match test objectives, this column records the action to be taken. For example, "TIR Summary"

Sample Test Case Matrix

TEST CASE ID		TEST CASE DESCRIPTION	TEST OBJECTIVE	EMPLOYEE	AVAILABLE TO TEST	USER ACCEPTANCE						Comments/Action
T Y P E	NUMBER					TOTAL TESTS	ASSIGNED TESTER	Logical Cycle 1	Logical Cycle 2	Logical Cycle 3	Passed	
TOTALS ----->					116	133	63	6	56	98	14	
1	H	1	Hire F/T Regular exempt - Eff date 6/20/97, works in NH, lives in MA.	Verify that CSS HR will allow set-up of indicated values and conditions	Bernard Johnson	1	1 JB	X				
	B	2	2 Enroll in benefits - including FSA and Dependent Care	Run the custom process, check to make sure the correct benefit plan has been assigned and that the correct deduction amount is being created. Verify on-line and SQR for emplr match. Pay per amt calc on FSA screen.	Bernard Johnson	1	1 DO					
2	B	2A	Date for 401K Vesting has been added to Personnel Data screen	Verify that a different date can be manually entered for 401K Vesting	Bernard Johnson	1	1 DO					
3	P	3	3 Input tax and payroll data including tax levy	Verify that CSS HR will allow set-up of indicated values and conditions. Verify levy in cycle 3.	Bernard Johnson	1	1 JF					
4	H	4	1 Hire F/T regular non-exempt - Eff date 8/20/97, work loc. 982, paygroup AFI, shift 10%	Verify that CSS HR will allow set-up of indicated values and conditions	Phred Hiddy	1	1 JB	X				
5								X				

SAMPLE ONLINE TEST SCRIPT

Case	Description	Process an active employee that changes from a part time to a full time status.
Cycle	Objective	Verify that a status change from part time to full time passes to Benefits and allows a newly eligible employee to enroll in all applicable benefits. Verify enrollments into plans.

Incidents versus Issues

A Test Incident Report (TIR) is a documented record of a discrepancy that was discovered during testing. A discrepancy results whenever an actual test result does not match the expected result.

Note that an issue is different to an incident. An issue is a question or concern related to testing that requires discussion or possible action. It is not specifically associated with the comparison of actual and expected test results, and often has a much broader context. For instance suppose that concerns have been raised about the size of the test sample used during acceptance testing—should it be larger? This is clearly an issue rather than a test incident and should be documented in an issue repository rather than in a TIR.

It will be the joint responsibility of the ADP Project Manager and the Maricopa County Project Manager to determine Incident versus Issue. Both will be responsible for signing off on the determination before proceeding.

TIR Status

A TIR may have a status of: Open, Resolved or Closed.

Open TIRs are test incidents that have been recorded but which have not yet been investigated and therefore have no resolution. The ADP Project Manager will insure that Open TIRs will be assigned for investigation as soon as possible.

Resolved TIRs are test incidents that have been fully investigated, have resolution information recorded, and are ready for retest or closure. If the investigation proved that the incident was not really an error, then the incident is ready for closure. If on the other hand, the incident did reflect an error that required correction, a retest is necessary before the incident can be closed.

Closed TIRs are test incidents that require no further action. Either no fix was required or else a fix and retest have been successfully completed. Even though a TIR is closed, the TIR remains on the database for information purposes.

Incident Life Cycle

Opening an Incident

An incident may be opened by anyone responsible for reviewing and validating test results. The person who opens the incident completes a TIR that is used to record all detailed information regarding the incident and its resolution. The TIR should be submitted to the ADP Project Manager.

See the sample Test Incident Report form for the details on documenting the TIR Description.

Resolving an Incident

Each ADP Project Manager assigns each newly opened TIR to an individual for resolution, and enters this data into the Test Incident Report Summary.

The individual assigned to resolve the TIR must investigate the incident and determine its cause. See sample TIR form for details.

The individual responsible for resolution completes the resolution information in the TIR form, changes the TIR status to R (resolved) and returns the completed form to the ADP Project Manager. The Test Incident Report Summary is updated daily.

TIR's should be investigated and resolved within 24 hours of reporting the TIR.

Closing an Incident

Only the ADP Project Manager or ADP Test Coordinator should close TIRs with Maricopa County Management's approval.

<p><i>original TIR for reference, if required. Sometimes it may be the case that it is unclear whether a number of problems are attributable to the same cause. In this case separate TIRs should be opened, with details of the different symptoms.</i></p>
<p>Resolution</p>
<p><i>The individual assigned to resolve the TIR must investigate the incident and determine its cause. Once the cause has been identified an appropriate action must then be determined. If an incident requires a programming fix, this fix must be thoroughly tested before being closed.</i></p> <p><i>If the resolution is that no fix is required, then the TIR can be marked as resolved straight away.</i></p> <p><i>The individual responsible for resolution or other designated individual enters the resolution information in the TIR Summary and changes the TIR status to R (resolved).</i></p>

8.0 TESTING SCHEDULE

Unit Testing Schedule

TASK	RESPONSIBLE	START	END
Conduct HR/PR/Autopay Unit Testing	ADP		
Conduct Benefits Unit Testing	ADP		
Conduct eTime Unit Testing	ADP		

Integration Testing Schedule

TASK	RESPONSIBLE	START	END
Conduct Integration Testing	ADP		

User Acceptance (UAT) Testing Schedule

TASK	RESPONSIBLE	START	END
UAT Scripts Development	Maricopa County SME		
UAT Conducted	Maricopa County SME		
Benefits UAT (Web)	Maricopa County SME		
Sign off UAT	Maricopa County		

Parallel Testing Schedule

TASK	RESPONSIBLE	START	END
Parallel Cycle 1	Maricopa County		
Parallel Cycle 2	Maricopa County		
Sign off Parallel	Maricopa County		
Go Live	Maricopa County		

Conversion Schedule

Original Conversion from Maricopa County to EV5	
UAT Conversion from Maricopa County to EV5	
Parallel Conversion from Maricopa County to EV5 (Potential second parallel conversion for test)	
Go Live Conversion	

9.0 APPENDICES

Sample UAT eTime Checklist:

User Acceptance Testing Checklist

~~DOCUMENTS TO HAVE ACCESSIBLE DURING TESTING:~~

ETIME CONFIG REPORTS	BUSINESS REQUIREMENTS DOC (BRD)
INTERFACE SPECS	PEOPLETYPE TABLE
ANY TABLES USED IN IMPORTS	ACCESS PROFILES WORKBOOK
IMPORT SOURCE FILES	REPORTS DESCRIPTION BOOKLET
INSTRUCTIONS FROM IMPORT/EXPORT	

Maricopa County testing for eTime:

To be completed prior to eTime UAT:

- ~~Maricopa County with assistance of ADP: Compile test scripts for all scenarios for all payrules and populations to be included in Enterprise ETime testing.~~
- ~~Maricopa County with assistance of ADP: Determine as early in implementation as possible if test data will be kept as part of the database after testing complete. If it is to be removed, alert the ADP PL/EM immediately, so a strategy can be in place for removal of test data.~~
- ~~Maricopa County with assistance of ADP Advise IT/ADP Technical staff of their needed accessibility during the testing (backups, troubleshooting system issues, troubleshooting connectivity, etc.)~~
- ~~Maricopa County with assistance of ADP: Determine communications methods/rollout process to users, groups for each phase, if phased, etc.~~

To be completed during eTime UAT:

- ~~Maricopa County with assistance of ADP With ADP Technical Analyst assistance, walk through the does at the top of this document and any existing issues log updates. Note anything that may need changed/addressed prior to testing.~~
- ~~Maricopa County with assistance of ADP: Verify labor levels and labor level entries using the Labor Level Ent. Etime report. Compare this to files sent to load labor levels.~~
- ~~Maricopa County with assistance of ADP Verify all paycodes and combined paycodes using Paycode reports. Compare this to the paycodes you intended to be in Enterprise ETime per Business Requirements Doc (BRD).~~

~~Maricopa County with assistance of ADP: Review the list of comments in Enterprise ETime configuration report COMMENTS, and confirm.~~

~~Maricopa County with assistance of ADP Perform unit testing on all workrules/payrules using your unit test script templates. A master list of testing results if several people are assisting UAT would be highly desirable and serve as central point for capturing all tested data. Unit testing should be testing the following as applicable:~~

- ~~Rounding rules~~
- ~~Shift guarantees~~
- ~~Exception flags (red box indicating missing punches, long shifts, etc.)~~
- ~~Break rules~~
- ~~Meal and break rules~~
- ~~Bonus rules~~
- ~~Deduction rules (meals and breaks deducting correctly)~~
- ~~Call in or callback rules~~

- ~~Schedule deviations~~
 - ~~Overtimes~~
 - ~~Zones (such as shift differential, weekend differential, day of week OT, holidays worked)~~
 - ~~Ensure employees hours cales and paycodes applied correctly.~~
 - ~~Test Labor Level transfers~~
 - ~~Ensure all holidays are in holiday table~~
 - ~~Ensure holidays are applying correctly to payrules~~
 - ~~Ensure holiday credits are given correctly~~
 - ~~Ensure pay periods are accurate (Fixed Rules report shows the pay periods configured)~~
- ~~Maricopa County with assistance of ADP Login as each type of employee as noted in function access profiles and confirm only allowed to perform functions, view items as intended. (Can use profiles workbook as guide and tweak changes as needed). Confirm the logic on import used to assign profile to the employee and/or manager. Confirm assignment in interface spec and/or peopletype table~~
 - ~~Maricopa County with assistance of ADP Login as each type of employee as noted in display profiles and confirms display and quicknavs are correct. Confirm the logic on import used to assign profile to the employee and/or manager. Confirm assignment in interface spec and/or peopletype table.~~
 - ~~Maricopa County with assistance of ADP Login as each type of employee as noted in pay code data access profiles and confirm correct paycodes available as employee and as manager. Confirm the logic on import used to assign profile to the employee and/or manager. Confirm assignment in interface spec and/or peopletype table.~~
 - ~~Maricopa County with assistance of ADP Login as each type of employee as noted in report data access profiles and confirm correct reports available as employee and as manager. Confirm the logic on import used to assign profile to the employee and/or manager. Confirm assignment in interface spec and/or peopletype table.~~
 - ~~Maricopa County with assistance of ADP: Verify log on name and password conventions work correctly.~~
 - ~~Maricopa County with assistance of ADP Verify time entry methods assigned and appear as desired.~~
 - ~~Maricopa County with assistance of ADP Verify hours and minutes or decimals are used as desired for each type of employee.~~
 - ~~Maricopa County with assistance of ADP Verify the default time periods on screens are as desired.~~
 - ~~Maricopa County with assistance of ADP Verify days appearing in timecards represent time period you desire.~~
 - ~~Maricopa County with assistance of ADP Verify employee group sets are built correctly whether via import or manually in Enterprise ETime.~~
 - ~~Maricopa County with assistance of ADP: Build any schedules necessary for testing and ongoing. Communicate those to your application consultant if they are to be assigned to employees via an import.~~
 - ~~Maricopa County with assistance of ADP Verify labor level transfer sets are built correctly whether via import or manually in Enterprise ETime.~~
 - ~~Maricopa County with assistance of ADP: (with AC present for walkthrough): Review and test import and export instructions (hours export, employee import, accrual balance import, labor level import, employee group set import, and any others).~~

- ~~Maricopa County with assistance of ADP Verify licenses are assigning correctly via import (spot check in Enterprise ETime that managers are getting a manager license and non-managers, not getting manager license can view import logic in interface specs).~~
- ~~Maricopa County with assistance of ADP Verify logic for employee demographic field valuation is correct. (can use people editor in Enterprise ETime to insure fields valued correctly, and interface specs/tables for logic).~~
- ~~Maricopa County with assistance of ADP Review accrual rule reports and test accrual rules.~~
- ~~Maricopa County with assistance of ADP: Verify accrual balances are correct.~~
- ~~Maricopa County with assistance of ADP Ensure clocks, PC's, biometric devices that are to be used with EeT are installed, connected and communicating with Enterprise e Time, and Data Collection Manager (if used).~~
- ~~Maricopa County with assistance of ADP AC will walkthrough the setup of workflow notifications with the County. If remaining notifications need to be setup, the County will setup with AC providing assistance if needed.~~

Payroll Parallel/Stress Points of Review

It is critical that the review process includes but is not limited to, the following data with load associated.

Master Control Data:

- ~~Scheduled deductions~~
- ~~Marital Status~~
- ~~Tax Exemptions~~
- ~~Taxing State Codes~~
- ~~Taxing Locals/City/County Tax Codes~~
- ~~Direct Deposit Information~~
- ~~Garnishment/Tax Levy/Child Support Lien Data~~
- ~~Tax Blocks~~
- ~~Additional Taxing Amounts~~
- ~~Department Numbers~~
- ~~Status~~
- ~~Employee Type~~
- ~~Benefit Accrual Data~~
- ~~Home Job Cost Numbers~~
- ~~Automatic Labor Allocation Information~~
- ~~Names~~
- ~~Addresses~~
- ~~Pay Rates~~
- ~~Pay Frequencies~~
- ~~Pay Group~~
- ~~Employee Dates~~
- ~~Social Security Numbers~~
- ~~Qualified Pension Indicators~~
- ~~EIC Coding~~
- ~~Status Flags~~
- ~~Data Control~~
- ~~Clock Number~~
- ~~Custom Area Fields~~
- ~~YTD/QTD Earnings, YTD/QTD Gross Earnings~~
- ~~YTD/QTD Taxable Deductions, Pretax Deductions, Tax Deductions~~
- ~~YTD/QTD Taxable Amounts~~
- ~~YTD/QTD Exempt Amounts~~

- YTD/QTD GTL Imputed Income
- YTD/QTD Special Accumulator Balances

Pay Statement, Payroll Register, Summary, and Supporting Management Reports:

- Actual deductions—voluntary and statutory
- Direct deposit banking information
- Hours/Earnings
- Exception Data
- Masterfile Changes
- Garnishment/Tax Levy/Child Support Lien Data
- Reports/Checks/Vouchers/Files—Formats, Sorts, Subtotals, Totals
- Current Deductions, Balances, Taxables
- Gross Earnings
- Federal Taxes
- State Taxes
- SUI/SDI Taxes (if applicable)
- Local/City/School District Taxes (if applicable)
- Preferred Compensation (401k, 403b, etc)
- Group Term Life (if applicable)
- Special Accumulator Totals
- Third Party Sick Pay
- Scheduled Deductions
- Shift Calculations
- FSA Deductions
- Additional Pays (2nd checks)
- Benefit Accrual (vacation/sick/etc.) Calculations and Balances
- Download files YTD and Pay Detail (.YTD, .DET)

Interfaces:

- File and/or Report Format(s)
- Correct Population
- Accurate Calculations/Accumulations
- Presence of each data element
- Third Party review and approval if applicable

General Ledger Interface (As Necessary):

- File and/or Report Format(s)
- Accurate Calculations
- Accurate account number distributions and amounts
- Accurate end of month accruals
- No default or suspense
- Presence of each data element
- Third Party review and approval if applicable

HR Parallel/Stress Test—Points of Review

It is critical that the review process includes but is not limited to, the following data:

- Department Numbers
- Status
- Employee Type
- Location
- Job Code
- Names
- Addresses
- Social Security Numbers

- Custom Area Fields
- Union Codes
- Supervisor ID
- Benefit Program
- Employment Related Dates
- Workers Comp Codes
- FLSA
- Salary Plan/Grade
- Comp Frequency
- Ethnic Group
- Gender
- Marital Status
- Birthdate
- Phone number

Interfaces:

- File and/or Report Format(s)
- Correct Population
- Accurate Calculations/Accumulations
- Presence of each data element
- Third Party review and approval if applicable

~~07087 APPENDIX 2 EXHIBIT B~~

Table of Contents

~~1.0—Objectives~~

~~2.0—H&W (Benefit Administration)~~

~~2.1—Conversion Testing~~

~~2.2—Unit Testing (UT)~~

~~2.3—Integration Testing (IT)~~

~~2.4—User Acceptance Testing(UAT)~~

~~3.0—Assumptions~~

~~3.1—Overview~~

~~3.2—Data Conversions and Maintenance~~

~~3.3—Infrastructure~~

~~3.4—Staff Resources~~

~~3.5—Customizations~~

~~4.0—Test Team Roles and Responsibilities~~

~~4.1—Overview~~

~~4.2—ADP Responsibilities:~~

~~4.3—Maricopa County Responsibilities~~

~~5.0—Testing Procedures~~

~~5.1—Overview~~

~~5.2—Scenario Report~~

~~5.3—Test Case Status Report~~

~~5.4—Tester Instructions~~

~~5.5—TIR Status Report~~

~~5.6—Maricopa County Approval Document for UAT~~

~~6.0—Scope of Testing~~

~~6.1—Overview~~

~~6.2—Open Enrollment Testing~~

~~6.3—Ongoing Administration Testing~~

1.0 OBJECTIVES

The purpose of this document is to provide Maricopa County and the ADP implementation team with an overview of ADP's test processes and Maricopa County's involvement in the testing phase of the Benefit Administration (BA). Test phases, assumptions, roles and responsibilities, overview of the testing procedures, and scope of testing will be covered in this document.

2.0 BA TESTING PHASES

BA standard implementation methodology includes the following phases of testing:

- Conversion Testing
- Unit Testing
- Integration Testing
- User Acceptance Testing

The phases of testing are described as follows in the order in which they occur:

2.1 Conversion Testing

This phase is designed to insure that all data is properly converted from the identified data conversion sources to WinFlex. Data mapping documentation will identify fields and sources for conversion and will be reviewed and approved by ADP. Some examples of the testing requirements are:

- All records from the source(s) reach the target (reconcile)
- Conversion rules are applied successfully. (i.e. splitting or formatting fields, translations, etc.)
- Mapping from target fields to source fields is correct. (field a > field a, field b > field z)
- Parent/Child relationships remain intact
- File formats are retained or changed to specification from source to target
- Conversion Testing will be accomplished by a variety of techniques, including:
- Individual counts of data rows / records that were converted will be evaluated
- A sampling approach will be utilized by the Maricopa County project team to verify that all converted data is valid.
- Review of data edit reports which are used to confirm that data used for processing and determining eligibility is present on the census file.
- Errors due to data values are provided to the County for correction.

2.2 Unit Testing (UT)

Unit Testing concentrates on the validation of specific areas or functions of the system. Unit Testing usually resides within a particular product or service (i.e., WinFlex, Communications, Employee Self Service, etc.). A unit may be an individual process, table, panel, or modification. ADP performs all unit testing. The purpose is to ensure each functional area is working properly and is ready to be combined with other components for Integration Testing. County involvement will be minimal during this phase and will be limited to consultation on business rules and validation of results.

2.3 Integration Testing (IT)

Integration Testing is focused on how all of the individual components work together as an overall delivery service using County specific data. A predefined test schedule will be used to establish a logical test execution flow. Data is processed beginning at each logical input point and continues until each logical output point is reached, an end to end testing of business processes. ADP executes integration testing. It serves as a validation of the business processes prior to User Acceptance Testing. It is the most rigorous testing type, and is structured around detailed

scenarios of each business process. Integration testing will be a comprehensive test of all pre-defined variations of processes, actions or data and will also test any ~~Maricopa County~~ specific criteria. Typically, integration testing for open enrollment functions will be performed separately from integration testing for on-going administration functions. The final expected outcome of Integration Testing is internal ADP approval.

2.4 ~~User Acceptance Testing (UAT)~~

User Acceptance Testing concentrates on testing functionality from an end-user or County perspective. During this test phase, procedures, reference guides, manuals and business rules are validated as well as the accuracy of the data. UAT requires participation from both the County and ADP resources and serves to train end-users of the system. The final expected outcome of UAT is end-user approval. An actual signoff is required, from both the County and the ADP team. The UAT phase is required and written acceptance is mandatory prior to the County going live. Outstanding issues must be documented on the UAT signoff document. Typically, UAT for open enrollment functions will be performed separately from UAT for ongoing administration functions.

3.0 ~~ASSUMPTIONS~~

3.1 ~~Overview~~

Successful completion of the testing phase of the project depends upon a number of assumptions that have been made. Some assumptions are more critical than others, however, all have some bearing on the testing process and the overall success of the project. Should any of these assumptions not hold true, the impact will need to be assessed at the time they become evident, and the appropriate adjustments and actions taken.

3.2 ~~Data Conversions and Maintenance~~

- ~~Data conversion errors will be resolved prior to Integration Testing. Any unresolved errors will not be loaded to test environments, as they adversely impact testing.~~
- ~~All required configuration tables will be loaded with valid County data prior to testing.~~

3.3 ~~Infrastructure~~

- ~~Controlled environments are established before IT testing begins.~~
- ~~Technical support will be available to the testing team.~~
- ~~The test databases will be available during all scheduled test activities (including any time zone variances).~~

3.4 ~~Staff Resources~~

- ~~Maricopa County and ADP subject matter experts and functional users will be available to develop, execute and validate test cases.~~
- ~~ADP and Maricopa County technical resources will be available to support testing and investigate any incidents.~~
- ~~Adequate staff resources will be provided by Maricopa County to assist in the testing process.~~

3.5 ~~Customizations~~

- ~~All customizations to the system required for the implementation will be unit tested prior to Integration Testing.~~

4.0 TEST TEAM ROLES AND RESPONSIBILITIES

4.1 Overview

The roles described are the key roles involved in the testing effort. These roles include not only the primary testers, but also other individuals that support the testing effort on an “as needed” basis. The lists below outline the ADP test team responsibilities as well as overall County test responsibilities.

4.2 ADP Responsibilities:

4.2.1 Project Manager

- Provide overall leadership and guidance for testing process
- Ensure that all standard test methodology is used
- Manage test plan against overall project plan
- Identify pool of testers
- Coordinate Maricopa County approval of the testing effort
- Communicate request for test file of data driven and missing test cases as defined by County plan design (ex: new hires, terminations, salary changes, transfers, age breaks, salary banding etc.) from County.
- Support Testing Specialist in planning and executing the test plan
- Work with Testing Specialist to manage resolution of test incidents
- Responsible for securing signoff documents from County.

4.2.2 ADP Testing Specialist

- Work closely with subject matter experts to identify and develop Maricopa County specific test cases and documents expected results
- Utilizes the test strategy to ensure that all new functionality is present and works in harmony with the standard system
- Maintain Test Strategy
- Review testing strategy with internal team and Maricopa County Management
- Work with Project Manager to identify testing timelines for the project plan
- Select Test Scenarios
- Identify specific criteria for the Test Scenarios and select employees to be tested
- Work with Project Manager to identify data driven events and missing test cases which should be included on test file from County.
- Provide training to internal team (ADP and Maricopa County participants) on the tools and testing processes
- Create and distribute Testing Instructions and Test Schedule
- Coordinate delivery of testing materials (scenarios, County documentation, worksheets, confirmation statements, etc.)
- Review expected results on test scenarios
- Communicate testing status to Maricopa County Management
- Facilitate Integration and User Acceptance review calls
- Coordinate with Maricopa County Testing Lead throughout User Acceptance testing
- Maintains TIR Status Report from Integration and User Acceptance Testing
- Work with appropriate team members to resolve TIRs
- Assist Project Manager in securing signoff documents from County.
- Acts as a liaison with ADP staff as part of the hand off to production and ongoing support by ensuring that all testing results are clearly communicated and documented.
- Ensure proper storage of all testing documents to support audits processes.

4.2.3 Testers (as assigned by ADP and Maricopa County)

- Use standard and custom test cases provided by testing specialist
- Execute test cases and document results
- Analyze and review results
- Document testing discrepancies by recording TIRs in Benefits Application Testing Tool (BATT).
- Retest cases, as needed
- Technical Resources (as assigned by ADP and Maricopa County)
- Facilitate establishment and maintenance of test environment including backups and security
- Receipt of inbound data files
- Execution of system interfaces
- Timely reporting on system discrepancies or issues
- Provide progress updates for all technical resource tasks
- Incident resolution
-

4.3 Maricopa County Responsibilities

- Consult with Subject Matter Experts (SMEs) and provide input to building County specific test cases
- Review and signoff of testing strategy document.
- Review and signoff of test scenarios document.
- Identify testing resources (both business level and technical)
- Establish testing environment, back up strategy, and security (if needed)
- Provide test file of data driven test cases as defined by County plan design (ex: new hires, terminations, salary changes, transfers etc.)
- Execute tests, analyze results and report all issues to ADP according to the timeline
- Document testing discrepancies by recording TIRs in Benefits Application Testing Tool (BATT).
- Ensure that internal issues are resolved in a timely manner
- Participate in scheduled conference calls
- Ensure on time delivery of scheduled test cases and interface execution
- Ensure return test data is loaded and/or verified in a timely manner
- Formally approve User Acceptance Testing
- Provide timely signoff on resolution of issues and incidents

5.0 TESTING PROCEDURES

5.1 Overview

The organization and management of the testing effort require a project management approach. The following documents define the steps and components of the testing process and are the baseline against which progress is measured. The descriptions include procedures in order provide a framework for how the test effort will be organized and managed. For more details regarding the structure and functionality of the actual tools referenced below, see each individual tool and the applicable instructions.

5.2 Scenario Report

The Scenario Report contains standard scenarios and criteria for testing systems and services. The scenarios provide the outline of what is being tested and the criteria outline the specific details including eligibility group, salary, date of birth, and other applicable eligibility drivers. These scenarios and criteria are based on the functionality of the products within an implementation, and the experience of the ADP implementation team. This document will be reviewed with Maricopa County Management to enable them to understand the scenarios and criteria that will be tested, and to open discussions on additional Maricopa County specific scenarios to be added.

Once the scenarios and criteria have been defined, employees will be selected to fit defined criteria. This will establish the test cases to be used for testing. Identification of these employees will be done in coordination between the ADP Testing Specialist and Maricopa County Management. The information documented within the Scenario Report will include detailed information—what to test and the expected outcome—necessary to ensure that the scenario is properly tested.

Test cases are created to allow for use/re-use in multiple cycles of testing. A large initial testing design effort will pay dividends in the future each time additional modifications require regression testing as test cases will already exist.

The test cases for each test phase should:

- Identify the overall scope and objective of the test
- Provide data values for the test
- Document expected test results
- Indicate approval of test case

5.3 Test Case Status Report

Once test cases have been created, the Test Case Status Report can be generated. This document is a high-level summary of all test cases and is used as a mechanism to track the status of the cases. This document will be generated on a frequent basis, and will provide an ‘at a glance’ view of the status of the testing process.

5.4 Tester Instructions

The ADP Testing Specialist and Maricopa County Testing Lead will provide testing instructions to all executors of the test cases prior to the start of the Integration and User Acceptance testing phases. The instructions supply directions and pertinent information regarding whom to contact to answer questions, tools required for each tester, database access information, and key testing cycle milestones.

5.5 TIR Status Report

The TIR Status Report contains documented records of discrepancies that are discovered during testing. A discrepancy results whenever an actual test result does not match the expected result documented in the associated Test Scenario. (Incidents also include anything found during testing that is determined to be wrong even if outside the scope of the specific test case.) The objectives of test incident reporting are as follows:

Ensure that all test discrepancies are recorded in a repository accessible to the project team and available for historical reference.

Provide an effective method for recording information about the incident, such as who was assigned, when it was initiated and when it was resolved and/or closed.

Provide a detailed description of both the original incident and the associated resolution.

Note that an issue is different than an incident. An issue is a question or concern related to testing that requires discussion or possible action. It is not specifically associated with the comparison of actual and expected test results and often has a much broader context. For example, a concern about the size of the test sample used during acceptance testing—should it be larger? This is clearly an issue rather than a test incident and should be documented in the Project Issues Log, rather than recorded as a TIR.

An incident may be opened by anyone responsible for reviewing and validating test results. The tester who opens the incident completes a TIR which entails populating the appropriate fields on the TIR page. The tester should also include any screen prints, log files, report pages, etc. that further demonstrates / documents the encountered incident. The testing specialist then assigns the

TIR to a subject matter expert (SME). The SME works to resolve the incident, documents resolution and reports status back to the testing specialist. Once the incident is resolved the testing specialist reassigns the test case to the tester.

When multiple occurrences of the same error are discovered (e.g., several employees have incorrect commission earnings), only one TIR should be opened because a single correction should clear all errors encountered. Conversely, for discovery of multiple, unrelated errors within the same test case, a separate TIR should be opened for each different type of error because a different correction may be required to clear each error. If it is not apparent whether errors are caused by a single problem, the testers must use their best judgment as to the need for more than one TIR.

The individual assigned to resolve the TIR must investigate the incident and determine its cause. Once the cause has been identified, an appropriate action must then be determined and documented in the TIR. If an incident requires a programming fix, this fix must be unit tested prior to moving the test case to a re-test status. If no action is required, the incident can immediately be marked closed as a non-issue. The status of TIRs is documented and tracked in the TIR Status Report. The TIR Status Reports containing both open and close incidents will be provided to Maricopa County Management for final sign-off.

5.6 — Maricopa County Approval Document for UAT

This document contains any open incidents that were not resolved during a particular testing phase along with the action that is being taken to address the issue(s).

The document is used to request agreement by signature that services are at an acceptable level of readiness, based upon test results, to proceed further.

6.0 — SCOPE OF TESTING

6.1 — Overview

Project testing is typically broken out into two main categories. The first category covers open enrollment testing. Open enrollment testing covers loading initial files, processing open enrollment activities, and generating initial carrier and payroll deduction files. The second category deals with ongoing administration testing. Ongoing administration testing covers the functional areas associated with testing events through WinFlex to the various interfaces. This section outlines the functional items that will be tested for these two main categories. The following list provides a basis for the the scope of the testing areas. The actual scope (including the following and any additional areas identified by ADP or Maricopa County) of testing will be agreed to upon review of the final testing plan.

6.2 — Open Enrollment Testing

- — Eligibility
 - — Proper assignment of plans and rates (based on eligibility, zip code, age, salary, etc.)
 - — Proper assignment of medical, dental, and vision plan coverage levels
 - — Calculation of life and disability coverage amounts
 - — Special groups (executives, grandfathered union groups, etc.)
- — Ongoing census file load
 - — Proper assignment of open enrollment event for new hires, rehires, and newly eligible for benefits (includes verification of rates, plans, coverage levels, and coverage amounts)
 - — Proper assignment of termination and/or loss of coverage events
 - — File Compare report (duplicate records, field errors, etc.)
- — Enrollment worksheets
 - — Eligibility items (plans, rates, coverage levels, and coverage amounts)
 - — Dependent information

- Print format (logo placement, special text, website, employee demographic information, etc.)
- Current elections for life plan
- Head count
- Employee Self Service (ESS)/Web
 - Login (pin assignments set to default, login available to appropriate populations, and login text)
 - Open enrollment event
 - Interface file creation and proper format and head count
 - Proper event process sequence on Web
 - Plans, rates, coverage levels, and coverage amounts
 - Dependent information (current, add, modify, and drop coverage)
 - Elections (display current election (Life only), add, modify, and drop coverage for all plans)
 - Rules regarding elections (EOI, coverage level assignment, dependent assignment, student assignment, lock in rules, domestic partners, etc.)
 - Event confirmation
 - Benefit Summary
 - Load ESS file with open enrollment elections (proper format, head count, and open enrollment event status in WinFlex)
 - Assignment of coverage in WinFlex
 - Open enrollment event for new hires, rehires, and newly eligibles
- Confirmation statements
 - Elections (plans, rates, coverage levels, and coverage amounts)
 - Before tax and after tax deductions
 - Dependent information and dependent coverage
 - Print format (logo placement, special text, website, employee demographic information, etc.)
 - Head count
- Initial Carrier and FSA enrollment files
 - File formats and head count
 - Employee demographic information
 - Elections (plans, rates, coverage levels, coverage amounts, pledge amounts, and coverage begin/end dates)
 - Dependent information and dependent coverage
 - Report codes and/or custom items
- Initial payroll deduction file
 - File format and head count
 - Deduction codes, amounts, and coverage levels
 - Before tax and after tax deductions
 - Life imputed income amounts

6.3 Ongoing Administration Testing

- Ongoing file load
 - Creation of appropriate events based on data changes (employee status, predefined eligibility fields, salary, etc.)
 - Eligibility assignment based on event
 - Proper assignment of plans and rates (based on eligibility, zip code, age, salary, etc.)
 - Proper assignment of medical, dental, and vision plan coverage levels
 - Calculation of life and disability coverage amounts
 - Special groups (executives, grandfathered union groups, etc.)
 - Record count
 - File Compare report (duplicate records, field errors, etc.)
 - Proper termination of eligibility (termination, death, loss of eligibility to plans, etc.)
 - Gain of eligibility (non-eligible to eligible or gain of eligibility to specified plans)
 - Passive event creation and calculation (length of service and age)

- Event durations
- Negative testing of edits and error reports
- Enrollment worksheets
 - Eligibility items (plans, rates, coverage levels, and coverage amounts)
 - Dependent information
 - Print format (logo placement, special text, website, employee demographic information, etc.)
 - Current elections
 - Head count (current number for each type of event)
- Employee Self Service (ESS)/Web
 - Login (pin assignments set to default, login available to appropriate populations, and login text)
 - Availability of proper data driven events (testing each type of event)
 - Availability of family status change events (testing each type of event)
 - Interface file creation and proper format and head count
 - Proper event process sequence on Web for specified events
 - Plans, rates, coverage levels, and coverage amounts
 - Proper election opportunities based on event
 - Display current elections
 - Add, modify, and drop coverage based on event rules
 - EOI rules
 - Lock-in rules
 - Coverage level assignment
 - Dependent coverage
 - Display current coverage
 - Add, modify, and drop coverage based on event rules
 - Dependent assignment
 - Student and handicap assignment
 - Event confirmation
 - Benefit Summary
 - Load ESS file with event elections (proper format, head count, and event status in WinFlex)
 - Assignment of coverage in WinFlex
- Confirmation statements
 - Proper new elections and/or coverage changes (plans, rates, coverage levels, coverage amounts, EOI, and coverage effective dates)
 - Dependent information and dependent coverage
 - Before tax and after tax deductions
 - Print format (logo placement, special text, website, employee demographic information, etc.)
 - Head count
- Ongoing Carrier and FSA enrollment files
 - File formats and head count
 - Employee demographic information
 - Proper new elections and/or coverage changes (plans, rates, coverage levels, coverage amounts, pledge amounts, and coverage begin/end dates)
 - Dependent information and dependent coverage
 - Report codes and/or custom items
- COBRA file
 - File format and head count
 - Specified WinFlex events trigger appropriate COBRA events
 - Appropriate plans pass to COBRA (medical, dental, vision, and health care FSA)
 - Employee information
 - Appropriate employees pass to COBRA passed on event and current coverage
 - Employee demographic information
 - Proper plans and rates
 - COBRA coverage begin dates
 - Dependent information
 - Appropriate dependents pass to COBRA passed on event and current coverage

- Dependent demographic information
- Proper plans and rates
- COBRA coverage begin dates
- HIPAA notification file
 - File format and head count
 - Specified WinFlex events trigger appropriate HIPAA notifications
 - Proper employee and dependent information passed on event and coverage elections
 - Coverage begin date assignment
- Direct Bill file
 - File format and head count
- Ongoing payroll deduction file
 - File format and head count
 - Deduction codes, amounts, and coverage levels reflect new elections and/or coverage changes
 - Before tax and after tax deductions
 - Life imputed income amounts
- Reports/AdminView/Support Tool
 - Review content of standard and custom report against County specification (for event changes, WinFlex processes, etc.)
 - User access security
 - Timing and placement of reports on AdminView if applicable
 - Timing and access of data on AdminView if applicable
 - Review of contents on Support Tool if applicable

07087 EXHIBIT B, APPENDIX 3 Training for Maricopa County

Course Recommended	Units	# of attendees who can participate	Course Description	Who should attend	When to attend	# of hours per class	Instruction Type	Proficiency testing at end of training (Y/N)	Class available before and/or after implementation (Y/N)	Total negotiated cost for training
Enterprise eTIME										
EeT Welcome Session	1	up to 10	Reviews Business Requirements Documentation process	Project Core Team	After MSA is signed; before BRD is started	4	Virtual	N	N	0
Core Team Training	1	up to 10	This 2-day, instructor-led course provides participants with an understanding of tracking, and managing employee time and labor data, and maintaining people, schedules, and data in the system. An optional additional ½ day may be taught on a third day covering building and maintaining schedules in Enterprise eTIME. The course combines lecture, demonstration, and hands-on practice exercises	Project Core Team	Core team during Analysis phase	20	On-site- Instructor-led	Each of our instructor-led and virtual classes are designed with hands-on practice and ways to test competency	No	0

Train the Trainer	1class	up to 10	<p>This instructor led course is designed to prepare individuals who will be responsible for deploying Enterprise eTIME training within their organization. The course is intended to provide students with application knowledge as well as facilitation aids and techniques that will teach them how to deliver the course material.</p>	<p>Individuals who will be responsible for training managers, supervisors, timekeepers, executive assistants or administrative assistants within their organization how to use the Enterprise eTIME product for reviewing, editing, and approving employee timecards, maintaining employee schedules, and generating management reports.</p>	<p>After Core Team is trained; before Configuration Testing begins</p>	24	On-site- Instructor led	<p>Each of our instructor led and virtual classes are designed with hands on practice and ways to test competency</p>	No	0
Leave Welcome Session	1Class	up to 10	<p>Reviews Business Requirements Documentation process</p>	<p>Staff who will be analyzing and configuring company leave policies in Enterprise Leave</p>	<p>Beginnning of Leave implementation process</p>	1	Virtual	N	N	0

Enterprise Leave Training—Virtual	1 class	up to 10	Specifically, participants will learn about the purpose, benefits, and features of Enterprise Leave. Participants will also learn how to open a new leave case, allocate proposed leave time, commit proposed leave time, modify leave cases, and monitor leave cases. In addition, participants will learn about leave HyperFind Queries and generate Leave-related reports	Staff who will be analyzing and configuring company leave policies in Enterprise Leave	-	8	Virtual	Each of our instructor led and virtual classes are designed with hands on practice and ways to test competency	Y, Virtual	0
Benefits				-	-					
Benefits Enrollment Web Training	1	Unlimited	Includes administrative functions and touch log research training. This training usually coincides with the kick off of User Acceptance Testing—Unlimited attendees. Attendees will include individuals who have been granted administrator access into the benefits administration system	Staff who have been granted administrator access into the benefits solution, or staff who will be assisting employee's through the enrollment process.	Typically coincides with the kick off of User Acceptance Testing.	1	Virtual	Each of our instructor led and virtual classes are designed with hands on practice and ways to test competency	Y, Virtual	0

AdminView Training-Web Training	1	Unlimited	Training of how to utilize the Administrative view of the Benefits Administration solution.	Staff who have been granted administrator access into the benefits solution.	Typically coincides with go live.	1	Virtual	Each of our instructor led and virtual classes are designed with hands on practice and ways to test competency	Y, Virtual	0
Adhoc Training-Web Training/Virtual or Onsite	1	5	Training of how to create and run reports out of the Ad Hoc reporting tool.	Staff who have been granted access into the Ad Hoc reporting solution.	Typically coincides with go live.	1	Virtual	Each of our instructor led and virtual classes are designed with hands on practice and ways to test competency	Y, Virtual	0
Human Resources/Payroll		-	- - -	-	-	-	-	-	-	-
ADP Enterprise HR-Fundamentals for V5	1	Unlimited	This eLearning course teaches navigation in ADP Enterprise HR, how to use Effective Dates and how to identify current, history and future dated rows. You will also learn the purpose of tables and relational databases and how to set up your user preferences. This course is a prerequisite for subsequent ADP Enterprise HR training courses. Audio is included in this eLearning course.	All Enterprise HR users	Prior to attending any other Enterprise HR training.	1-hour	On-line Self Study		Yes	Y

<p>ADP Enterprise HR – V5 Human Resources Setup (PY)</p>	<p>1</p>	<p>Unlimited</p>	<p>This course covers setup and maintenance of the Human Resources area in the ADP Enterprise HR system. You will learn the purpose of each required Human Resources table and how to work with the ADP Implementation team to set up your system. You will also learn about the optional Human Resources tables. You will hire and maintain employee information and run standard reports. You will also learn about ADP Enterprise HR Security.</p>	<p>Individuals responsible for maintaining the tables associated with Human Resources, and individuals included in the implementation project team</p>	<p>Beginning of the implementation process</p>	<p>16 hours</p>	<p>Instructor Led Classroom</p>	<p>Each of our instructor led and virtual classes are designed with hands on practice and ways to test competency</p>	<p>¥</p>	<p>-</p>
<p>ADP Enterprise HR – V5 Payroll Setup (PY)</p>	<p>1</p>	<p>Unlimited</p>	<p>This course provides an overview of the Enterprise Payroll interface. You will learn how to set up the Enterprise Payroll tables in the ADP Enterprise HR database. You will learn how data is converted from other systems into ADP Enterprise HR and how to initialize the database. You will also learn how to set up and use some optional ADP Enterprise HR and Payroll features.</p>	<p>Individuals responsible for maintaining the tables associated with Payroll, and individuals included in the implementation project team.</p>	<p>Beginning of the implementation process</p>	<p>16 hours</p>	<p>Instructor Led Classroom</p>	<p>Each of our instructor led and virtual classes are designed with hands on practice and ways to test competency</p>	<p>¥</p>	<p>-</p>

ADP Enterprise HR – V5 Security Administration	1	Unlimited	This course covers how to sign on to ADP Enterprise HR, access panels, display the appropriate employee information, run reports and set up operator security profiles. You will learn the different aspects of online application security, department security and database security. Additionally, you will learn how to apply and maintain security for various aspects of the ADP Enterprise HR product.	Security Administrator s responsible for ADP Enterprise HR and implementation project team members responsible for setting up application and database security.	Beginning of the implementation process	16 hours	Instructor Led Classroom	Each of our instructor led and virtual classes are designed with hands on practice and ways to test competency	-	-
ADP Reporting Overview	1	Unlimited	This eLearning course provides an overview of the ADP Reporting tool. ADP Reporting is a reporting tool for ADP Enterprise HR Hosted clients.	Individuals responsible for running and/or creating reports.	Prior to User Acceptance Testing.	1.5 hours	On line Self Study	Yes	Y	-
ADP Enterprise HR – ADP Reporting Workshop	1	Unlimited	This 2-day course teaches you how to use ADP Reporting with ADP Enterprise HR. In the workshop, you will be taught how to use ADP Reporting and have hands on practice building reports.	Individuals responsible for running and/or creating reports.	Prior to User Acceptance Testing.	16 hours	Instructor Led Classroom	Each of our instructor led and virtual classes are designed with hands on practice and ways to test competency	Y	-

ADP Enterprise HR: Process Scheduler	1	Unlimited	This eLearning course explains how to use the Process Scheduler utility to schedule processes and jobs for the ADP Enterprise HR application. Audio is included in this eLearning course.	Individuals responsible for setting up scheduled processes	Prior to User Acceptance Testing.	2 hours	On-line Self Study	Yes	¥	-
ADP Enterprise HR: Import Utility	1	Unlimited	This eLearning course explains how to use the Import Utility to populate tables in ADP Enterprise HR.	Individuals responsible for importing data into Enterprise HR	Prior to User Acceptance Testing.	4 hours	On-line Self Study	Yes	¥	-
ADP Enterprise HR-V5 Human Resources (PY)	1	Unlimited	This course will teach you how to hire employees including applicants. You will be shown how to record pay rate changes, promotions and demotions, transfers, leaves of absence, probations and suspensions. You will learn how to record different types of terminations, how to rehire employees and how to change and delete employee IDs. You will practice running common reports and explain why the information on many reports is only as current as information on the Employees Table.	This course is intended for the end user who will use ADP Enterprise HR to enter and maintain employee human resources information.	Prior to User Acceptance Testing.	16 hours	Instructor Led Classroom	Each of our instructor-led and virtual classes are designed with hands-on practice and ways to test competency	¥	-

<p>ADP Enterprise HR – V5 Payroll Processing (PY)</p>	<p>1</p>	<p>Unlimited</p>	<p>In this course, you will learn employee maintenance and how to process a payroll. You are introduced to the new hire process and the fields that can affect an employee's pay. Employee information, like liens and automatic earnings are explained. You will learn how to transfer an employee, how to perform rate changes and how to terminate an employee. The methods for entering pay data in ADP Enterprise HR are explained. Additionally, you are taught how to process the payroll through the cycle processing and how to reconcile your payroll.</p>	<p>This course is intended for the end users who will use ADP Enterprise HR to process payroll information.</p>	<p>Prior to User Acceptance Testing.</p>	<p>24 hours</p>	<p>Instructor Led Classroom</p>	<p>Each of our instructor led and virtual classes are designed with hands on practice and ways to test competency</p>	<p>¥</p>	<p>-</p>
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~~THIS IS THE ADP RECOMMENDED TRAINING DURING IMPLEMENTATION. IF ADDITIONAL TRAINING IS REQUIRED DURING IMPLEMENTATION IT WILL BE AT NO CHARGE EXCEPT FOR TRAVEL EXPENSES IF APPLICABLE.~~

07087 EXHIBIT B-1ADP Enterprise Implementation Services — Fixed Price Basis1.0 THE IMPLEMENTATION SERVICES:

- ~~1.1 Implementation Services. ADP will provide the implementation services specified in EXHIBIT A (the "Implementation Services") on a fixed price basis.~~
- ~~1.2 Custom Modifications. To the extent specified in EXHIBIT A AND EXHIBIT B-13, ADP will write custom modules, custom modifications, custom programs, and related documentation~~
- ~~1.3 Site of Services. ADP will perform the Implementation Services at the County's offices, ADP's offices or elsewhere, using, as determined by ADP, the most efficient or effective site to perform the Implementation Services. To the extent necessary during implementation, County will provide such representatives with adequate office space, office furnishings, janitorial services, telephone service, and utilities in connection with the performance of the Services contemplated hereunder.~~
- ~~1.4 County Responsibilities. To the extent necessary to assist ADP in completing the Implementation Services, County will provide personnel having a level of skill and knowledge in the area commensurate with ADP's requirements. Completing County tasks related to the Implementation Services will be the primary responsibility of such County personnel. The percentage of time allocated to each assigned County personnel will be defined by County for use in the scheduling and monitoring of the Implementation Services.~~
- ~~1.5 Additional Personnel. If County desires to have an implementation task completed sooner than it is scheduled to be completed, County may notify ADP thereof and request that ADP assign additional personnel to the project to complete the task. ADP will use commercially reasonable efforts to assign additional personnel to complete the task requested by County as soon as reasonably practicable. The cost of the additional personnel (and any related expenses) will be billed to County and County will pay such costs in accordance with the standard payment terms set forth in Section 2 of CONTRACT.~~
- ~~1.6 Change Control Policy. The ADP project manager will be responsible for managing changes to the Implementation Services. If any change in the Implementation Services occurs, including, without limitation the items specified below (each, a "Change Control Item"), that requires ADP to devote resources, expend time or otherwise incur costs not contemplated by this Agreement as part of the Implementation Services, ADP will follow the change control procedures specified in Section 1.7 prior to devoting such resources, expending such time or incurring such costs. Change Control Items include the following:~~
- ~~1.6.1 services requested or otherwise required to be provided in connection with the Implementation Services that are outside the original scope of the Implementation Services as documented in EXHIBIT A,~~
- ~~1.6.2 services requested or otherwise required to be provided in connection with the Implementation Services resulting from changes to the magnitude of scope in the Implementation Services due to the discovery or disclosure of new information since such services were accepted, or due to incorrect information upon which such services are based,~~
- ~~1.6.3 a change to a project deliverable after that deliverable has been accepted by the County as complete,~~
- ~~1.6.4 failure by County to meet project related commitments as documented in EXHIBIT A and/or the mutually agreed upon ADP project plan,~~
- ~~1.6.5 additional work effort required as a result of schedule delays caused by a County-approved Change Control Item.~~

- ~~1.7 Change Control Procedures. Upon the occurrence of a Change Control Item, the ADP project manager will deliver to the County a notice (a "Change Control Notice") setting forth (i) the details of the Change Control Item, (ii) an analysis of the impact of the Change Control Item on the implementation of the System, and (iii) an estimate of the time, materials, and aggregate costs required to address the Change Control Item. The County representative will notify the ADP project manager within a mutually agreed upon time frame whether or not the Change Control Item is approved as submitted. If the County does not respond to the Change Control Item within the specified period, the Change Control Item will be deemed to be rejected by the County. If the County rejects a Change Control Item, ADP may proceed to provide the Implementation Services without implementing the Change Control Item or ADP may dispute the rejection of the Change Control Item in accordance with Section 1.8~~
- ~~1.8 Change Control Dispute Resolution. If ADP and County disagree as to whether an event, requirement, measure, or deliverable is subject to the change control provisions set forth in Sections 1.6 and 1.7, within five Business Days of discovery of such disagreement, the ADP project manager and the County representative shall meet (in person or by telephone) and make a good faith effort to resolve the disagreement. If the parties are unable to resolve the dispute, the ADP project manager will summarize the dispute in writing and forward it to a senior executive in National Account Services of ADP and a senior executive or officer of the County identified by the County representative and, in each case, not involved in the project on a day to day basis. Such executives will meet (in person or by telephone) within five Business Days of delivery of the dispute summary and make a good faith attempt to resolve the dispute. If the senior executives are unable to resolve the dispute, the dispute will be mediated as soon as practicable by a third party mediator knowledgeable in software development and support and reasonably acceptable to ADP and County. The cost of the mediation will be shared equally by ADP and County.~~
- ~~1.9 Project Manager; County Representative. ADP will designate a project manager for the Implementation Services and will promptly notify County of the name, telephone number and address (including an electronic mail address, if available) of such person. All County personnel, with responsibility for producing deliverables in connection with the Implementation Services, will report functionally to the ADP project manager. The County will appoint a representative who, along with the ADP project manager, will be deemed to have authority for the respective organization to issue, execute, grant, or provide any approvals (other than amendments to this Agreement), requests, notices, or other communications required under this Agreement or requested by the other party in connection with the Implementation Services. The ADP project manager will maintain an automated project plan of the engagement and will define the frequency and method of updates made by project team members and will also maintain measurements of productivity and performance based on reported hours and tasks accomplished and a log of Change Control Items (including all approved, rejected and pending Change Control Items). All participants of ADP and the County on the project will record and report hours against the project to the ADP project manager.~~
- ~~1.10 Review Meetings. During implementation, as agreed by the ADP project manager from time to time, appropriate personnel from ADP and County will meet to discuss the progress made in the performance of their respective obligations under this Agreement during the preceding period and to review plans for going forward.~~
- ~~1.11 Implementation Property. Subject to the remainder of this Agreement, ADP hereby grants to County a non-exclusive, non-transferable license to any custom modules, custom modifications, custom programs, and related documentation ("Custom Programs") written by ADP. Notwithstanding the foregoing, County will not copy, disclose or distribute the Custom Programs and will only use the Custom Programs for its own internal business purposes and solely in connection with its receipt of the ADP Enterprise Services. The Custom Programs will at all times remain the exclusive, sole and absolute property of ADP. Except for the license granted to County under this Section 1.11, County will have no interest in the Custom Programs. All rights, title and interest in or to any copyright, trademark, service mark, trade secret, and other proprietary right relating to the Custom Programs and the related logos, product names, etc. are reserved and all~~

~~rights not expressly granted are reserved by ADP. County may not obscure, alter or remove any copyright, trademark, service mark or proprietary rights notices on any Custom Programs.~~

2.0 ~~FURTHER LIMITATION OF LIABILITY.~~

~~The provisions of this Section 2 supplement the provisions of Section 5.1 and 6.0 of CONTRACT hereto. County will be exclusively responsible for the consequences of County's failure to review all payroll registers, disbursement records, payroll reports and other reports, documents and output relating to parallel payroll processing during implementation for accuracy, validity and conformity with County's live payroll processing.~~

3.0 ~~IMPLEMENTATION PLAN~~

3.1 ~~Desired Go Live Date of July 1, 2008~~

~~ADP's implementation methodology is broken down into six phases:~~

- ~~3.1.1 *Project startup.* Planning, coordination, and logistics.~~
- ~~3.1.2 *Analysis.* Functional and technical analysis, specifications for customizations.~~
- ~~3.1.3 *Configuration.* System(s) setup.~~
- ~~3.1.4 *Conversion.* Conversion of master file data and balances from the source system.~~
- ~~3.1.5 *Validation.* Test planning, execution, and approval.~~
- ~~3.1.6 *Production.* Live processing, transition to service.~~

3.2 ~~*Project startup*~~

~~Project startup is the first phase of an implementation. The primary objectives of this phase include:~~

- ~~3.2.1 *Assembling the implementation team.*~~
- ~~3.2.2 *Conducting the internal planning session(s).*~~
- ~~3.2.3 *Preparing and conducting welcome session (remote or on-site based on the County's needs).*~~
- ~~3.2.4 *Preparing for the County kick-off meeting.*~~

~~The following tables list high level responsibilities and milestones for this phase:~~

ADP responsibilities
■ Contact implementation executives, assemble team.
■ Conduct internal partners meeting.
■ Assist the County with project preparation.
■ Coordinate County welcome session and pre-analysis breakout session.
■ Coordinate the County kick-off meeting.
■ Create a preliminary project plan.
■ Introduce change control process.
■ Prepare project toolset.

County responsibilities
■ Identify project sponsor and project manager.
■ Attend welcome session and pre-analysis breakout session.
■ Assemble County project team.
■ Gather data needed for project (e.g., plan descriptions, business rules and events, schedules, etc.).

<u>County responsibilities</u>
■ <u>Assist in coordination of the County kick off meeting.</u>

<u>Project milestones</u>
■ <u>Assemble project team.</u>
■ <u>Conduct welcome session.</u>
■ <u>Schedule County kick off meeting.</u>

3.3 Analysis

Analysis is the second phase of an implementation. The primary objectives of this phase include:

- 3.3.1 Reviewing the County’s requirements and performing a business and technical analysis based on the project’s scope.
- 3.3.2 Documenting the functional business requirements and obtaining internal team and County approval.
- 3.3.3 Documenting the technical requirements and obtaining internal team and County approval (as applicable).
- 3.3.4 Finalizing the statement of work and obtaining the County’s approval.
- 3.3.5 Conducting the County kick off meeting.

This phase begins with the County kick off meeting and ends when the County has approved the business requirements documentation. The goal of the analysis phase is to review and interpret the County’s documentation, business roles, and administrative processes to capture and document the business and technical requirements. Requirements templates are used to provide documentation to the County regarding the scope of services, the setup of the application, and the ongoing administration to be performed by ADP. All information gathered during analysis is documented and shared with the other members of the implementation team as applicable.

During the business analysis activity, the implementation team reviews and validates information received during the sales process in regard to the County’s requirements and identifies any additional County requirements. During the technical analysis activity, the implementation team uses the information to determine the best way to configure the County’s solution. This analysis determines which requirements can be accounted for in the base setup of the systems and which may require customizations. Reports, interfaces, and data conversion processes are also reviewed during this phase, and ADP hosting services begin to track customizations and interfaces.

During analysis, changes to the original project scope may be identified and should be escalated to the project manager. Prior to the completion of this phase, the statement of work is finalized and reviewed with the County for final approval. The analysis phase cannot be completed and the next phase does not begin without the approval of the statement of work.

The following tables list high level responsibilities and milestones for this phase:

<u>ADP responsibilities</u>
■ <u>Conduct kick off meeting.</u>
■ <u>Review and leverage existing analysis information.</u>
■ <u>Organize and communicate the schedule for the analysis process.</u>
■ <u>Educate the County regarding the impact to business processes as a result of ADP’s solution.</u>
■ <u>Track outstanding analysis questions to resolution.</u>
■ <u>Resolve all issues related to the scope of the project.</u>
■ <u>Document analysis findings using business and technical requirement templates.</u>
■ <u>Begin tracking the progress of customization work.</u>
■ <u>Continuously validate work being completed against the scope of the project. When scope changes are identified, initiate change control as necessary.</u>
■ <u>Finalize the statement of work.</u>

<u>County responsibilities</u>
<ul style="list-style-type: none"> ■ <u>Attend kick-off meeting.</u> ■ <u>Provide knowledgeable and adequate resources for the analysis process.</u> ■ <u>Provide information and timely resolution to outstanding issues/questions.</u> ■ <u>Quickly identify and escalate policy questions and other critical issues.</u> ■ <u>Review and approve analysis findings within the established time frames.</u> ■ <u>Approve the statement of work.</u>

<u>Project milestones</u>
<ul style="list-style-type: none"> ■ <u>Complete the business and technical requirements documentation.</u> ■ <u>Perform a formal review of business and technical requirements documentation.</u> ■ <u>Approve business and technical requirements documentation.</u> ■ <u>Complete and approve the statement of work.</u>

3.4 Configuration

Configuration is the third phase of an implementation. The primary objectives of this phase include:

3.4.1 Configuring all systems and solutions to meet the County’s business requirements as defined during the analysis phase.

3.4.2 Developing customizations (if applicable) based on the County’s business requirements as defined during the analysis phase.

3.4.3 Successfully unit testing all systems and solutions.

The phase begins after the County approves the implementation requirements documentation and ends with the successful completion of unit testing for all solution components and systems. The goal of this phase is to use the approved business requirements to configure the solutions as specified in the statement of work.

The following tables list high-level responsibilities and milestones for this phase:

<u>ADP responsibilities</u>
<ul style="list-style-type: none"> ■ <u>Configure core systems with the County’s rules and parameters.</u> ■ <u>Perform unit testing of all solution components.</u> ■ <u>Update implementation specification documentation as required.</u>

<u>County responsibilities</u>
<ul style="list-style-type: none"> ■ <u>Work with ADP technical resources on file transfer protocols.</u> ■ <u>Perform unit testing of data interfaces.</u> ■ <u>Support development of any nonstandard programs or processes.</u> ■ <u>Manage internal activities to support new business processes (participant communications, organization changes, vendor interfaces, etc.).</u>

<u>Project milestones</u>
<ul style="list-style-type: none"> ■ <u>Set up core systems.</u> ■ <u>Unit test all solution components.</u>

3.5 Conversion

Conversion is the fourth phase of an implementation. Data conversion is the process of moving information from the County’s source system to the new ADP solution so the project team can test and validate the configuration. This process is facilitated through solution specific data mapping processes and conversion tools. The County is responsible for auditing the accuracy of the converted data and all output reports. All core County project team and end user training should

be completed by the end of this phase in preparation for user and parallel testing. The conversion process is an iterative process that occurs throughout the implementation life cycle.

Although conversion is listed after the configuration phase, some activities coincide with configuration activities.

The conversion phase is one of the County’s main deliverables during the implementation. Late delivery of County data jeopardizes timelines for configuration, testing, and production. It is imperative that the County realizes the impact of this activity and gives it the priority required by ADP for successful completion.

The following tables list high level responsibilities and milestones for this phase:

<u>ADP responsibilities</u>
<ul style="list-style-type: none"> ■ <u>Complete the data conversion(s).</u>
<u>County responsibilities</u>
<ul style="list-style-type: none"> ■ <u>Provide data conversion files in file layouts provided by ADP.</u> ■ <u>Ensure quality data and correct any remaining data errors.</u> ■ <u>Complete the data conversion validation process.</u>
<u>Project milestones</u>
<ul style="list-style-type: none"> ■ <u>Complete and validate data conversion.</u>

3.6 Validation

Validation is the fifth phase of an implementation. The primary objective of this phase is to successfully perform end to end testing of the entire solution that is being implemented for the County. This phase begins with setting up the testing infrastructure and ends with the formal approval of the testing results by ADP and County users.

The validation phase consists of three distinct testing activities:

- 3.6.1 Integration testing. This activity is ADP’s end to end testing of business processes. It builds upon unit testing by testing each of the major solution components and their interrelationships to all other solution components. Integration testing ensures that all components are working together to produce the documented end results.
- 3.6.2 User acceptance testing. This activity is the County’s testing of functionality from a County end user perspective. It allows for knowledge transfer from the implementation team to the end users and allows the end users to utilize the documented procedures as applicable.
- 3.6.3 Parallel testing. This activity is end to end processing using live County data and comparing the results to results from the legacy system(s). This process ends with successful parallel processing and approval by ADP’s and the County’s project team. Parallel testing is typically required only when implementing payroll for the first time or when implementing new functionality that impacts payroll.

The following tables list high level responsibilities and milestones for this phase:

<u>ADP responsibilities</u>
<ul style="list-style-type: none"> ■ <u>Create test environment.</u> ■ <u>Develop and review the test strategy document.</u> ■ <u>Develop test plan.</u> ■ <u>Deliver test scenario workbook.</u> ■ <u>Execute integration testing.</u> ■ <u>Coordinate and support user acceptance testing and parallel testing.</u> ■ <u>Manage the test issue log.</u>

<u>County responsibilities</u>
<ul style="list-style-type: none"> ■ <u>Support and participate in testing as necessary.</u> ■ <u>Provide test files as needed.</u> ■ <u>Provide input for the building of County specific test cases.</u> ■ <u>Formally approve user acceptance test and parallel test results.</u>

<u>Project milestones</u>
<ul style="list-style-type: none"> ■ <u>Conduct internal testing meeting.</u> ■ <u>Deliver test strategy document.</u> ■ <u>Complete test plan (integration, user acceptance, parallel testing).</u> ■ <u>Detail test cases.</u> ■ <u>Create supporting documentation.</u> ■ <u>Complete all test cycles.</u> ■ <u>Approve user acceptance test results.</u> ■ <u>Approve parallel testing results.</u>

3.7 — Production

Production is the last phase of an implementation. After successful validation, the County moves to live production and begins to benefit from the new ADP solution. This final phase is completed with a post implementation meeting and a formal transition to the ADP solution center team that will support the County on an ongoing basis. The primary objectives of this phase include:

3.7.1 — Successful solution processing in a production environment.

3.7.2 — Transition from implementation to service.

The following tables list high level responsibilities and milestones for this phase:

<u>ADP responsibilities</u>
<ul style="list-style-type: none"> ■ <u>Resolve all remaining issues from the project.</u> ■ <u>Transfer knowledge from implementation resources to service and operations resources.</u> ■ <u>Monitor performance through first few business cycles.</u>

<u>County responsibilities</u>
<ul style="list-style-type: none"> ■ <u>Provide formal project review feedback.</u>

<u>Project milestones</u>
<ul style="list-style-type: none"> ■ <u>Complete internal service transition meeting.</u> ■ <u>Complete County service transition meeting.</u>

The lead time needed for an implementation depends on several factors, including:

3.7.3 — Functional requirements.

3.7.4 — Project complexity.

3.7.5 — Required customizations.

3.7.6 — Availability of County resources.

ADP's implementation methodology has been designed to ensure that a successful implementation project is completed as quickly as possible. The implementation project phases (and the corresponding time frames) for a "typical" project are listed below:

<u>Implementation phase</u>	<u>Timeline</u>
<u>Project startup</u>	<u>February</u>
<u>Analysis</u>	<u>February — June</u>

<u>Configuration</u>	<u>June – September</u>
<u>Conversion</u>	<u>May – October</u>
<u>Validation</u>	<u>June – December</u>
<u>Production</u>	<u>January</u>

07087 EXHIBIT B-2 ADP Enterprise Services

1.0 DEFINITIONS.

The following capitalized terms used in this EXHIBIT without other definition are used as defined in this Section 1. Each of the following definitions shall be equally applicable to the singular and plural forms of the terms defined. As used in this EXHIBIT, the terms “herein” and “hereunder” refer to this EXHIBIT in its entirety and not to any particular section or other subdivision of this EXHIBIT. Unless otherwise specified, any reference herein to a section or other subdivision is a reference to a section or subdivision of this EXHIBIT.

- 1.1 **“Additional Services Fees”** means the fees set forth in EXHIBIT A and payable for additional services provided by ADP to County and not included in the Hosting Fee specified in EXHIBIT A.
- 1.2 **“ADP Enterprise Services”** means (i) the grant to County of a license to use the Application Programs listed in EXHIBIT A pursuant to Section 2 and (ii) operation of the System pursuant to Section 3.
- 1.3 **“ADP Holidays”** mean New Year’s Day, Memorial Day, the Fourth of July, Labor Day, Thanksgiving Day and Christmas Day in any year, and any other general corporate holidays that ADP may adopt from time to time.
- 1.4 **“County Contacts”** means the person or persons designated by County pursuant to Section 3 to act as the first point of service contact with ADP for Hosting Services.
- 1.5 **“Deferred Fee”** means the deferred ADP Enterprise setup and one-time costs set forth in EXHIBIT A.
- 1.6 **“Documentation”** means all manuals and related documentation generally provided by ADP to Countys in connection with the Application Programs and reasonably necessary for the use of the Application Programs by the County. The Documentation is included in the ADP Products, as such term is defined in CONTRACT.
- 1.7 **“Hosted Environment”** means the hardware, system software, hosting support software, network connectivity, and facility used by ADP to support the System.
- 1.8 **“Hosting Fee”** means the monthly fee set forth in EXHIBIT A and payable by County to ADP for the ADP Enterprise Services.
- 1.9 **“Hosting Services”** means the Hosting Services described in Section 3 and listed in EXHIBIT A.
- 1.10 **“Off-Hours”** means any hours other than Prime Time.
- 1.11 **“Prime Time”** means from 8:00 AM to 8:00 PM Eastern Time, Monday through Friday, excluding ADP Holidays.
- 1.12 **“Service Representative”** means the person or persons designated by ADP to act as the County’s first point of service contact with ADP.
- 1.13 **“System”** means the Application Programs as run on the Hosted Environment.

2.0 SOFTWARE LICENSE.

- 2.1 **Grant of License.** ADP grants to County a personal, non-transferable, non-exclusive right and license to use solely for **County's** internal business purposes the Application Programs listed in EXHIBIT A and the Documentation. County's use of any pre-packaged third-party software provided by ADP will be governed by the terms and conditions of the applicable third-party license agreement delivered to County with such pre-packaged third-party software.
- 2.2 **Type of License.** The license granted pursuant hereto is for production only and not development. County may have as many users of the Application Programs as are specified in EXHIBIT A.
- 2.3 **Limitation on Use of Application Programs.** County will use the Application Programs only to process its own internal data and only in connection with its receipt of ADP's Payroll Services. County will not assign, loan, sub-license or **otherwise** transfer the Application Programs, or alter, modify or adapt (or cause to be altered, modified or adapted) the Application Programs. County will not publish the results of benchmark tests run with the Application Programs. COUNTY WILL NOT COPY, RECOMPILE, DISASSEMBLE, REVERSE ENGINEER, OR MAKE OR DISTRIBUTE ANY OTHER FORM OF OR, EXCEPT AS PERMITTED BY THIS SECTION 2.3, ANY DERIVATIVE WORK FROM, THE APPLICATION PROGRAMS. County will not allow all or any part of the Application Programs to be used in any country not respecting the trade secret and copyright protection of the Application Programs. County will not (i) employ the development tools provided to County, (ii) write or modify reports (excluding ADP Reporting or ReportSmith reports, as applicable) or interfaces, or (iii) modify the database, in any way, except as expressly authorized by ADP.
- 2.4 **Documentation.** ADP will deliver to County one copy of any Documentation applicable to the Application Programs, all or a part of which may be in the form of computer media. County will copy the Documentation only for its internal business use to satisfy its reasonable internal needs, *provided* that any such copies include all proprietary, copyright and other similar notices.
- 2.5 **Enhancements, etc.** ADP will make available software improvements, enhancements, modifications or updates ("**Updates**") to the Application Programs as required to County at no additional cost (*i.e.* in addition to the Hosting Fee) if and as they are made available generally by ADP at no additional cost to ADP's Countys licensing the same products as County and receiving ADP Enterprise Services. Such Updates will be installed as specified in EXHIBIT A.
- 2.6 **Limited Warranty.** Neither ADP nor the third parties from whom ADP has obtained the right to use, or license to County, the Application Programs warrants that the Application Programs will meet County's requirements or that the operation of the Application Programs will be uninterrupted or error free. However, ADP warrants that (a) if each part of the Application Programs is used on the computer equipment and with the operating system for which it was designed, the Application Programs will perform substantially in accordance with the Documentation, and (b) the media on which the Application Programs is furnished will be free from defects in materials and workmanship with normal use.

3.0 HOSTING SERVICES.

- 3.1 **System Availability, Maintenance, and Downtime.**
- 3.1.1 **System Availability and Scheduled Maintenance.** The System generally will be available 24 hours a day, 7 days a week; however, ADP performs maintenance during the hours specified in EXHIBIT A (the "Maintenance Windows"). 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 makes no guarantee that maintenance tasks will be completed during the Maintenance Windows however if ADP determines that maintenance tasks extending beyond the Maintenance Windows will impact County's use of the System, ADP will give County as much advance notice as possible.

- 3.1.2 **Additional Maintenance.** In certain situations, ADP may perform additional maintenance at times other than the Maintenance Windows. When ADP determines that additional maintenance will have a direct impact on the County's use of the System, ADP will **give** County as much advance notice as possible.
- 3.1.3 **Unscheduled Downtime.** The System may experience unscheduled downtime. During Prime Time, ADP will notify the County Contact of unscheduled downtime as soon as practicable, and in any event, within sixty minutes of ADP's identification of such unscheduled downtime (the "Event"). At times other than Prime Time that are outside the Maintenance Windows, ADP will use reasonable efforts to notify the County Contact of unscheduled downtime as soon as practicable following the Event. If the System experiences unscheduled downtime, ADP will work diligently to correct the problem until it is resolved and the System is made available.
- 3.2 **Hosted Environment Maintenance Services.** ADP will provide routine maintenance to the Hosted Environment (as set forth in Exhibit A as the Hosted Environment Information Technology Services) , including tasks necessary to correct ordinary defects in the Hosted Environment, tasks necessary to ensure continued day-to-day operation of the Hosted Environment, and tasks necessary to effect other minor modifications and improvements to the Hosted Environment. County grants to ADP permission to allow ADP's employees and subcontractors properly authorized by ADP to access and make such corrections, modifications, and improvements to the Hosted Environment (which hosts County's data). ADP will make such corrections, modifications, and improvements from time to time as deemed appropriate by ADP in connection with the provision of Hosting Services for County. Depending upon the situation, County may or may not be informed of ADP's making such corrections, modifications, and improvements. System modifications made during implementation and the items covered in Section 3.8 are not included in routine maintenance; however, ADP will maintain the System modifications made to the System during implementation and System modifications made pursuant to Section 3.8. County will pay for maintenance of System modifications made during implementation and System modifications made pursuant to Section 3.8 at the rates set forth in EXHIBIT A.
- 3.3 **Hosting Services.** ADP will provide Hosting Services for the Hosted Environment (including any custom modifications produced by ADP) as set forth herein.
- 3.4 **Hosted Environment Support Services Availability.** During Prime Time, ADP will provide the Hosted Environment Support Services (the "Hosted Environment Support Services") listed in EXHIBIT A and will acknowledge receipt of County's request within thirty minutes of receiving such request. Hosted Environment Support Services other than System Modifications described in Section 3.8 provided during Prime Time are included in the Hosting Fee. Hosted Environment Support Services to be provided during Off-Hours and which are requested six Business Days in advance will be provided to the extent reasonably possible, at the Level II Additional Services Fee per hour. If County requires immediate assistance during Off-Hours, ADP will endeavor to provide the requested Hosted Environment Support Services to the extent that resources are available. County will pay to ADP the Level I Additional Services Fee per hour required to perform the unscheduled Hosted Environment Support Services during Off-Hours.
- 3.5 **Access to Service Representative.** County may designate up to three County Contacts. County will promptly notify ADP in writing of the names, addresses (including an e-mail address if available), telephone numbers and facsimile numbers of such County Contacts. Only the County Contacts, and no other employee of County, may contact directly the Service Representative unless (i) an emergency exists or (ii) prior arrangements have been made.
- 3.6 **Connectivity.** ADP will, through a third party, provide for the installation and maintenance in good working order of all private connectivity (that is, frame relay, ISDN, or VPN) used outside ADP's premises to County's premises (**the** "Private Connectivity"), in conjunction with the ADP Enterprise Services. ADP will not be responsible for the availability or reliability of the Private Connectivity, the Internet, or County's Internet service provider. County will pay all installation, use, service and repair charges for the Private Connectivity.

- 3.7 **Problem Resolution Priority.** Problems that adversely affect County’s or ADP’s ability to complete a payroll will have first priority and will be worked on until resolved. For any other problems, ADP will notify the County of when to expect resolution when resolution is not immediately available.
- 3.8 **System Modification Requests.**
- 3.8.1 **System Modification Process.** If County desires any modifications to the System after completion of implementation, County Contact will notify ADP via electronic request of the modification to the System that County wants ADP to make, specifying in reasonable detail the specifications of the modification to be made and the result to be obtained. County will specify if ADP should provide an estimate or if ADP should complete a formal bid request based on detailed analysis. An estimate, if requested, will be provided within five Business Days of the request and will be based upon County-defined high-level requirements and a high-level review of County’s production environment. Detailed analysis will not be performed as part of the estimate and ADP will spend no more than two hours completing the estimate. Such estimate is non-binding and may change as additional request details are identified. County may request ADP to complete a formal bid which includes detailed analysis. Within ten Business Days of County’s request for a formal bid, ADP will present County Contact with an electronic response (a “Formal Bid”) based upon the results of detailed analysis. If an estimate was prepared, the estimate will be used to guide the formal bid preparation process. Estimates and Formal Bids will set forth (i) whether ADP can complete the modification request, (ii) how many billable hours it will take to complete the modification (which will be presented as a range of hours with a not-to-exceed limit), (iii) the rate or rates to be charged for completing the modification, (iv) any known adverse consequences of such modification, and (v) an estimated completion date based upon ADP commencing work by a specified date and County’s desired production date. If County desires an expedited Formal Bid, ADP will use commercially reasonable efforts to provide the Formal Bid prior to the end of such ten-Business-Day period. The terms of ADP’s Formal Bid will be valid for thirty days from the date of delivery to County Contact. If County accepts ADP’s Formal Bid, County Contact will notify ADP as soon as practicable, and in any event, within thirty days of receipt of ADP’s Formal Bid. Upon County Contact’s acceptance of the Formal Bid and provisioning of the date the System modification needs to be completed and in production, ADP will promptly commence to complete the modification in accordance with the specifications and the terms of ADP’s Formal Bid. If the scope of the System modification requested by County changes after the Formal Bid has been accepted by County, ADP will inform County Contact and present County Contact with a revised Formal Bid setting forth (a) how many additional billable hours are required to complete the scope change (which will be presented as a range of hours with a not-to-exceed limit, (b) the rate or rates to be charged for completing the scope change, and (c) an estimated completion date based upon ADP commencing work by a specified date. If County accepts ADP’s revised Formal Bid, County Contact will notify ADP as soon as practicable, and in any event, within thirty days of receipt of ADP’s revised Formal Bid. Upon County Contact’s acceptance of the revised Formal Bid, ADP will promptly commence to complete the System modification in accordance with the specifications and the terms of ADP’s revised Formal Bid.
- 3.8.2 **Modifications and County Third-Party Providers.** County is responsible for the management of County third-party providers when System modifications require the participation and input from a County third-party provider. County may incur additional costs for modifications if County’s third-party provider does not supply information and requirements correctly and on time. ADP is not responsible for any consequences that may result from inaccurate, untimely information or changes in scope from County’s third-party provider.
- 3.8.3 **Payment for Modifications.** System modifications will be billed in the billing cycle following the date the modification is placed into production. Level III Additional

Services Fees will apply to normal System modifications. ADP will devote up to two hours to prepare an estimate at no additional cost. For Formal Bids, County will pay the Level III Additional Services Fee for the reasonable time devoted to analyzing the modification request and preparing the Formal Bid, whether or not ADP's Formal Bid is accepted. If County requests ADP provide a Formal Bid less than ten Business Days after ADP receives the request, and ADP satisfies County's response times, County will pay the Level II Additional Services Fee based upon the reasonable time used to prepare the Formal Bid. If County accepts ADP's Formal Bid and requests that the System modification be completed sooner than it is scheduled to be completed, County will pay the Level II Additional Services Fee in accordance with the specifications and the terms of the Formal Bid. County will pay for all time incurred by ADP (up to the not-to-exceed limit) if County (i) does not engage with ADP in the development process within 15 Business Days of approving the Formal Bid, (ii) does not test and approve the System modification within 45 days of delivery by ADP, or (iii) subsequently cancels the approved Formal Bid.

3.8.4 **Ownership of Modifications.** Any System modifications or custom modules written by ADP hereunder will be owned by ADP, and County shall retain a non-exclusive, non-transferable license to such modifications or custom modules, subject to the remainder of this Section 3.8.4. All rights to such modifications and custom modules not expressly granted to County hereunder are reserved by ADP. Notwithstanding the foregoing, County will not disclose or distribute such System modifications or custom modules and will only use such System modifications or custom modules for its own internal business purposes and solely in connection with its receipt of the ADP Enterprise Services.

3.9 **Time Sensitive Modifications.** For modifications required by County and agreed to by ADP to be implemented and in production by the first payroll in January, County must deliver to ADP detailed specifications no later than the September 1 preceding the January production date. Year-end customizations and modifications requested by County and agreed to by ADP after September 1 for delivery by the first payroll in January will be billed at the Level I Additional Services Fee.

3.10 **System Repair.** Level I Additional Services Fees shall apply to any corrective actions performed by ADP resulting from damage caused by the County.

4.0 **TERM AND TERMINATION.**

The provisions of this Section 4 supplement the provisions of Section 11 and 12 of CONTRACT hereto.

4.1 **Termination by County.** Notwithstanding the provisions of Section 12.1 of CONTRACT, the time for ADP to cure a failure to perform shall extend for up to 90 days from the date on which notice of such failure to perform is received if (a) such failure is not susceptible to being cured within sixty days, but may be cured within 90 days, (b) ADP has promptly commenced to cure the failure in performance, (c) ADP continues to use commercially reasonable efforts to cure such default during the 90-day period, and (d) such failure does not impair County's ability to perform essential material human resource or payroll functions of the System.

4.2 **Termination by ADP.** The license rights granted in Section 2 of this EXHIBIT may be terminated by ADP if County breaches any of the terms contained in Section 2 of this EXHIBIT or Section 12.3 of CONTRACT, and County fails to cure the breach within seven calendar days of such breach.

4.3 **Effect of Termination.** County acknowledges that the setup and one-time costs for the ADP Enterprise Services have been deferred and financed by ADP and will be paid by County over the Initial Term of this Agreement as a portion of the Hosting Fee. If either ADP or County terminates this EXHIBIT for any reason prior to the expiration of the Initial Term, County will pay to ADP an amount equal to the Deferred Fee.

- 5.0 **Platform Sunset.** If during the term of the Agreement, ADP elects to sunset a platform through which ADP provides a Service to the County, ADP will i) timely provide County with notice of the sunsetting of the platform and ii) work with the County in a mutually agreeable way to define a schedule for migrating the County to a replacement platform. ADP will not sunset a platform until the County is fully migrated to the new solution.
- 5.1 **Platform Upgrade.** As available, and at Client request, ADP will provide one Enterprise Platform upgrade at no additional cost during the ten-year period following the Fourth Amendment Effective Date. Client will pay for any hardware or communication charges resulting from any upgrades.

07087 EXHIBIT B-3
Time and Labor Management Services

1.0 **TIME AND LABOR MANAGEMENT SERVICES.**

- 1.1 **Time and Labor Management Services.** ADP will provide the Application Programs and/or hardware (e.g. timeclocks) (the “**Hardware**” and collectively with the Application Programs, the “**Equipment**”) and the installation and training, listed in EXHIBIT A (collectively with the Equipment, the “**TLM Services**”). Certain terms in this EXHIBIT B-3 apply only to Hardware provided on a subscription basis, and certain terms apply only if County purchases Hardware. If Hardware is initially provided on a subscription basis and the County subsequently purchases and pays for the Hardware, the terms which apply to purchased Hardware shall apply to the Hardware purchased by County.
- 1.2 **Grant of License.** County's use of, and all the rights and obligations of the parties with respect to, the Application Programs delivered to County in connection with the TLM Services will be governed by the license agreement (whether written, shrink-wrapped or on-line) delivered to County with such Application Programs; provided, however, that in the event that no license agreement is delivered to County with such Application Programs, ADP hereby grants to County a personal, non-exclusive, non-transferable right and license to use solely for the internal business usage of the County Group the Application Programs delivered to County in connection with the TLM Services. County will not have any interest in such Application Programs, except for the license granted to it under this Agreement. Without limitation of the foregoing, County will not copy, recompile, disassemble, reverse engineer, or make or distribute any other form of or any derivative work from the Application Programs. County's use of any pre-packaged third-party software will be governed by the terms and conditions of the applicable third-party license agreement(s) delivered to County with such pre-packaged third-party software.
- 1.3 **Installation.** County shall be responsible for (i) providing and maintaining a suitable installation environment as specified in the manufacturer’s product literature and in accordance with ADP’s then current environmental specifications and other written instructions, (ii) following manufacturer’s instructions with respect to the Hardware, and (iii) providing and installing all power, wiring and cabling required for installation of the Equipment. The Business Day following the day on which (a) ADP, or its designee, determines that the Equipment has been placed in good working order in accordance with ADP’s standard installation procedures, or (b) the Equipment is delivered and the County fails to provide the required installation environment, is the “**Warranty Commencement Date**”.
- 1.4 **Risk of Loss.** No loss, theft or damage after delivery of the Equipment to the County site shall relieve County from any obligations under this Agreement, and County shall be liable for any such loss, damage or destruction (regardless of cause).
- 1.5 **Alterations; Inspection.** This Section 1.5 shall not apply to Hardware which is purchased and fully paid for by County. County shall not make any alterations or attach any device not provided by ADP to the Equipment whatsoever, nor shall County remove the Equipment from the place of original installation without ADP’s prior consent. ADP shall have the right to enter County’s premises to inspect the Equipment during County’s normal business hours.
- 1.6 **Title to Hardware.** This Section 1.6 shall not apply to Hardware which is purchased and fully paid for by County. Title to the Hardware shall remain in ADP. The Hardware is, and at all times shall remain, a separate item of personal property, notwithstanding its attachment to other equipment or real property. County shall furnish any waivers or consents reasonably requested by ADP to give full effect to the intent of the preceding sentence.
- 1.7 **Documentation.** ADP will deliver to County one copy of any documentation applicable to the Application Programs, all or a part of which may be in the form of computer media. County will copy the documentation only for its internal business use to satisfy its reasonable internal needs, *provided* that any such copies include all proprietary, copyright and other similar notices.

- 1.8 **County Content.** “**County Content**” shall mean (i) all payroll, human resource and similar information provided by County or its agents or employees, including transactional information, (ii) County’s trademarks, trade names, service marks, logos and designs and (iii) any other information or materials provided by County, regardless of form (e.g., images, graphics, text, etc.), to be included in the Equipment, whether included therein by ADP on behalf of County as part of its setup services or directly by County or any of its employees or agents. The following provisions shall apply with respect to County Content:
- 1.8.1 County shall be solely responsible for updating and maintaining the completeness and accuracy of all County Content.
 - 1.8.2 County is responsible for obtaining all required rights and licenses to use and display all County Content in connection with the Equipment. County hereby grants to ADP a non-exclusive, non-transferable license to use, edit, modify, adapt, translate, exhibit, publish, reproduce, copy (including back up copies) and display the County Content as reasonably necessary to provide Equipment or perform the TLM Services covered under this EXHIBIT B-3.
 - 1.8.3 County and its employees shall not include or provide to ADP for inclusion in the Equipment any County Content which is obscene, offensive, inappropriate, threatening, malicious, which violates any applicable law or regulation or any contract, privacy or other third party right or which otherwise exposes ADP to civil or criminal liability. ADP reserves the right to exclude or immediately remove from any Equipment any County Content which it determines in its sole discretion violates the previous sentence, provided that ADP has no obligation to review or monitor the County Content.
- 1.9 **Third Parties.** Notwithstanding the provisions of Section 20.2 of CONTRACT, with respect to the Equipment, ADP’s suppliers, vendors and referral partners may enforce the same disclaimers and limitations against County as ADP may under Sections 5.0 and 6.0 of CONTRACT.

2.0 **LIMITED WARRANTY.**

ADP warrants to County that the Hardware shall be free from defects in material and workmanship on the Warranty Commencement Date and for ninety days thereafter. ADP warrants that the Application Programs will perform in accordance with the applicable documentation for the comparable (as to version and type) Application Programs. These warranties shall not apply in the following circumstances: (i) accident, neglect or misuse; (ii) alterations other than in accordance with ADP’s standard installation procedures and (iii) failure to provide and maintain a suitable installation environment including but not limited to, failure to provide adequate electrical power, air conditioning or humidity control.

3.0 **EQUIPMENT MAINTENANCE.**

- 3.1 **General.** If the Hardware is provided on a subscription basis, and not purchased by County, maintenance services (“**Maintenance**”) for the Hardware will be furnished by ADP, or its designee, pursuant, and subject to the following terms and conditions for the fees specified in EXHIBIT A. If County purchases the Hardware, Maintenance is optional and may be obtained at an additional cost and a separate annual Maintenance fee applies. A County under the purchase option may terminate its receipt of Maintenance by providing written notice to ADP no less than 30 days prior to the end of the then current annual Maintenance period. ADP is not required to rebate to County any maintenance fees relating to a current or prior coverage period. (NOTE: If a County selects the purchase option but elects not to receive or terminates Maintenance hereunder, any Maintenance provided by ADP at County’s request will be subject to ADP’s then current charges for Maintenance which will likely be significantly greater than the annual fee under the Maintenance plan. County’s described in the preceding sentence must execute a waiver of Maintenance.) Maintenance is not available on Equipment located outside the United States, Canada or Puerto Rico. Maintenance shall apply to the Hardware only and shall not apply to the maintenance of inking rollers, ribbons, light bulbs, fuses or other accessories, attachments, machines or other devices not provided by ADP. Maintenance shall commence (i) as to the

Application Programs, immediately; **(ii)** as to Hardware, upon expiration of the warranty in Section 2. ADP shall provide help desk support, which includes technical assistance which may be by telephone, fax service, remote modem support (if accepted by County) and/or courier. County shall bear all delivery/shipping costs and all risk of loss during shipment/delivery of Hardware relating to Maintenance. County shall pay all travel expenses incurred by ADP or its designee for any Maintenance performed at the County's site.

- 3.2 **Maintenance Hours.** Maintenance shall be provided, during ADP's regular maintenance hours for the applicable Equipment (the "**Regular Maintenance Hours**"), which are specified in EXHIBIT A. ADP shall respond in a prompt, commercially reasonable manner during Regular Maintenance Hours for the applicable Equipment, but reserves the right to grant priority among County's.
- 3.3 **Hardware Maintenance.** ADP shall make, or cause a designee to make, all necessary adjustments and repairs to keep the Hardware in good operating condition. All remedial Maintenance shall be provided during Regular Maintenance Hours for the applicable Hardware after notification that the Hardware is inoperative and a determination has been made by ADP, or its designee, that the problem is a result of defective materials or workmanship. Any parts found to be defective (except those specifically excluded hereunder) shall be replaced or repaired, at ADP's or its designee's option without additional charge for parts or labor, provided that the Hardware has been properly installed and maintained by ADP or its designee, and provided further that the Hardware has been used in accordance with the ADP manual and manufacturer's instructions and has not been subject to abuse or tampering. Such repairs and replacements may be made only by ADP or its designee, and will be made only after ADP or its designee is notified of a problem, receives delivery from County of the Hardware (which delivery shall not violate the provisions of Section 1.5 above) at issue and determines that it results from defective materials or workmanship. Notwithstanding the foregoing, ADP may deliver a temporary replacement item for County's use while such determination is being made with respect to the Hardware in question.
- 3.4 **Application Programs Maintenance.** ADP shall make, or cause a designee to make, corrections of errors or deficiencies in the Application Programs so that the Application Programs conform in all material respects to the functional specifications for the Application Programs published from time to time by ADP. ADP will make improvements, enhancements, modifications and/or updates (collectively, "**Updates**") to the Application Programs available to County at no additional cost (i.e. in addition to the license and Maintenance fees) if and as they are made available generally by ADP at no additional cost to ADP County's licensing the same Application Programs as County. If County fails to install, or does not engage ADP on a time and materials basis to install (i) any major version Update (that is, a version number change to the left of the decimal point; for example 3.0 to 4.0) within five years, or (ii) any minor version Update (that is, a version number change immediately to the right of the decimal point; for example 3.1 to 3.2) within three years; in either (i) or (ii), after the availability of the same from ADP; ADP shall have no further obligation to provide County with Updates to the Application Programs nor to provide ongoing Maintenance for the Application Programs. The preceding sentence does not apply to a County receiving Hosting Services.
- 3.5 **Maintenance Exclusions.** Maintenance does not include (i) providing supplies or equipment; (ii) refinishing of the Hardware; (iii) maintenance of accessories, attachments, machines or other devices not covered by ADP; (iv) making configuration specification changes (not applicable to the Application Program TimeSaver® 3.X); (v) performing service connected **with** the relocation, installation or reinstallation of Hardware; (vi) adding or removing accessories, attachments and other devices; (vii) operation of the Application Programs in the normal course of business; (viii) consulting, programming, installation or training services that are not associated with Application Program errors or deficiencies; (ix) programming or analytical assistance relating to enhancement of existing programs or the creation of new programs; (x) programming or analytical assistance relating to restoring programs and/or computer accessible data files rendered inoperative due to any cause outside of ADP's reasonable control; and (xi) supporting any Application Programs not listed in EXHIBIT A. Any maintenance resulting from other than the normal operation of the Equipment, including County's faulty installation or misuse of the Equipment or County's failure to provide the necessary facilities or specified operating supplies or to meet ADP's or

manufacturer's site specifications shall be invoiced to County as an additional charge plus any travel expenses incurred.

3.6 **County Responsibilities.** County's responsibilities under this Agreement include: (i) providing a suitable environment for the Equipment, as specified in the manufacturer's product literature and as specified by ADP; (ii) contacting ADP's help desk by phone to initiate all Maintenance; (iii) explaining the problem or condition requiring Maintenance to ADP's help desk personnel and providing copies of data on printed materials and/or other media that may assist ADP in providing Maintenance; (iv) providing necessary connectivity to access the Hardware, when requested by ADP; (v) providing full, free, safe and complete access to the Equipment during Regular Maintenance Hours for the applicable Equipment so that ADP or its designee may provide Maintenance; (vi) backing up, removing, protecting and restoring, as applicable, programs, data and removable storage media contained in failing Hardware presented for Maintenance; (vii) removing all features, parts, options, alterations and attachments which are not subject to this Agreement before presenting failing Hardware for service; (viii) removing and controlling any files from Hardware before ADP begins service and replacing or reloading files in Hardware following service and (ix) informing ADP of changes in related hardware and software and their configuration.

3.7 **Conditions of Maintenance.** This Agreement is contingent upon proper use of the Equipment and does not cover Equipment which has been modified without ADP's approval, or which has been subjected to unusual physical or electrical stress, or in which the original identification marks have been removed or altered, or which has been removed from the place of original installation without ADP's prior consent. Additionally, any repairs, replacements or Maintenance required as the result of any of the following are not included in Maintenance and County shall be charged at ADP's then current rates, plus any travel expenses incurred: damage, defects or malfunctions resulting from misuse, accident, neglect, tampering or causes other than normal and intended use (including modifications or replacements of any ADP components or any boards supplied with the Hardware); failure of the County to provide and maintain a suitable installation environment; or malfunctions resulting from use of software, hardware, badges, supplies or other products with the Equipment which are not approved by ADP or the attachment or addition of any device to the Hardware without ADP's prior consent. ADP shall not be responsible to County for loss of use of the Equipment or for any other liabilities arising from alterations, additions, adjustments or repairs which have been made to the Equipment by other than authorized representatives of ADP. If, in the opinion of ADP, any such alterations, additions, adjustments or repairs adversely affect ADP's ability to render Maintenance to the Equipment, ADP reserves the right to immediately terminate this EXHIBIT B-3. Any Maintenance performed by ADP outside the scope of this EXHIBIT when the cause is determined to be unrelated to Equipment shall be provided at ADP's then prevailing time and material rates and terms plus any travel expenses incurred.

4.0 **FURTHER LIMITATION OF LIABILITY.**

The provisions of this Section 4 supplement the provisions of Section 6.0 of CONTRACT hereto. For purposes of this EXHIBIT B-3, Section 6.3 of CONTRACT shall not apply and is hereby replaced with the following: Notwithstanding anything to the contrary contained in this Agreement, ADP's liability under this Agreement for damages (monetary or otherwise) under any circumstances for claims of any type or character arising from or related to the TLM Services will be limited in each instance to the amount of actual damages incurred by County, *provided, however,* that ADP's aggregate liability hereunder in any calendar year (other than and subject to the next sentence of this Section 4) will not exceed the average fees for one month paid by County to ADP for the TLM Services during such calendar year. ADP's liability under Section 7.2 of CONTRACT shall be limited to the fees paid by County to ADP for implementation of the TLM Services. If County continues to receive TLM Services, any such monetary damages shall be paid to County by way of a credit against future fees payable. ADP's sole obligation in case of any breach of its warranty set forth in Section 2 shall be to repair or replace, at ADP's option, any defective items.

5.0 HOSTING SERVICES.

Section 5 applies only if Hosting Services (as hereinafter defined) are specified in EXHIBIT A.

5.1 **Access to System.** The System means the Application Programs as run on the Hosted Environment. The Hosted Environment means the hardware, system software, hosting support software, network connectivity, and facility used by ADP to support County’s use of the Application Programs. County, and its authorized employees, may access the System as provided herein in order to input information relating to its employees’ time and attendance and related information. County acknowledges that ADP does not review the accuracy or completeness of any submissions to the System made by County or County’s employees. County agrees that it is County’s sole responsibility to submit information relating to the use of the Application Programs and any associated ADP services and to verify the accuracy and completeness of any information submitted by County or its employees. County acknowledges that by submitting communications through the System, no confidential, fiduciary, and contractually implied or other relationship is created between ADP and County other than pursuant to this Agreement. In order to access and use the System, County and its authorized users will be required to provide a current username and password. County will instruct it’s authorized Users that in the event that they have reason to believe that an unauthorized third party has access to County’s account, they should immediately notify ADP.

5.2 System Availability, Maintenance, and Downtime.

5.2.1 **System Availability and Scheduled Maintenance.** The System generally will be available 24 hours a day, 7 days a week; however, ADP performs maintenance during the hours specified in EXHIBIT A (the “Maintenance Windows”). 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 makes no guarantee that maintenance tasks will be completed during the Maintenance Windows however if ADP determines that maintenance tasks extending beyond the Maintenance Windows will impact County's use of the System, ADP will give County as much advance notice as possible..

5.2.2 **Additional Maintenance.** In certain situations, ADP may perform additional maintenance at times other than the Maintenance Windows. When ADP determines that additional maintenance will have a direct impact on the County’s use of the System, ADP will give County as much advance notice as possible.

5.2.3 **Unscheduled Downtime.** The System may experience unscheduled downtime. During the hours of 8:00 AM to 8:00 PM Eastern time, Monday through Friday, excluding ADP Holidays (as defined in EXHIBIT A) (“Prime Time”), ADP will notify the County of unscheduled downtime as soon as practicable, and in any event, within sixty minutes of ADP’s identification of such unscheduled downtime (the “Event”). At times other than Prime Time that are outside the Maintenance Windows, ADP will use reasonable efforts to notify the County of unscheduled downtime as soon as practicable following the Event. If the System experiences unscheduled downtime, ADP will work diligently to correct the problem until it is resolved and the System is made available.

5.3 Hosting Services. The hosting services provided by ADP (“**Hosting Services**”) include:

5.3.1 Providing the Hosted Environment for the System and the operation and required maintenance of such Hosted Environment. County acknowledges that the Hosted Environment may be used to provide similar services to other County’s and that County acquires no rights therein.

5.3.2 Deploying the Application Programs licensed by the County at a Uniform Resource Locator to be selected, registered and owned by ADP.

- 5.3.3 In the event that ADP discovers and/or County reports to ADP through its support line that the Hosted Environment is experiencing an outage or that the Application Programs are experiencing operational issues, working diligently to resolve such outage or issue as soon as possible, giving priority to outages and significant operational issues.
 - 5.3.4 Making the System available except for the hours not specified as the Maintenance Windows in EXHIBIT A, except for scheduled maintenance and any loss or interruption of the System due to causes beyond the control of ADP or which are not reasonably foreseeable by ADP, including, but not limited to, interruption or failure of telecommunication or digital transmission links, or unauthorized intrusions.
 - 5.3.5 Establishing and maintaining a secure environment for the System, which shall include physical security, logical security (including firewalls, encryption and password access control), and intrusion detection.
- 5.4 **ADP Access to System.** ADP will make corrections, modifications, and improvements from time to time as deemed appropriate by ADP in connection with the provision of Hosting Services to County. County grants to ADP permission to allow ADP's employees and subcontractors properly authorized by ADP to access and make such corrections, modifications, and improvements to the System (which hosts County's data). Depending upon the situation, County may or may not be informed of ADP's making such corrections, modifications, and improvements.

6.0 **ADDITIONAL TERMINATION PROVISIONS.**

The provisions of this Section 6 supplement the provisions of Section 12.0 of CONTRACT hereto.

- 6.1 **Termination by ADP.** In addition to the termination provisions of Section 12.3 of CONTRACT, ADP may terminate this EXHIBIT B-3 if County fails to install, removes or disconnects the Equipment from County's existing computer system.
- 6.2 **Default by County.** Upon the occurrence of any event set forth in Section 12.0 of CONTRACT, which is not cured as set forth therein, or Section 6.1 hereof, ADP may, at its option, whether or not this EXHIBIT B-3 is terminated, (i) take immediate possession of the Equipment (other than Hardware that has been purchased and fully paid for by County), wherever situated, and for such purpose enter upon any premises without liability for so doing, (ii) sell, dispose of, hold, use or lease the Equipment, as ADP in its sole discretion may decide, and County agrees to reimburse ADP for any and all expenses ADP may incur, including interest, costs and reasonable attorneys' fees, in taking any of the foregoing actions.
- 6.3 **Effect of Termination.** This Section 6.3 shall not apply to Hardware which is purchased and fully paid for by County. In addition to the provisions of Section 12.4 of CONTRACT, immediately upon termination or cancellation of this EXHIBIT B-3, for any reason whatsoever, County shall, at its expense, return any Hardware which is provided on a subscription basis to ADP in accordance with ADP's instructions in as good condition as received by County, normal wear and tear excepted. If such Hardware is not returned, County agrees to purchase such Hardware at prevailing manufacturer's suggested retail price.

7.0 **ADDITIONAL SERVICES**

Version Upgrade. As available, and at Client request, ADP will install two major version upgrades at no additional cost during the ten-year period following the Fourth Amendment Effective Date. Client will pay for any hardware or communication charges resulting from any upgrades.

7.1 **ADA DATABASE**

- 7.1.1 **ADP shall provide to Client the Direct Data Access database for Time and Labor Services.**

07087 EXHIBIT B-4

Payroll Services

1.0 PAYROLL SERVICES.

- 1.1 **Payroll Services.** ADP will provide the payroll services specified in EXHIBIT A (collectively, the “Payroll Services”) to the County in accordance with the terms of this Agreement.
- 1.2 **Grant of License.** County's use of any pre-packaged third-party software will be governed by the terms and conditions of the applicable third-party license agreements delivered to County hereunder with such pre-packaged third-party software. County's use of, and all the rights and obligations of the parties with respect to, the Application Programs delivered to County in connection with the Payroll Services will be governed by the license agreement (whether written, shrink-wrapped or on-line) delivered to County with such Application Programs; provided, however, that in the event that no license agreement is delivered to County with such Application Programs, ADP hereby grants to County a personal, non-exclusive, non-transferable right and license to use solely for the internal business usage of the County Group the Application Programs delivered to County in connection with the Payroll Services. County will not have any interest in such Application Programs, except for the license granted to it under this Agreement. Without limitation of the foregoing, County will not copy, recompile, disassemble, reverse engineer, or make or distribute any other form of or any derivative work from the Application Programs.
- 1.3 **Improvements, Enhancements, etc.** ADP will deliver to County, at no additional cost, all improvements, enhancements, modifications and updates to any Application Programs that are included in the Payroll Services if and as they are made generally available by ADP to its other Countys at no additional cost. All other improvements, enhancements, modifications and updates to any Application Programs will be made available by ADP to County at ADP's then prevailing prices. All such improvements, enhancements, modifications and updates may, if applicable, be delivered to County in the form of computer media and will be installed by County.

2.0 PAYROLL IMPLEMENTATION SERVICES.

- 2.1 **Implementation Services.** If specified in Exhibit A, ADP will assist County in implementing the Payroll Services for the benefit of and in conjunction with County in accordance with the provisions of this Section 2. County will cooperate with ADP and provide ADP with all necessary information and reasonable assistance required in order for ADP to successfully implement the Payroll Services. ADP will notify County when, in accordance with its normal acceptance procedures, the Payroll Services are operational and available for County's use.
- 2.2 **Timely Completion of Implementation.** ADP will use commercially reasonable efforts to complete the implementation services in accordance with the mutually agreed upon implementation schedule.
- 2.3 **Project Managers.** Each of County and ADP will designate a project manager for the implementation through first payroll phases of the project and will promptly notify the other of the name, telephone number and address of such person. The County project manager and the ADP project manager, as appropriate, will be deemed to have authority to issue, execute, grant, or provide any approvals, requests, notices, or other communications required under this EXHIBIT or requested by the other party in connection with the implementation of the Payroll Services.
- 2.4 **Review Meetings.** As agreed by the project managers, appropriate personnel from ADP and County will meet to discuss the progress made in the performance of their respective obligations under this Agreement during the implementation of Services.

3.0 CUSTOM PROGRAMMING.

If ADP develops computer programs for County's use in connection with the Services, such computer programs will be owned by ADP, and County shall retain a non-exclusive, non-transferable license to such computer programs, subject to the remainder of this Section 3. All rights to such computer programs not expressly granted to County hereunder are reserved by ADP. ADP shall be entitled to use such computer programs without having to account to County or to obtain County's prior consent. The fees for developing such computer programs will be mutually agreed to by ADP and County and are in addition to any other charges covered by this Agreement. County agrees to allow such computer programs to be used solely in connection with its receipt of the Services. All such computer programs shall exclude the Application Programs.

4.0 IPAYSTATEMENTS.

Notwithstanding the provisions of Section 4.3.3 of CONTRACT, County will be exclusively responsible for compliance with all laws and governmental regulations with respect to ADP iPayStatements.

07087 EXHIBIT B-5

Benefits Administration Services

1.0 BENEFITS ADMINISTRATION SERVICES.

- 1.1 **Description.** ADP will provide the benefits administration services specified in EXHIBIT A (collectively, the “**Benefit Services**”) to the County in accordance with the terms of this Agreement and the Operating Guidelines (as hereinafter defined in Section 2 of this EXHIBIT). ADP’s provision of Benefit Services and ADP’s and County’s respective responsibilities with respect thereto, shall be in accordance with the terms and conditions set forth in this Agreement, the Operating Guidelines and any additional documentation mutually developed by ADP and County in accordance with the terms of this Agreement (which documentation shall be deemed to be a part of this Agreement). Upon any additional or modified services hereunder being requested by the County Benefits Liaison (as defined herein), such shall be incorporated into the Benefit Services without further action by County, if an attachment describing such additional services and accompanying changes, if any, in fees, shall be approved in writing by ADP and the County Benefits Liaison. Upon such written approval, such additional attachment shall be deemed incorporated into this Agreement.
- 1.2 **Grant of License; Limitation on Use.** ADP grants to County a personal, non-exclusive, non-transferable right and license to use solely for the internal business usage of the County Group and only in connection with its receipt of Benefit Services, the Application Programs delivered to County, if any, in connection with the Benefit Services. County may make one copy of the Application Programs only for its own backup purposes. County may not make a copy of any of the Application Programs which include a mechanism to limit or inhibit copying and are marked “copy protected”. County will not copy (except as provided above), assign, loan, sub-license or otherwise transfer the Application Programs, or alter, modify or adapt (or cause to be altered, modified or adapted) the Application Programs. County may not obscure, alter or remove any copyright, trademark, service mark or proprietary rights notices on any Application Programs. County will not publish the results of benchmark tests run with the Application Programs. COUNTY WILL NOT RECOMPILE, DISASSEMBLE, REVERSE ENGINEER, OR MAKE OR DISTRIBUTE ANY OTHER FORM OF OR, EXCEPT AS PERMITTED BY THIS SECTION 1.2, ANY DERIVATIVE WORK FROM, THE APPLICATION PROGRAMS. County’s use of any pre-packaged third party software will be governed by the terms and conditions of the applicable third party license agreement delivered to County with such pre-packaged third party software. County will not (i) employ the development tools provided to County, (ii) write or modify reports (excluding ReportSmith reports) or interfaces or (iii) modify the database, in any way, except as expressly authorized by ADP.
- 1.3 **Improvements, Enhancements, etc.** ADP will deliver to County, at no additional cost, all improvements, enhancements, modifications and updates to any Application Programs that are included in the Benefit Services if and as they are made generally available by ADP to its other Clients at no additional cost. All other improvements, enhancements, modifications and updates to any Application Programs will be made available by ADP to County at ADP’s then prevailing prices. All such improvements, enhancements, modifications and updates may, if applicable, be delivered to County in the form of computer media, which will be installed by County.
- As available, and at Client request will provide one benefits conversion and one benefits platform upgrade at no additional cost during the ten-year period following the Fourth Amendment Effective Date.**
- 1.4 **Delivery of County Content.** County shall promptly deliver to ADP the County Content as required by ADP in an electronic file format specified and accessible to ADP or as otherwise set forth in EXHIBIT A. “County Content” means any materials provided by County for incorporation in the Benefit Services, including, but not limited to, any images, photographs, illustrations, graphics, audio clips, video clips and text.

- 1.5 **License to County Content.** County hereby grants ADP a non-exclusive, non-transferable license to use, edit, modify, adapt, translate, exhibit, publish, reproduce, copy (including back-up copies) and display the County Content as reasonably necessary to perform the Benefit Services.
- 1.6 **Limitation on County Content.** County is solely responsible for all County Content and for obtaining all required rights and licenses to use and display such County Content in connection with the Benefit Services. County shall provide to ADP County Content that does not contain any content or materials which are obscene, offensive, inappropriate, threatening, malicious, which violate any applicable law or regulation or any contract, privacy or other third party right or which otherwise exposes ADP to civil or criminal liability. ADP reserves the right to exclude or immediately remove from the System any County Content which it determines in its sole discretion violates the previous sentence, provided that ADP has no obligation to review or monitor the County Content. "System" means the hardware, operating system software, web application (if applicable to the Benefit Services), Application Programs, database programs and network connectivity described in EXHIBIT A.

2.0 **SPECIFIC PROCEDURES.**

- 2.1 **Operating Guidelines.** ADP and County shall mutually develop, using ADP's format and processes as a basis, a set of standard specifications defining the requirements and operating guidelines (the "Operating Guidelines") governing the implementation and ongoing procedures, timelines and other guidelines for the provision by ADP and use by County of the Benefit Services. ADP shall provide the Operating Guidelines to County and County shall review and approve the Operating Guidelines prior to implementation by ADP.
- 2.2 **County Benefits Liaison.** Prior to the commencement of ADP's provision of Benefit Services, County shall designate in writing to ADP the name or names of one or more persons who shall serve as ADP's designated contact for the Benefit Services (the "County Benefits Liaison"). County hereby represents and warrants to ADP that the County Benefits Liaison has, and shall at all times have, the requisite authority to transmit information, directions and instructions on behalf of County, each "plan administrator" (as defined in Section 3(16)(A) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and Section 414(g) of the Internal Revenue Code of 1986, as amended (the "Code")) and, if applicable, each "fiduciary" (as defined in Section 3(21) of ERISA) of each separate employee benefit plan covered by the Benefit Services (each, a "Benefit Plan"). The County Benefits Liaison also shall be deemed to have authority to issue, execute, grant, or provide any approvals (other than amendments to this Agreement), requests, notices, or other communications required or permitted under this Agreement (including, without limitation, Change Items) or requested by ADP in connection with the Benefit Services.
- 2.3 **Application of Operating Guidelines.** In the event ADP shall have any questions relating to the application of the Operating Guidelines to a particular set of facts, or if a participant or beneficiary of a Benefit Plan notifies ADP of an objection to ADP's interpretation or application of the Operating Guidelines, then ADP shall notify the County Benefits Liaison in writing of such questions or objections. The County Benefits Liaison shall have the responsibility to obtain answers to any such questions or objections and ADP shall be entitled to rely upon such answers and to follow any directions communicated by the County Benefits Liaison. County authorizes ADP to release employee-related data to health care providers or other third party vendors of County as are designated by County from time to time.
- 2.4 **Benefit Plan Information.** Prior to the commencement of Benefit Services, County shall furnish to ADP all necessary information and data ("County Benefits Data") for each Benefit Plan. Thereafter, County shall provide ADP with all County Benefits Data that is necessary for the provision by ADP of Benefit Services and is the responsibility of County to provide under this Agreement and the Operating Guidelines.

- 2.5 **Benefit Plan Amendments.** Implementation of any Benefit Plan amendment by ADP shall constitute ADP's acceptance of the use of the documents for such amendment, but shall not constitute ADP's approval of such documents' contents or their effect. County shall assume full responsibility to ADP and to all interested parties for such contents and effect.
- 2.6 **Compliance of Benefit Plans.** County shall be responsible for the final preparation, approval and submission of all Benefit Plans and related amendments to the applicable government authority. County shall be responsible for, and shall take all measures required under state and federal law (including applicable provisions of the Code and the regulations promulgated there under) and all other applicable laws and regulations, to assure the qualification and compliance of the Benefit Plans with such laws. ADP shall be under no duty to question the measures taken by County pursuant to any section of this EXHIBIT.
- 2.7 **County Indemnity.** County shall indemnify, defend and hold ADP harmless from and against any and all liabilities, claims, penalties, damages, forfeitures, suits, and the costs and expenses incident thereto (including the costs and expenses of defense, settlement and reasonable attorneys' fees), arising from or claimed to have arisen from the performance by ADP of the Benefit Services, including any such liability, claims, damages, costs or expenses arising from or claimed to have arisen from actions ADP performs in connection with Benefit Services pursuant to the Operating Guidelines, any County Benefits Data supplied by County or any instruction, request or representation of County, except to the extent such liability, claims, damages, costs or expense arise from the negligence or willful misconduct of ADP. ADP shall be under no duty to review any such County Benefits Data, instruction, request or representation.
- 2.8 **Disclaimer.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE SCOPE OF SERVICES, COUNTY EXPRESSLY ACKNOWLEDGES THAT ADP IS NOT THE "ADMINISTRATOR" OR "PLAN ADMINISTRATOR" AS DEFINED IN SECTION 3(16)(A) OF ERISA AND SECTION 414(g) OF THE CODE, RESPECTIVELY, NOR IS ADP A "FIDUCIARY" WITHIN THE MEANING OF ERISA SECTION 3(21), NOR IS ADP A "HEALTH CARE CLEARINGHOUSE" WITHIN THE MEANING OF SECTION 1171 OF HIPAA AND COUNTY SHALL NOT REQUEST OR OTHERWISE REQUIRE ADP TO ACT AS SUCH. ADP SHALL NOT EXERCISE ANY DISCRETIONARY AUTHORITY OR DISCRETIONARY CONTROL RESPECTING MANAGEMENT OF ANY BENEFIT PLAN OR MANAGEMENT OR DISPOSITION OF ANY BENEFIT PLAN ASSETS. ADP SHALL NOT RENDER INVESTMENT ADVICE FOR A FEE OR OTHER COMPENSATION, DIRECT OR INDIRECT, WITH RESPECT TO ANY MONIES OR OTHER PROPERTY OF ANY BENEFIT PLAN, NOR DOES ADP HAVE ANY AUTHORITY OR RESPONSIBILITY TO DO SO. ADP HAS NO DISCRETIONARY AUTHORITY OR DISCRETIONARY RESPONSIBILITY IN THE ADMINISTRATION OF THE BENEFIT PLAN(S).

3.0 **FUNDING OF OBLIGATIONS AND SPECIAL PAYMENT PROVISIONS.**

- 3.1 **Funding of Obligations.** If applicable, County will remit or otherwise make available to ADP sufficient good and available funds within the deadline established by ADP and via the method of delivery required by ADP to cover County's third party payment obligations covered by the Benefit Services (including, without limitation, as applicable, County's payment obligations to its employees and its health and welfare insurance carriers (the "Carriers")). With respect to flexible spending account and commuter benefits administrative Benefit Services, the method of delivery shall be direct debit. ADP will apply such funds to satisfy the County's third party payment obligations in accordance with the Operating Guidelines. ALL AMOUNTS EARNED ON ALL FUNDS REMITTED TO ADP IN CONNECTION WITH ADP'S BENEFIT SERVICES PENDING DISBURSEMENT TO COUNTY, COUNTY'S EMPLOYEES, OR CARRIERS SHALL BE RETAINED BY ADP AS COMPENSATION. ADP'S CURRENT PROCESS FOR DISBURSEMENT OF SUCH FUNDS IS DESCRIBED ON ATTACHMENT 1. ADP MAY COMMINGLE COUNTY'S FUNDS WITH SIMILAR FUNDS FROM OTHER CLIENTS AND WITH SIMILAR ADP AND ADP-ADMINISTERED FUNDS.

- 3.2 **Special Payment Provisions.** With respect to flexible spending account and commuter benefits administrative Benefit Services which may be provided by ADP to County under this EXHIBIT, if County shall fail to pay the fees due ADP for such Benefit Services as and when required under this Agreement, ADP may require, as a condition to the continued provision of such Benefit Services, that all fees for such Benefit Services be paid by County via direct debit.

4.0 IMPLEMENTATION SERVICES.

- 4.1 **Implementation Services.** If specified in EXHIBIT A, ADP will assist County in implementing the Benefit Services for the benefit of and in conjunction with County in accordance with the provisions of this Section 4. ADP will use commercially reasonable efforts to complete the implementation services in a timely manner.
- 4.2 **Conversion of Data.** County shall provide to ADP, and shall cause any third-party providers to provide to ADP, such applicable County files, databases and other information related to the Benefit Plans and the participants, beneficiaries and other individuals interested therein (the "County Files") as is necessary to permit the Benefit Services to be performed by ADP, or as otherwise reasonably requested by ADP and approved by County (which approval shall not be unreasonably withheld). County assumes the responsibility for the County Files to be transmitted to ADP, including, but not limited to, their condition, content, format, usability or correctness. County shall perform all County Files refinement, purification and reformatting in order for the Benefit Services to be performed by ADP. ADP shall be compensated on a time and expense basis at ADP's standard rates in effect at such time in the event ADP is required to perform any such refinement, purification or reformatting, provided that County has been given a reasonable opportunity to perform such refinement, purification or reformatting. County will cooperate with ADP and provide ADP with all necessary information and assistance required in order for ADP to successfully convert the County Files. ADP will notify County when, in accordance with its normal acceptance procedures, the applicable County Files have been successfully converted and when the Benefit Services are operational and available for County's use. The obligations described in this Section 4.2 shall apply to ongoing provision of County Files to ADP by County.
- 4.3 **Project Managers.** Each of County and ADP will designate a project manager for the implementation of the Benefit Services and will promptly notify the other of the name, telephone number and address of such person. The County project manager and the ADP project manager, as appropriate, will be deemed to have authority to issue, execute, grant, or provide any approvals, requests, notices, or other communications required under this EXHIBIT or requested by the other party in connection with the implementation of the Benefit Services.
- 4.4 **Review Meetings.** As agreed by the project managers, appropriate personnel from ADP and County will meet to discuss the progress made in the performance of their respective obligations under this Agreement during the preceding period.

5.0 CUSTOM PROGRAMMING.

If ADP develops computer programs for County's use in connection with the Benefit Services, such computer programs will be owned by ADP, and County shall retain a non-exclusive, non-transferable license to such computer programs, subject to the remainder of this Section 5. All rights to such computer programs not expressly granted to County hereunder are reserved by ADP. ADP shall be entitled to use such computer programs without having to account to County or to obtain County's prior consent. The fees for developing such computer programs will be mutually agreed to by ADP and County and are in addition to any other charges covered by this Agreement. County agrees to allow such computer programs to be used solely in connection with its receipt of the Benefit Services. All such computer programs shall exclude the Application Programs.

6.0 **ADDITIONAL TERMINATION OR SUSPENSION BY ADP.**

The provisions of Sections 6.1 and 6.2 do not apply to any Benefit Services which are provided to County under the terms of Section 11.

- 6.1 **Basis for Termination.** If County fails to comply with any provision of Section 3.1 hereof, ADP may, in its sole discretion, terminate the applicable Benefit Service under this Agreement immediately upon notice to County. If any Benefit Service is terminated by ADP, County will immediately (i) be responsible for payment of County's third party obligations covered by the affected Benefit Services then and thereafter due, including, without limitation, any penalties and interest accruing after the date of such termination, (ii) reimburse ADP for all third party obligations paid by ADP on behalf of County and theretofore not paid or reimbursed by County, and (iii) pay any and all fees and charges invoiced by ADP to County relating to the affected Benefit Service. The termination of any Benefit Service shall immediately terminate County's license to such software provided hereunder that is designated by ADP as adjunct to such Benefit Service.

- 6.2 **Reinstatement after Termination.** If ADP terminates any Benefit Service pursuant to Section 6.1 and County determines that its failure to comply with the provisions of Section 3.1 was the result of a clerical error, County may request in a writing delivered to ADP (a "Reinstatement Request") that ADP reinstate the Benefit Service. The Reinstatement Request shall be certified by an executive officer of County and include a detailed description of the circumstances surrounding County's failure to comply with the provisions of Section 3.1. If ADP agrees, in its reasonable discretion, that County failed to comply with the provisions of Section 3.1 because of a clerical error, ADP will reinstate County's affected Benefit Service(s) at the earliest date reasonably possible.

- 6.3 **Suspension of Services.** ADP may suspend any or all of the Benefit Services to the extent ADP's provision of such Benefit Service or Benefit Services is in violation of any laws or regulations.

- 6.4 **Termination Due to Noncompliance.** In addition to the other termination rights set forth elsewhere in this Agreement, ADP may terminate this EXHIBIT immediately upon written notice to the County upon the failure of County to maintain its Benefit Plan(s) in compliance with ERISA or other applicable laws or regulations.

- 6.5 **Termination of License.** The license rights granted in Section 1.2 of this EXHIBIT may be terminated by ADP if County breaches any of the terms contained in Section 1.2 of this EXHIBIT or Section 12.3 of CONTRACT and fails to cure such breach within seven calendar days of such breach.

7.0 **REGULATORY FEES.**

In the event that the County, County's Benefit Plans or ADP is subjected to any form of governmental or regulatory fees or charges related to the Benefit Services provided by ADP under this Annex, such charges will be the responsibility of County.

8.0 **CHANGE ITEMS.**

- 8.1 **Change Item Policy.** If any change in the Benefit Services occurs, including, without limitation the items specified below (each, a "Change Item"), that requires ADP or the County to devote resources, expend time or otherwise incur costs not contemplated by this Agreement as part of the Benefit Services, ADP will follow the change procedures specified in Section 8.2 prior to devoting such resources, expending such time or incurring such costs. Change Items include the following:
 - 8.1.1 **services requested or otherwise required to be provided in connection with the Benefit Services that are outside the original scope of the Benefit Services,**

- 8.1.2 **services requested or otherwise required to be provided in connection with the Benefit Services resulting from changes to the magnitude of scope of the Benefit Services due to the discovery or disclosure of new information since such services were accepted, or due to incorrect information upon which such services were based,**
 - 8.1.3 **any change to a previously approved document or deliverable that is produced during the project,**
 - 8.1.4 **failure by a County resource to maintain the agreed upon time commitment or schedule related to the Benefit Services,**
 - 8.1.5 **failure by County to provide an environment necessary to support the Benefit Services or the implementation of the Benefit Services (i.e., workspace, personal computers, printers, administrative support, etc.), or**
 - 8.1.6 **any Benefit Plan amendments.**
- 8.2 **Change Item Procedures.** Upon the occurrence of a Change Item, ADP will deliver to the County a notice (a “**Change Item Notice**”) setting forth (i) the details of the Change Item, (ii) an analysis of the impact of the Change Item on the County’s system, (iii) an estimate of the time, materials, and aggregate costs required to address the Change Item, and (iv) whether the Change Item is an optional item. Change Items may result in changes to expected or target completion dates. ADP will notify County as soon as practicable of any changes to any such dates.
- 8.2.1 **Required Change Items.** Required Change Items are identified by clauses (iv), (v) and (vi) of Section 8.1. If a Change Item is required, ADP will provide the additional resources as required on a time and materials basis and will proceed to provide the Benefit Services taking into consideration the Change Item.
 - 8.2.2 **Optional Change Items.** Optional Change Items are identified by clauses (i), (ii) and (iii) of Section 8.1. If the Change Item is optional, the County will notify ADP within thirty Business Days of receipt of the Change Item Notice whether or not the County authorizes ADP to proceed to provide the Benefit Services required by the Change Item. ADP will take no action on the Change Item until the earlier of the expiration of the thirty-Business-Day period or County’s authorization of the Change Item. If the County denies authority to complete the Change Item, ADP will proceed to provide the Benefit Services without implementing the Change Item. If the County does not respond to the Change Notice within such thirty-Business-Day period, the Change Item will be deemed unauthorized and ADP will proceed to provide the Benefit Services without implementing the Change Item. If the County authorizes the Change Item within such thirty-Business-Day period, ADP will provide the additional resources as required on a time and materials basis and will proceed to provide the Benefit Services taking into consideration the Change Item.

9.0 **LICENSED ENTITY.**

Notwithstanding the use in this EXHIBIT of the word "ADP", in the event that ADP determines that all or a portion of the Benefit Services may be subject to licensing or other regulatory requirements, such services shall be performed solely by such wholly owned subsidiary of Automatic Data Processing, Inc. as shall be designated by ADP.

10.0 **ADDITIONAL COMMISSION ARRANGEMENTS.**

An affiliate of ADP which is properly licensed may receive brokerage commissions and similar fees under certain agreements with health maintenance organizations and other health care carriers. Such affiliate agrees to provide to County, upon County’s request, more detailed information in such affiliate’s possession concerning any amounts earned from such agreements to the extent relating to health coverage arrangements pertaining to County during the term of this Agreement. Any such commissions or similar

fees may be credited against County's fees due hereunder in the year when such commissions or similar fees are earned by such affiliate. Any unused credit may be rolled over by County for up to one year.

11.0 STORED VALUE CARD SERVICES.

- 11.1 If County elects to receive Stored Value Card Services ("Stored Value Card Services") as indicated on EXHIBIT A, County acknowledges and agrees that County's receipt of such Services shall be subject to the additional terms and conditions of this Section 11.
- 11.2 County and ADP hereby acknowledge and agree that the Stored Value Card Services shall refer to the use by County's employees of an ADP Stored Value Card to obtain qualified fringe benefits under County's benefit plan(s). The ADP Stored Value Cards may be referred to herein collectively as the "Cards" or each a "Card" and employees of County who receive a Card may be referred to herein collectively as "Cardholders" or each a "Cardholder."
- 11.3 **Additional Documents.** ADP shall not be obligated to provide the Stored Value Card Services unless County has executed and delivered to ADP the applicable documents, forms or instruments necessary for ADP to render to County the Stored Value Card Services. County will execute and deliver to ADP or the third party card service provider designated by ADP copies of the Automated Clearing House agreements ("ACH Agreements"), Authorization to Debit/Credit ("Debit Authorization"), and such other documents, forms or instruments necessary for ADP or the third party card service provider designated by ADP to render to County the Stored Value Card Services. In addition, County shall use the form of enrollment documents provided by ADP in connection with the Stored Value Card Services, or shall amend its enrollment forms with such language as may be required by ADP from time to time. All such agreements, documents and forms may be assigned by ADP in the event ADP elects to use a different Card issuer, originating bank or other related card or voucher vendor.
- 11.4 **Issuance of Cards.** County shall be responsible for providing the required information regarding each participant that has elected to receive a Card. County will provide the information in the manner prescribed by ADP. Upon receipt and processing of a participant's information and subject to the Card issuer's approval, the Card will be mailed to the participant, together with the terms and conditions for the use of the Card. All Cards issued to Cardholders are the property of the Card issuer and are subject to cancellation by the Card issuer at any time.
- 11.5 **Cardholder Services.** ADP will make available Cardholder services to Cardholders. County will direct Cardholders to resolve all disputes regarding Card fees and charges and disputed charges on a Card with, and to report any lost or stolen Cards to, Cardholder services. Contact information for Cardholder services is located on the terms and conditions of use provided with each Card. Notwithstanding the foregoing, County will be responsible for resolving all disputes by Cardholders regarding use of the Cards.
- 11.6 **Remittance of Funds.** In order to settle the amounts expended by County's Cardholders pursuant to the Stored Value Card Services, ADP or the third-party service provider designated by ADP will initiate debits to County's designated bank account (the "County Account"). Such debits shall be initiated on a daily basis or on such other schedule as may be set forth in an ACH Agreement, Debit Authorization or as may be communicated to County from time to time. County shall receive notice via email prior to any such debit, and a settlement report from ADP detailing the amounts expended by County's Cardholders within a reasonable period after such debit. County covenants and agrees to have at all times sufficient good and available funds in the County Account to satisfy all debits initiated in connection with the Stored Value Card Services. In the event the County Account does not contain adequate funds to satisfy such debit, County shall immediately wire to ADP or such third party card service provider designated by ADP the amount necessary to satisfy such debit and, in addition to any other remedies available to ADP, ADP shall charge, and County shall pay, a nonsufficient funds ("NSF") charge for each NSF occurrence.

- 11.7 **Recovery of Funds.** County agrees to cooperate with ADP and any other parties involved in processing the Card transactions to recover funds credited to or expended by Cardholders in error. Such cooperation may include withholding amounts from participant's wages, offsetting against subsequent valid expense claims under the plan, and/or invalidating Cardholder's card until the amount has been repaid.
- 11.8 **Debits.** County shall be liable for each debit to the County Account initiated by ADP or its designee hereunder in accordance with the terms of this Agreement or the Debit Authorization. County unconditionally promises to pay to ADP any debit that is returned to ADP because of insufficient or uncollected funds or for any other reason, upon demand, together with interest thereon at the rate set forth in Section 2.1.1 of CONTRACT. Also, in the event that ADP attempts to recover funds in accordance with Section 11.6 above and ADP is not able to recover such funds for any reason, County unconditionally promises to pay the amount of such insufficiency upon demand, together with interest thereon at the rate set forth in Section 2.1.1 of CONTRACT.
- 11.9 **Termination of Stored Value Card Services.** Either ADP or County may terminate the Stored Value Card Services upon 90 days prior written notice to the other. In the event that ADP exercises its right to terminate under this section, ADP shall make reasonable efforts to offer County a traditional flexible spending account and/or commuter benefits administration service and, if applicable, an alternative source of transit vouchers.
- 11.10 **Additional Termination.** If (i) County defaults in the payment of any sum of money hereunder, (ii) County fails to comply with Section 11.6 above or otherwise provide sufficient, collected funds to ADP within the deadline established by ADP to satisfy County's third party obligations which results in a loss or financial risk to ADP, (iii) County defaults in the performance of any of its other obligations under this Section 11, (iv) County has any material adverse change (in ADP's sole and reasonable discretion) in its financial condition, (v) any unauthorized credits or debits are initiated in County's name, (vi) the bank originating debit and credit instructions on ADP's behalf notifies ADP that it is no longer willing to originate debits or credits for any reason, (vii) the ACH Agreement or Debit Authorization is terminated by County, or (viii) the Card issuers cancel the Cards issued on behalf of County; ADP may (a) immediately terminate the Stored Value Card Services, (b) declare all amounts due and to become due immediately due and payable and/or (c) require County to prepay for future Card processing.

ATTACHMENT 1

Carrier Enrollment Benefit Services. If County receives carrier enrollment Benefit Services hereunder, the Operating Guidelines shall include a procedure for ADP's receipt of amounts due to the Carriers. On a monthly basis ADP determines the premium amounts due from the County to the Carriers. As set forth in the Operating Guidelines, premium payment disbursements to the Carriers are received by ADP via the following methods of payment: Fed wire; ACH transfer; or County check. Such payments are deposited into an ADP zero balance account for processing and reconciliation by ADP. This account is maintained separately from ADP's operating accounts. Due to the nature of the ACH system, ADP generally receives use of the amounts disbursed to ADP via ACH transfer within two Business Days from the ACH impound date. Fed wire funds are made available to ADP immediately. Within 24 hours following receipt of premium amounts via ACH transfer or Fed wire, or as soon as confirmation is made that the County's check has cleared, ADP remits to the Carriers the payment amounts made by the County for the premiums then due. Such payments to Carriers are made by ADP either by check or by ACH transfer. Once disbursed by ADP, if payments are made to the Carriers by check, on average checks remain outstanding for fifteen days before being presented for payment. In some cases, if contractual arrangements have been made with the County and with the Carrier, ADP is entitled to an insurance commission, and ADP deducts the commission from the County premium payments being remitted to the Carrier. See Section 10 for further information concerning such commission arrangements.

Flexible Spending Account and Commuter Benefits Administration Benefit Services. As flexible spending account and commuter benefits claims are adjudicated by ADP, and ADP determines that a participant is entitled to reimbursement, ADP determines the aggregate amount to be paid as reimbursement to participants and obtains County funds for such reimbursements. In the event that ADP provides Stored Value Card Services to County, the provisions of Section 11.6 of EXHIBIT shall apply. All such reimbursement amounts disbursed to ADP pending participant reimbursement are maintained in an account that is separate from ADP's operating accounts. Countys remit claim reimbursement payment amounts to ADP via County-initiated Fed wire or ACH transfer, via ADP-initiated ACH transfer, or via County check. Due to the nature of the ACH system, ADP generally receives use of the amounts disbursed to ADP via ACH transfer within two Business Days from the ACH impound date. Once County checks clear the banking system, the payment amounts are made available to ADP. Fed wire funds are made available to ADP immediately. Immediately upon ADP's receipt of good funds from the County, ADP makes disbursements in the amount of the applicable reimbursement to each participant. Participants receive such payments either by check or, if they and the County have elected, by direct deposit. On average, checks remain outstanding for nine to twelve days before being presented for payment. In some cases, upon the County's request and as a convenience to the County, ADP holds a County-determined amount on account in order to facilitate the prompt reimbursement of participant claims at the time of claim adjudication. ADP does not determine the amount to be held on account for the County, and all such amounts may be withdrawn at any time by the County.

Investment of Amounts Held. ADP invests such funds, pending disbursement or presentment for payment, in long and short term investments, such as money market funds, United States treasury obligations, United States government agency obligations, corporate notes, and other investments

07087 EXHIBIT B-6
NeoGov

To the extent that any terms of this Exhibit directly conflict with the Contract, the terms and conditions of this Exhibit shall control as to such terms.

~~1.0 — Provision of On-line Services.~~

~~1.1 — County hereby engages ADP and ADP hereby agrees to provide through its subcontractor, GovernmentJobs.com, Inc., (d/b/a “NEOGOV”) the services (the “Services”) more fully described in this Exhibit and in the Order Form.~~

~~2.0 — Additional ADP Responsibilities. In connection with the performance of this Exhibit, ADP shall be responsible for the following:~~

~~2.1 — ADP shall provide all required hosting and operations support for the applications provided through this Exhibit.~~

~~2.2 — ADP shall follow those support, maintenance and other procedures and shall provide those support, maintenance and other services to County more fully described in this Exhibit.~~

~~3.0 — County Responsibilities. In connection with the performance of this Exhibit and the provision of the Services, County shall be responsible for the following:~~

~~3.1 — The logos of NEOGOV, including the “powered by” logo, may appear on the “employment opportunities”, “job description” and other pages of County’s web site.~~

~~3.2 — County shall be responsible for ensuring that County’s use of the Services and the performance of County’s other obligations hereunder comply with all laws applicable to County.~~

~~3.3 — County shall be responsible, as between ADP and County, for the accuracy and completeness of all records and databases provided by County in connection with this Exhibit for use on NeoGov’s system.~~

~~4.0 — Ownership, Protection and Security.~~

~~4.1 — The parties agree that the NeoGov marks and the County marks shall both be displayed on and through NeoGov’s system(s).~~

~~4.2 — Ownership of any graphics, text, data or other information or content materials and all records and databases supplied or furnished by County hereunder for incorporation into or delivery through the application(s) described in this Exhibit shall remain with County, and ADP shall cease use of all such material upon termination of this Exhibit.~~

~~4.3 — County acknowledges and agrees that nothing in this Exhibit or any other agreement grants County any licenses or other rights with respect to ADP’s and/or NeoGov’s software system (source code or object code) other than the right to receive Services as expressly provided herein. NeoGov shall retain all ownership in the intellectual property and all other proprietary rights and interests associated with NeoGov’s software system and Services and all components thereof and associated documentation, except as expressly provided herein.~~

~~4.4 — ADP grants to County a limited license during the term of this Exhibit to use and reproduce NeoGov’s trademarks and logos for purposes of including such trademarks and logos in advertising and publicity materials and links solely as permitted hereunder. All uses of such trademarks and logos shall conform to County’s standard guidelines and requirements for use of such trademarks and logos.~~

~~5.0 ADP Representations and Warranties.~~

~~For the purposes of this Exhibit only, Section 6 of the Contract is deleted in its entirety and replaced with the language shown below:~~

~~5.1 Service Performance Warranty. ADP warrants that it will perform the Services in a manner consistent with industry standards reasonably applicable to the performance thereof.~~

~~5.2 No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 5, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND COUNTY'S USE OF THE SERVICES IS AT ITS OWN RISK. ADP DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. ADP DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.~~

~~5.3 Disclaimer of Actions Caused by and/or Under the Control of Third Parties. ADP DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT COUNTY'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH ADP WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, ADP CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, ADP DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS BEYOND ITS CONTROL.~~

~~6.0 Publicity. Following execution of the Contract, the parties hereto may issue a press release, the form and substance of which shall be mutually agreeable to the parties, announcing the relationship created by this Exhibit. Except as expressly contemplated herein, neither party shall issue any additional press release which mentions the other party or the transactions contemplated by this Exhibit without the prior consent of the other party, which consent shall not be unreasonably withheld.~~

~~7.0 Nondisclosure.~~

~~For the purposes of this Exhibit only, Section 8.3 of the Contract is deleted in its entirety and replaced with the language shown below:~~

~~Through exercise of each party's rights under this Exhibit, each party may be exposed to the other party's technical, financial, business, marketing, planning, and other information and data, in written, oral, electronic, magnetic, photographic and/or other forms, including but not limited to (i) oral and written communications of one party with the officers and staff of the other party which are marked or identified as confidential or secret or similarly marked or identified and (ii) other communications which a reasonable person would recognize from the surrounding facts and circumstances to be confidential or secret ("Confidential Information") and trade secrets. In recognition of the other party's need to protect its legitimate business interests, each party hereby covenants and agrees that it shall regard and treat each item of information or data constituting a trade secret or Confidential Information of the other party as strictly confidential and wholly owned by such other party and that it will not, without the express prior written consent of the other party or except as required by applicable law, redistribute, market, publish, disclose or divulge to any other person, firm or entity, or use or modify for use, directly or indirectly in any way for any person or entity: (i) any of the other party's Confidential Information during the term of this Contract and for a period of three (3) years after the termination of this Contract or, if later, from the last date Services (including any warranty work) are performed by the disclosing party hereunder; and (ii) any of the other party's trade secrets at any time during which such information shall constitute a trade secret under applicable law.~~

~~8.0 — Liability Limitations.~~

~~For the purposes of this Exhibit only, Sections 6 and 7.2 of the Contract are deleted in their entirety and replaced with the language shown below:~~

~~8.1 — If promptly notified in writing of any action brought against County based on a claim that ADP's Services infringe a United States patent, copyright or trademark right of a third party (except to the extent such claim or infringement relates to any third party software incorporated into ADP's applications), NeoGov will defend such action at its expense and will pay any and all fees, costs or damages that may be finally awarded in such action or any settlement resulting from such action (provided that County shall permit NeoGov to control the defense of such action and shall not make any compromise, admission of liability or settlement or take any other action impairing the defense of such claim without NeoGov's prior written approval).~~

~~8.2 — County acknowledges and agrees: (i) that ADP and NeoGov have no proprietary, financial, or other interest in the goods or services that may be described in or offered through County's web site; and (ii) that except with respect to any material supplied by ADP, County is solely responsible (as between ADP and County) for the content, quality, performance, and all other aspects of the goods or services and the information or other content contained in or provided through County's web site.~~

~~8.3 — OTHER THAN THOSE WARRANTIES EXPRESSLY SET FORTH IN THIS EXHIBIT, ADP DOES NOT MAKE ANY WARRANTIES TO COUNTY OR ANY OTHER PERSON OR ENTITY, EITHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER. ADP SHALL NOT BE LIABLE TO COUNTY OR TO ANY OTHER PERSON OR ENTITY, UNDER ANY CIRCUMSTANCE OR DUE TO ANY EVENT WHATSOEVER, FOR CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT, AND LOSS OF USE OR BUSINESS STOPPAGE.~~

~~8.4 — Under no circumstances shall ADP's total liability to County or any other person, regardless of the nature of the claim or form of action (whether arising in contract, tort, strict liability or otherwise), exceed the aggregate amount of fees and revenue received by ADP hereunder for the prior twelve (12) month period; provided, however that the foregoing limitations set forth in this Section 8(d) shall not apply to actions brought under 8(a) above or to any injury to persons or damages to property arising out of ADP's gross negligence or willful, gross misconduct.~~

~~9.0 — Termination.~~

~~9.1 — ADP reserves the right to terminate this Exhibit immediately if the Services provided hereunder become illegal or contrary to any applicable law, rule, regulation or public policy. Each party shall have the right to terminate this Exhibit upon one hundred twenty (120) days prior written notice to the other party or as otherwise provided in the Contract.~~

~~9.2 — Within sixty (60) days of notification of termination of this Exhibit, ADP shall provide County with a dedicated data files suitable for importation into commercially available database software (e.g., MS Access or MS SQL). The dedicated data files will be comprised of County's data contained in ADP's system. The structure of the relational database will be specific to the County's data and will not be representative of the proprietary NeoGov database.~~

~~10.0 — Payments.~~

~~10.1 — Initial Term. See Order Form.~~

~~10.2 — Renewal Term(s). For each Renewal Term, ADP will continue to provide County with the Services, and will provide maintenance and support services as described herein, provided County issues a purchase order or modification to this Exhibit and pays ADP in advance the annual recurring charges then in effect. If there is an increase in annual maintenance and support charges,~~

~~ADP shall give County written notice of such increase at least sixty (60) days prior to the expiration of the applicable term.~~

~~11.0 Force Majeure. ADP shall not be liable for any damages, costs, expenses or other consequences incurred by County or by any other person or entity as a result of delay in or inability to deliver any Services due to circumstances or events beyond ADP's reasonable control, including, without limitation: (i) acts of God; (ii) changes in or in the interpretation of any law, rule, regulation or ordinance; (iii) strikes, lockouts or other labor problems; (iv) transportation delays; (v) unavailability of supplies or materials; (vi) fire or explosion; (vii) riot, military action or usurped power; or (viii) actions or failures to act on the part of a governmental authority.~~

~~12.0 Miscellaneous. County acknowledges and agrees that this Exhibit is not intended to be and shall not be construed to be a franchise or business opportunity.~~

ORDER FORM

Order Summary: The pricing is specified in Exhibit A.

Line	Description [†]		
1.0	Insight Enterprise Edition		
-1.1	— Subscription License		
-1.2	Implementation		
1.3	Interface Development		
1.4	— Training (on site)		
-1.4	— GovernmentJobs.com Subscription (Optional)		

[†]More detailed descriptions of the services are contained in the order detail for each service, which are incorporated herein and made a part hereof by this reference.

Order Detail

1.0 — Insight Enterprise Edition

1.1 — License Subscription

The County's subscription to the Insight Hiring Management Software includes the following functionality:

1.2 — Recruitment

- 1.2.1 — Customized online job application
- 1.2.2 — Accept job applications online
- 1.2.3 — Online applications integration with current agency website
- 1.2.4 — Online job announcements and descriptions
- 1.2.5 — Automatic online job interest cards
- 1.2.6 — Proactively search your applicant database
- 1.2.7 — Real time database of all applicant information
- 1.2.8 — Recruitment and examination planning

1.3 — Selection

- 1.3.1 — Create, store, and reuse supplemental questions in the Insight item bank
- 1.3.2 — Screen applicants automatically as they apply
- 1.3.3 — Define unique scoring plans per recruitment, or copy existing scoring plans
- 1.3.4 — Test Item bank (optional in TMS)
- 1.3.5 — Conduct item analysis
- 1.3.6 — Test processing (automatically input Scantron test data sheets)*
- 1.3.7 — Test analysis and pass point setting
- 1.3.8 — Score, rank, and refer applicants

1.4 — Applicant Tracking

- 1.4.1 — Email and hardcopy notifications
- 1.4.2 — EEO Data collection and reports
- 1.4.3 — Track applicants by step/hurdle
- 1.4.4 — Schedule written, oral, and other exams
- 1.4.5 — Detailed applicant history record
- 1.4.6 — Skills tracking and matching

1.5 — Reporting and Analysis

- 1.5.1 — Collect and report on EEO data
- 1.5.2 — Analyze and report on adverse impact and applicant flow
- 1.5.3 — Track and analyze data such as time to hire, recruitment costs, staff workload, applicant quality, etc.
- 1.5.4 — Over 80 standard system reports
- 1.5.5 — Ad Hoc reporting tool

1.6 — HR Automation

- 1.6.1 — Create and route job requisitions
- 1.6.2 — Refer and certify applicants electronically
- 1.6.3 — Scan paper application materials

※

※ Requires a Scantron or similar Optical Mark Reader (OMR) scanner, special forms, form set up, and scanner software, which are not included unless listed on the ORDER FORM

NEOGOV Service Includes:

- Interfaces include both Employee Data and Position Data between NEOGOV and ADP.
- TMS is included in the license
- GovernmentJobs.com is NOT included and can be added in the future
- Existing Maricopa Scanner will work with NEOGOV

Additionally, during the term of the subscription, the County will be provided:

Unlimited County Support (6:00 AM — 6:00 PM PT)

County Support shall be provided to the County both on line and by telephone Monday — Friday, 6:00 AM — 6:00 PM PT (excluding ADP holidays).

Product Upgrades to Licensed Software

County shall receive all product upgrades to purchased package. Product upgrades are automatic and available upon the next login following a product upgrade rollout. Product upgrade rollouts are generally released every three months.

1.7 — Provisioning

The following activities are conducted as part of the Insight Enterprise implementation

- 1.7.1 — Conduct a project kick off meeting to review the project timeline, deliverables, and establish project expectations
- 1.7.2 — ADP will establish an Agency specific training environment that will be used during training and post training to allow the Agency to learn the system and begin defining new roles, responsibilities, and activities within the HR staff
- 1.7.3 — ADP will conduct eight hours of on line instructor led training. ADP will provide all required user exercises and user guides to the Agency.
- 1.7.4 — Once the core user community is comfortable with the system (typically within 10 hours of hands on use) they will train the remaining HR staff to complete their tasks using Insight.
- 1.7.5 — Between the training and go-live, ADP will complete the following activities:

- ~~1.7.5.1 Creating an agency specific training environment which is used by your agency during training and afterwards to train in prior to moving into production~~
- ~~1.7.5.2 Configure printable job bulletin~~
- ~~1.7.5.3 Integrate your new production job opportunities, promotional opportunities, and class specifications web pages into your existing agency website~~
- ~~1.7.5.4 Establish the Agency's Insight Enterprise production environment~~

~~1.8 Training~~

~~ADP will deliver training to Agency recruiters. We will provide all required user exercises and user guides to the Agency.~~

~~Following the training, your agency will have full access to the training environment. Additionally, your agency has full access to our County Support Help Desk during the training to help new users fully utilize Insight. Our existing County's find that this unique implementation approach enables their users to become familiar with Insight in a safe environment, promoting system use and leading to a more successful rollout.~~

07089 EXHIBIT B-7

Tax Filing Services

1.0 THE TAX FILING SERVICES.

- 1.1 **Tax Filing Services.** ADP will provide to County the tax filing services set forth in EXHIBIT A (collectively, the “Tax Filing Services”).
- 1.2 **Additional Documents.** County will execute and deliver to ADP copies of the Limited Power of Attorney, County Account Agreement and County Analysis Form and such other limited powers of attorney and other documents, forms or instruments necessary for ADP to render to County the Tax Filing Services.

2.0 FUNDING OF OBLIGATIONS.

- 2.1 **Remittance of Funds.** County will remit or otherwise make available to ADP sufficient good and available funds within the deadline established by ADP and via the method of delivery required by ADP to cover County’s tax filing obligations. ADP will apply such funds to satisfy County’s tax filing obligations covered by the Tax Filing Services.
- 2.2 **Investment Proceeds.** IF ADP RECEIVES COUNTY’S FUNDS IN ADVANCE OF THE TIME ADP IS REQUIRED TO APPLY SUCH FUNDS TO THE COUNTY’S TAX FILING OBLIGATIONS AS PART OF THE TAX FILING SERVICES, ALL INVESTMENT EARNINGS ON SUCH FUNDS, IF ANY, WHILE SUCH FUNDS ARE HELD BY ADP WILL BE FOR THE SOLE ACCOUNT OF ADP.
- 2.3 **Commingling of Funds.** ADP may commingle County’s funds with similar funds from other Clients and with similar ADP and ADP-administered funds. ADP has a funds control system that maintains general ledger entries by Client and by jurisdiction for tax liability deposits.

3.0 ADDITIONAL TERMINATION.

- 3.1 **Basis for Termination.** If County fails to comply with any provision of Section 2.1, ADP may, in its sole discretion, terminate the Tax Filing Service under this Agreement immediately upon notice to County. If the Tax Filing Service is terminated by ADP, County will immediately (i) be responsible for payment of County’s tax filing obligations, including, without limitation, any penalties and interest accruing after the date of such termination, (ii) reimburse ADP for **all** tax filing obligations paid by ADP on behalf of County and theretofore not paid or reimbursed by County, and (iii) pay any and all fees and charges invoiced by ADP to County relating to the Tax Filing Service.
- 3.2 **Reinstatement after Termination.** If ADP terminates the Tax Filing Services pursuant to Section 3.1 and County determines that its failure to comply with the provisions of Section 2.1 was the result of a clerical error, County may request in a writing delivered to ADP (a “**Reinstatement Request**”) that ADP reinstate the Tax Filing Services. The Reinstatement Request shall be certified by an executive officer of County and include a detailed description of the circumstances surrounding County’s failure to comply with the provisions of Section 2.1. If ADP agrees, in its reasonable discretion, that County failed to comply with the provisions of Section 2.1 because of a clerical error, ADP will reinstate County’s Tax Filing Services at the earliest date reasonably possible.
- 3.3 **Additional Requirements.** If County fails to comply with the provisions of Section 2.1, as a condition to continuing to provide the Tax Filing Services, ADP may require County to pay all outstanding and future tax filing obligations covered by the Tax Filing Services and/or all ADP fees and charges for the Tax Filing Services hereunder to ADP by (i) bank or certified check, (ii) wire transfer of immediately available funds, and/or (iii) in advance of the then current schedule.

4.0 FURTHER LIMITATION OF LIABILITY.

The provisions of this Section 4 supplement the provisions of Section 5.0 and 6.0 of CONTRACT hereto. If as a result of an error or omission made by ADP in performing the Tax Filing Services hereunder, an applicable taxing authority imposes a penalty on or assesses interest against County, ADP will (i) pay all penalties resulting from ADP's error or omission, (ii) pay any interest charges imposed on County for the failure to pay funds to the extent and for the period that such funds were held by ADP. In any such case, County will be responsible for all additional taxes and any other interest charges.

07087 EXHIBIT B-8

TotalPay Services

1.0 TOTALPAY SERVICES.

- 1.1 **TotalPay Services.** ADP shall provide to County the full service direct deposit services (the “FSDD Services”), and/or the ADPCheck services (the “ADPCheck Services”), and/or the TotalPay Card Services (collectively referred to as the “TotalPay Services”) to the extent set forth in EXHIBIT A in accordance with and subject to the terms of this Agreement. The ADPCheck Services shall refer to ADP’s payment of County’s employees or independent contractors (each, a “Payee”) from ADP’s own bank account through paychecks. With respect to ADPCheck Services, ADP will issue and deliver to County paychecks (“ADPChecks”) payable to the order of those Payees who have elected to receive their pay by check. With respect to FSDD Services, ADP will instruct the bank which will be originating transactions on ADP’s behalf through an automated clearing house (the “Originating Bank”) to originate credits to the bank accounts of those Payees who have elected to receive their pay by direct deposit. The TotalPay Card Services shall refer to ADP’s payment of certain of County’s Payees, through a TotalPay Card (“TotalPay Card”) for wages, commissions, consulting fees or similar compensation or work-related expenses which are to be paid in County’s normal payroll cycle. TotalPay Cards are issued by First Financial Bank (the “Issuing Bank”) and administered by ADP’s alliance partner Money Network Financial, LLC (“Money Network”). TotalPay Cards feature PIN-based functionality and signature-based functionality. The TotalPay Cards issued to Payees of County may be referred to herein collectively as the “Cards” or each a “Card” and Payees of County who receive a Card may be referred to herein collectively as “Cardholders” or each a “Cardholder”. County will assist and cooperate with ADP in the use of the TotalPay Services and will assign a liaison person to so assist ADP. County agrees that, unless otherwise agreed to in writing by ADP, it will use the TotalPay Services solely to direct legal payments to Payees for wages, commissions, consulting fees or similar compensation or work-related expenses via FSDD, ADPChecks or Cards. In addition, unless approved by ADP in writing, County agrees that it may not make Cards available to residents of countries other than the United States.
- 1.2 **Additional Documents.** ADP shall not be obligated to provide the TotalPay Services unless County has met and continues to meet ADP’s eligibility requirements therefor and has executed and delivered to ADP the applicable documents, forms or instruments necessary for ADP to render to County the TotalPay Services (including a Trust Agreement and any other agreements required by the issuing bank to the extent ADP provides TotalPay Card Services to County). Such documents, forms or instruments shall remain in full force and effect until terminated by County and until ADP and County’s bank shall have had a reasonable opportunity to act thereon. If County desires to change the account from which ADP obtains funds for the TotalPay Services, County shall provide new required documents and a voided check for any new account to ADP at least twenty (20) days prior to the effective date of such change.
- 1.3 **Certain Provisions Applicable to TotalPay Card Services.** Sections 1.4 through 1.16 of this EXHIBIT shall apply only if ADP provides TotalPay Card Services to County.
- 1.4 **Cardholder Set-Up.** County will set-up (or cause ADP to set-up) each Payee as a Cardholder using data and/or procedures required by Issuing Bank. County represents and warrants that it has all necessary consents and authorizations of each Payee included in submitted set-up data that is required under applicable law and rules, including NACHA, for Payee to (a) receive payments from County on its Card and (b) participate in the TotalPay Card Services. County agrees to promptly provide documentation or records related to the set-up of Cardholders and participation of Cardholders in the TotalPay Card Services to ADP and/or Issuing Bank upon request and agrees that such information may be provided to any regulatory authority having jurisdiction over the Issuing Bank. County, and not ADP nor any of its subcontractors, is responsible for reviewing

all enrollment information supplied by such Payees and confirming that it is accurate and complete.

Prior to set-up of any Payee on the Cardholder database and distribution of a Card to such Payee, County will: (i) inspect identification documents that meet the requirements of Form I-9 (e.g. (1) a passport or (2) a U.S. issued driver's license and social security card or (3) a U.S. driver's license and birth certificate) to verify such Payee's identity ("Identity Verification Documents"); and (ii) obtain from such Payee the following: (a) name; (b) street address; (c) date of birth and (d) social security number (or other government issued ID number acceptable to ADP and Issuing Bank). County agrees that Issuing Bank (directly or through a subcontractor) may request and obtain identity information and legal documentation directly from the Payee to verify the identity of any Payee set up on the Cardholder database or participating in the TotalPay Card Services. County also covenants to ADP and Issuing Bank that, with respect to each Cardholder, it will: (i) make and preserve either of the following: (i) at least one (1) copy of all Identity Verification Documents; or (ii) a description of the Identity Verification Documents that were relied on by the County noting the type of document (e.g., driver's license, passport, alien registration card), any identification number contained in the document, the place of issuance (e.g., state or country) and, if any, the date of issuance and expiration date. County agrees to retain such documentation during the time that such Payee is a Cardholder until the earlier of (a) three years from termination of County's obligation to make payments to such Payee or (b) three years from termination of such Payee's Card account; provided, however, that in the event a longer retention period is required for the Issuing Bank to meet its legal obligations, as a result of a change in applicable law or official interpretations thereof, the parties will use their commercially reasonable efforts to agree on a process that permits the Issuing Bank to comply with its legal obligations.

- 1.5 **Issuance of TotalPay Cards.** County will be issued an inventory of instant issue Cards. County is responsible for issuing Cards to its Payees from its inventory of Cards. Prior to or in conjunction with issuing a Card to any Payee, County shall (i) provide each Payee with a copy of the Issuing Bank's Terms and Conditions and other enrollment-related materials; and (ii) provide each Payee with the notice required under the USA Patriot Act as provided by either ADP or the Issuing Bank. County will provide Cardholders with any other information and materials regarding the TotalPay Card Services provided by Issuing Bank from time to time that is necessary for Issuing Bank to comply with applicable laws or regulations. County will be responsible for the safekeeping of the inventory of Cards received by County and for any theft or misappropriation of any such Cards prior to a valid and authorized issuance and distribution of such Card to a Payee of County. The amounts to be loaded to each Cardholder's TotalPay Card will be provided to ADP by County through one of ADP's standard payroll transmission methods available to County or another means agreed to by ADP and County.
- 1.6 **Card Status.** County is responsible for ensuring that Cardholders are paid via an alternate pay method in such instances where a Cardholder's Card has been terminated, cancelled or is in inactive status.
- 1.7 **Cardholder Services.** ADP will make available Cardholder services to Cardholders. County will direct Cardholders to resolve all disputes regarding Card fees and charges and disputed charges on a Card with, and to report any lost or stolen Cards to, Cardholder services. Contact information for Cardholder services is located on the Cardholder agreement provided with each Card. Notwithstanding the foregoing, County will be responsible for resolving all disputes by Cardholders regarding amounts credited to the Cards at the request of County.
- 1.8 **Cardholder Communication and Card Features.** County understands that Cardholders may receive notices, mailings and other communications directly from ADP or the Issuing Bank. In addition, ADP may make additional Card features available to Cardholders (e.g., secondary cards, card portability, reward programs, etc.).
- 1.9 **Issuing Bank.** All Cards issued to Cardholders are the property of Issuing Bank and are subject to cancellation by the Issuing Bank at any time in accordance with Issuing Bank's Cardholder Terms

and Conditions. In the event of cancellation of a Card such Payee will be required to resume another means of payment made available by County.

- 1.10 **Cardholder Information.** County understands that it is not entitled to access or review any Cardholder transaction information. Notwithstanding the foregoing, in limited circumstances (e.g., where necessary to prevent fraud) and consistent with the applicable Cardholder privacy policy, ADP may provide certain Cardholder transaction information to County. County agrees to treat all Cardholder personal and transaction information (if any) made available to it by ADP (or its agents) as confidential in accordance with the terms of Section 8.3 of CONTRACT.
- 1.11 **Cardholder Fees.** County acknowledges that separate fees and charges will be applied to Cardholders' Cards. Such Cardholder fees and charges are subject to change in accordance with the Cardholder Terms and Conditions applicable to the Cards. Current Card fees and charges are available upon request by County.
- 1.12 **Use of County's Authorized Marks.** In the event that ADP makes available branding of any materials, Cards and/or websites associated with the TotalPay Card Services and County requests such branding, County grants to ADP, to the Issuing Bank and any third party service provider designated by ADP (collectively, "Authorized Users") the right to display the Authorized Marks on the materials, Cards and/or websites associated with the TotalPay Card Services, subject to County's right to review and approve the copy prior to the use of such Authorized Marks. The term "Authorized Marks" shall refer to any trademarks, trade names, service marks, logos and designs designated by County for branding in connection with the TotalPay Card Services. This authorization shall cover the term of this Agreement and any period of ongoing use of the Cards by Payees after termination. County understands that various marks identified with ADP, the Issuing Bank and other parties providing services with respect to the Cards may also appear on the materials, Cards and/or websites associated with the TotalPay Card Services. County shall indemnify and hold harmless the Authorized Users from any loss, damages, claims, liabilities or expenses (including reasonable attorney's fees) that they may incur as a result of any claim that an Authorized User's use of or reference to the Authorized Marks as permitted herein infringes on the right of any other party.
- 1.13 **Use of Issuing Bank's Marks.** Except for materials and collateral provided by either Money Network or the Issuing Bank, County agrees that it will not use the name or marks of Money Network or the Issuing Bank in any materials it distributes or makes available to its Payees without Money Network's or the Issuing Bank's prior written consent, as applicable.
- 1.14 **Payee Information.** Notwithstanding the provisions of Section 8.3 of CONTRACT, County agrees that ADP and its subcontractors providing TotalPay Card Services may disclose information related to loads by the County to a particular Cardholder's Card and Card enrollment information provided by County regarding a particular Cardholder to Cardholder in providing Cardholder services and may otherwise use or disclose information regarding a particular Cardholder with the consent of that Cardholder or consistent with the privacy policy applicable to that Cardholder.
- 1.15 **County Responsible for Compliance with Laws.** Regarding the TotalPay Card Services, Section 4.3.3 of CONTRACT A shall not apply. The following provision shall apply in place of Section 4.3.3 of CONTRACT with respect to laws and governmental regulations affecting the TotalPay Card Services. ADP shall be responsible for compliance with all requirements of the Federal Reserve Board, Regulation E (12 CFR 205) applicable to financial institutions with respect to payroll card accounts. Except as stated in the previous sentence, County (and not ADP, the Issuing Bank, Money Network or their agents and subcontractors) is solely responsible for (i) compliance with all laws and governmental regulations affecting County's business, including state labor and payroll laws and the permissibility of the TotalPay Card Services under such laws, and (ii) any use County may make of the TotalPay Card Services to assist it in complying with such laws and governmental regulations. County also represents and warrants that any payments

that it requests ADP to make hereunder will not violate any laws of the United States. County will not rely solely on its use of the TotalPay Card Services in complying with any laws and governmental regulations.

- 1.16 **Audits and Information Requests.** County agrees that upon prior notice from Issuing Bank, Issuing Bank and any regulatory authorities which have jurisdiction over the Issuing Bank shall have the right to audit and inspect County's books and records related to the TotalPay Card Services and County's performance of its obligations with respect thereto, including, without limitation, the following: (i) County's records pertaining to the set-up of Payees on the Cardholder database and participation of Cardholders in the TotalPay Card Services; and (ii) the Identity Verification Documents. Subject to applicable law, County agrees to provide Issuing Bank with information and documents related to the TotalPay Card Services in County's control or possession (x) in connection with inquiries or requests made by regulators or other enforcement agencies or authorities or (y) where provision of such information and documents is otherwise necessary for Issuing Bank to demonstrate compliance with applicable law, regulatory requirements or network rules to which Issuing Bank is subject.

2.0 **FUNDING OF OBLIGATIONS.**

- 2.1 **Remittance of Funds.** County will remit or otherwise make available to ADP sufficient good and available funds within the deadline established by ADP and via the method of delivery required by ADP to satisfy County's third-party payment obligations with respect to the TotalPay Services in their entirety. In order to fund the amounts County has requested be loaded to Cards, ADP or the third-party service provider designated by ADP will initiate debits to or wire transfers from County's designated bank account. Notwithstanding the foregoing, if County does not receive ADP's other payroll services, then for TotalPay Card Services, County will transfer funds to be loaded to TotalPay Cards to an account designated by ADP, via employee level ACH transactions or such other format required by ADP, in accordance with the deadlines established by ADP.
- 2.2 **Investment Proceeds.** IF ADP RECEIVES COUNTY'S FUNDS IN ADVANCE OF THE TIME ADP IS REQUIRED TO PAY SUCH FUNDS TO THIRD PARTIES, ALL AMOUNTS EARNED ON SUCH FUNDS, IF ANY, WHILE HELD BY ADP WILL BE FOR THE SOLE ACCOUNT OF ADP.
- 2.3 **Commingling of Funds.** ADP and/or the Issuing Bank, as applicable, may commingle County's funds with similar funds from other Clients and with similar ADP and ADP-administered funds of a similar type. ADP has a funds control system that maintains general ledger entries by Client and by jurisdiction for tax liability deposits.

3.0 **USE OF SERVICES.**

- 3.1 **NACHA Compliance.** FSDD Services and TotalPay Card Services are subject to the operating rules of the National Automated Clearing House Association ("NACHA"). ADP and County each agree to comply with the NACHA rules applicable to it with respect to FSDD Services and TotalPay Card Services.
- 3.2 **Network Rules.** TotalPay Card Services are subject to financial industry rules and compliance standards imposed by VISA, Star, Plus, Interlink and applicable automated teller machine and point of sale processors (collectively, the "Network Rules"). County agrees, to the extent County utilizes TotalPay Card Services, to comply with Network Rules identified by the Issuing Bank from time-to-time related to such things as Card security and fraudulent or impermissible use of Cards.

- 3.3 **Payee Authorizations.** With respect to FSDD Services, prior to the first credit to the account of any Payee, County shall obtain a signed authorization from such Payee (a "Payee Authorization"), which shall be in a form reasonably acceptable to ADP and shall authorize the initiation of credits to such Payee's account and debits of such account to recover funds credited to such account in error. County shall retain a copy of each Payee Authorization during the period such Payee Authorization is in effect and for two years thereafter and shall furnish such copy to ADP upon request.
- 3.4 **Distribution of ADPChecks.** County agrees not to distribute any ADPChecks to Payees prior to 4:00 p.m. local time on the banking day immediately before payday. The per check fee specified in EXHIBIT A will be paid to ADP by the County as additional damages for each early distribution of an ADPCheck by the County, which payment is not in limitation of ADP's other rights and remedies under this Agreement.
- 3.5 **Stop Payment of ADPChecks.** If County desires to stop payment on any ADPCheck, County shall provide ADP with a written stop payment request in the form provided by ADP. ADP shall then place a stop payment order with ADP's bank within twenty-four (24) hours of ADP's receipt of such stop payment request. County shall not request ADP to stop payment on any ADPCheck that represents funds to which the applicable Payee is rightfully entitled. County agrees to indemnify, defend and hold harmless ADP and its affiliates and their successors and assigns from and against any liability whatsoever for stopping payment on any ADPCheck at the request of County and from and against all actions, suits, losses, claims, damages, charges, and expenses of every nature and character, including attorneys' fees, in any claims or suits arising by reason of stopping payment on said check, including claims made by a "holder in due course" of such check.
- 3.6 **Recovery of Funds.** County agrees to cooperate with ADP and any other parties involved in processing the Card or ACH transactions to recover funds credited to any TotalPay Card, or Payee's bank account in error.
- 3.7 **Third Party Beneficiaries.** Notwithstanding Section 20.2 of CONTRACT, County acknowledges and agrees that Issuing Bank and Money Network (and their respective successors and assigns) are each third party beneficiaries of this Agreement (as it relates to TotalPay Card Services) entitled to enforce each of the provisions of this EXHIBIT specifically listed below against County as well as the limitation of liability provisions of Section 6.0, including in equity and in law, as if it or they were a party hereto. The provisions of this EXHIBIT applicable to the foregoing sentence include Sections 1.2, 1.4, 1.5, 1.9, 1.10, 1.12, 1.13, 1.14, 1.15, 1.16, 3.1, 3.2, 3.7, 4.1, 4.2, 4.3, 5.1, 5.5 and 6.1.

4.0 **FURTHER LIMITATION OF LIABILITY.**

The provisions of this Section 4 supplement the provisions of Section 6.0 of CONTRACT hereto.

- 4.1 **Liability for Interruptions and Delays.** Neither ADP, the Issuing Bank nor Money Network shall be liable or deemed to be in default for any act, failure to act, negligence or bad faith by, or the insolvency of, any clearing house, card network or card association governing use of the Cards issued hereunder. Neither ADP, the Issuing Bank nor Money Network shall be liable for any damages to County arising from any decision to refrain from or delay originating debit/credit entries or issuing ADPChecks or crediting amounts to any TotalPay Card (a) after reasonable efforts to verify County's instruction or such debit/credit entries by the required security procedure have failed, (b) due to County's creditworthiness, or (c) because ADP has not received timely funds from County as required by Section 2.1.
- 4.2 **No Consequential Damages.** IN NO EVENT WILL THE ORIGINATING BANK, THE ISSUING BANK, MONEY NETWORK FINANCIAL, LLC OR ANY OF ADP'S AGENTS OR

SUBCONTRACTORS BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH COUNTY MAY INCUR OR EXPERIENCE ON ACCOUNT OF ENTERING INTO OR RELYING ON THIS AGREEMENT OR USING THE TOTALPAY SERVICES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 4.3 **Sole Remedy Against ADP.** COUNTY AGREES THAT ITS SOLE REMEDY FOR CLAIMS OF ANY TYPE OR NATURE with RESPECT TO THE TOTALPAY CARD SERVICES PROVIDED HEREUNDER SHALL BE AGAINST ADP AND NOT AGAINST ANY OF ITS AGENTS OR SUBCONTRACTORS, MONEY NETWORK OR THE ISSUING BANK.

5.0 **ADDITIONAL TERMINATION.**

The provisions of this Section 5 supplement the provisions of Section 11.0 AND 12.0 of CONTRACT.

- 5.1 **Termination of TotalPay Services.** During the first 90 days of service with respect to the TotalPay Services, County may terminate this EXHIBIT at any time; thereafter, either ADP or County may terminate this EXHIBIT upon 120 days prior written notice to the other. In the event that ADP exercises its right to terminate under this Section 5.1, ADP shall offer County an alternative ADP payment service to the extent available. In addition, County agrees that the TotalPay Card Services (or any feature thereof) in any designated jurisdiction may be terminated on 60 days notice to County if ADP or the Issuing Bank believe that any changes in any Network Rules or NACHA rules, or changes to, or interpretations of, applicable law by any federal, state or local governmental authority, or any formal or informal order, instruction or directive communicated to ADP or the Issuing Bank by such authority make it commercially impractical to continue to provide the TotalPay Card Services (or any feature thereof) in such jurisdiction.
- 5.2 **Basis for Termination.** Notwithstanding anything to the contrary herein, ADP may immediately terminate this Agreement and/or any of the TotalPay Services and declare all amounts due and to become due immediately due and payable by County if: (i) County defaults in the payment of any sum of money hereunder; (ii) County fails to provide sufficient, collected funds to ADP within the deadline established by ADP to satisfy County's third party obligations which results in a loss or financial risk to ADP; (iii) County commits an act of bankruptcy or becomes the subject of any Bankruptcy Act proceeding or becomes insolvent, or if any substantial part of County's property becomes subject to any levy/seizure, assignment, application or sale for or by any creditor or governmental agency; (iv) ADP reasonably determines that County may be engaged in illegal activity or that County may be utilizing any of the TotalPay Services in an illegal manner; (v) County has any material adverse change (in ADP's sole and reasonable discretion) in its financial condition; (vi) the Originating Bank notifies ADP that it is no longer willing to originate debits or credits for any reason; (vii) the documents required under Section 1.2 are terminated by County; or (viii) with respect to the TotalPay Card Services, the Issuing Bank cancels the Cards issued on behalf of County. Without limiting the foregoing, the parties agree that the TotalPay Services involve credit risk to ADP and ADP therefore shall in no event be required to provide such TotalPay Services if either ADP reasonably determines that County presents an undue credit risk to ADP or in the event of any County Termination Event. If ADP elects to not terminate the TotalPay Services despite the occurrence of any of the events described above, ADP may require County to pay its outstanding and all future third-party payment amounts covered by the TotalPay Services and/or ADP's fees and charges for the TotalPay Services to ADP (x) by bank or certified check, (y) by wire transfer of immediately available funds, and/or (z) in advance of the then current schedule, as a condition to receiving further TotalPay Services.
- 5.3 **Effect of Termination.** If any of the TotalPay Services are or may be terminated by ADP pursuant to Section 5.2, ADP shall be entitled to allocate any funds remitted or otherwise made available by County to ADP in such priorities as ADP (in its sole discretion) may determine appropriate (including reimbursing ADP for payments made by ADP hereunder on County's

behalf to a third party) and if any such TotalPay Services are terminated, County will immediately: (i) become solely responsible for all of its third-party payment obligations covered by such TotalPay Services then or thereafter due including, without limitation any penalties and interest accruing after the date of such termination; (ii) reimburse ADP for all payments made by ADP hereunder on County's behalf to any third party and theretofore not paid or reimbursed by County; and (iii) pay any and all fees and charges invoiced by ADP to County relating to the TotalPay Services and/or ADP's fees and charges for the TotalPay Services to ADP.

5.4 **Remedies upon Termination.** The remedies contained in this Section 5 are cumulative and in addition to all other rights and remedies available to ADP hereunder, by operation of law or otherwise.

5.5 **Survival.** County acknowledges and agrees that Section 1.10 hereof (Cardholder Information), Section 6.0 of CONTRACT (Limitation of Liability), Section 4 hereof (Further Limitation of Liability) and Section 6 hereof (Indemnification) shall survive termination or expiration of the Agreement and/or this Exhibit.

6.0 **INDEMNIFICATION.**

6.1 **County Indemnity.** County shall indemnify and hold harmless ADP from and against any loss, liability, claim, damage or exposure (each a "Loss") arising from or in connection with any action, proceeding or claim made or brought against ADP by the bank used by County to fund its obligations to Cardholders, to Payees or for ADP Checks for any ADP error or omission in performing the TotalPay Services, to the extent that the Loss would have been avoided if: (i) County had not directed ADP to return the funds to an account other than the account which was originally debited and ADP was permitted to return the funds to the affected account; or (ii) ADP's return of the funds was not rejected by the bank (e.g., due to account closure).

County shall be liable for, and shall defend, indemnify and hold harmless, ADP, its agents and subcontractors, Money Network and the Issuing Bank, from and against any and all loss, liability, claim, damage or exposure arising from, or in connection with, any breach of County's compliance obligations hereunder, any fraudulent or criminal acts of County's employees, including as a result of the theft or misappropriation of any Cards by County's employees (e.g., the issuance of unauthorized Cards) or the loading of unauthorized value onto Cards. County also agrees to defend, indemnify and hold harmless the Issuing Bank from and against any and all loss, liability, claim, damage or exposure arising from, or in connection with County's negligence in connection with its use and/or provision of the TotalPay Card Services or otherwise in connection with its performance or obligations under this Agreement.

6.2 **County's Unconditional Promise to Pay.** County shall be liable for debits properly initiated by ADP hereunder. County unconditionally promises to pay to ADP any unfunded payment amounts or Card loads (including any debit which is returned to ADP because of insufficient or uncollected funds or for any other reason), upon demand, together with interest thereon at the rate set forth in Section 2.0 of CONTRACT. Also, if any debit to a Payee's account reversing or correcting a previously submitted credit(s) is returned for any reason, or if ADP attempts to debit a Cardholder's Card balance as a result of an error in such employee's payroll amount or the amount loaded to the Card on behalf of the County and ADP is not able to debit such balance for the full amount because of an insufficient balance or for any other reason, County unconditionally promises to pay the amount of such debit or insufficiency (as applicable) upon demand and interest thereon at the rate set forth in Section 2.0 of CONTRACT. The foregoing shall not apply to amounts loaded to the Card outside of this Agreement by the Cardholder.

07087 EXHIBIT B-9

COBRA/Direct Bill Services

1.0 COBRA AND DIRECT BILL SERVICES.

ADP agrees to provide such of the following administrative services to the extent indicated on EXHIBIT A: (i) the nondiscretionary, ministerial recordkeeping and notification services in accordance with this Agreement and the Operating Guidelines (as hereinafter defined in Section 3 of this EXHIBIT) (the “**COBRA Services**”) with respect to County’s group health plans covered by the COBRA Services (the “**Plan(s)**”) and/or (ii) the direct billing administrative services (**Direct Bill Services**) in accordance with this Agreement. For purposes of this EXHIBIT, the term “COBRA Services” shall include any HIPAA notification services set forth on EXHIBIT A.

2.0 PLAN(S) COVERED.

For purposes of this Agreement, references to the “Plan Administrator” shall be deemed to be references to the appropriate plan administrator as defined in Section 3(16)(A) of the Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”), and Section 414(g) of the Internal Revenue Code of 1986, as amended (the “**Code**”). In the event County desires ADP to provide COBRA or Direct Bill Services in respect of any additional employee Plan, ADP’s provision of such COBRA or Direct Bill Services with respect to such Plan shall be subject to the mutual written agreement of the parties.

3.0 SPECIFIC PROCEDURES.

3.1 **Operating Guidelines.** ADP has developed a set of operating guidelines (the “**Operating Guidelines**”) describing the scope of the COBRA Services and governing the procedures, timelines and other guidelines for the provision by ADP and use by County of the COBRA Services. Such Operating Guidelines include the County Guide and any other documentation relating to the COBRA Services, all of which have been or will be provided to County. From time to time, ADP may make changes to the Operating Guidelines, provided that in the event County reasonably objects to any change in the Operating Guidelines within 60 days of notice of such change, County may, upon written notice to ADP, terminate this EXHIBIT. ADP’s provision of COBRA Services shall be subject to the Operating Guidelines and the terms of this EXHIBIT.

3.2 **Conversion of Data.** Prior to the commencement of the COBRA or Direct Bill Services, County shall provide to ADP, and shall cause any third-party providers to provide to ADP, such applicable County data and information, databases and all other information related to the Plans and the participants, beneficiaries and other individuals interested therein (the “**County Data**”) as is necessary to permit the COBRA or Direct Bill Services to be performed by ADP, or as otherwise reasonably requested by ADP and approved by County (which approval shall not be unreasonably withheld). County assumes the responsibility for the County Data to be transmitted to ADP, including, but not limited to, its condition, content, format, usability or correctness. County shall perform all refinement, purification and reformatting of the County Data in order for the COBRA or Direct Bill Services to be performed by ADP. ADP shall be compensated on a time and expense basis at ADP’s standard rates in effect at such time in the event ADP is required to perform any such refinement, purification or reformatting, provided that County has been given a reasonable opportunity to perform such refinement, purification or reformatting. County will cooperate with ADP and provide ADP with all necessary information and assistance required in order for ADP to successfully input the County Data into its systems. ADP will notify County when, in accordance with its normal acceptance procedures, the applicable County Data has been successfully inputted and when the COBRA or Direct Bill Services are operational and available for County's use. Thereafter, County shall provide ADP with all County Data that is necessary for the provision by ADP of COBRA or Direct Bill Services and is the responsibility of County to provide under this Agreement, the County Procedures (defined below) and the Operating Guidelines. The obligations described in this Section 3.2 shall apply to ongoing provision of County Data to ADP by County.

- 3.3 **County Contact.** Prior to the commencement of ADP’s provision of COBRA or Direct Bill Services, County shall designate in writing to ADP the name or names of one or more persons who shall serve as ADP’s designated contact for the COBRA or Direct Bill Services and as project manager for the implementation of the COBRA or Direct Bill Services (the “**County Contact**”). County hereby represents and warrants to ADP that the County Contact has, and shall at all times have, the requisite authority to (i) transmit information, directions and instructions on behalf of County, each Plan Administrator and, if applicable, each “fiduciary” (as defined in Section 3(21) of ERISA) of each separate Plan and (ii) issue, execute, grant, or provide any approvals (other than amendments to this Agreement), requests, notices, or other communications required or permitted under this Agreement (including, without limitation, Changes, as defined in Section 4) or requested by ADP in connection with the COBRA or Direct Bill Services.
- 3.4 **Performance of COBRA or Direct Bill Services.** ADP’s performance of COBRA or Direct Bill Services with respect to each Plan shall be in accordance with and subject to the documents, policies, interpretations, directives, rules, practices and procedures for such administration (the “County Procedures”) provided in writing to ADP by County or by third parties (such as health care providers) to the extent that County has directed ADP and ADP has agreed to accept County Procedures from such third parties. In the event ADP shall have any questions relating to the application of the County Procedures to a particular set of facts, or if a participant or participant of a Plan notifies ADP of his or her objection to ADP’s interpretation or application of the County Procedures, then ADP shall notify the County Contact in writing of such questions or objections. The County Contact shall have the responsibility to obtain answers to any such questions or objections and ADP shall be entitled to rely upon such answers and to follow any directions communicated by the County Contact. County authorizes ADP to release employee-related data to health care providers or other third party vendors of County as are designated by County from time to time.
- 3.5 **County Indemnity.** County shall indemnify, defend and hold ADP harmless from and against any and all liabilities, claims, penalties, damages, forfeitures, suits, and the costs and expenses incident thereto (including the costs and expenses of defense, settlement and reasonable attorneys’ fees), arising from or claimed to have arisen from the performance by ADP of the COBRA or Direct Bill Services, including any such liability, claims, damages, costs or expenses arising from or claimed to have arisen from actions ADP performs in connection with COBRA or Direct Bill Services pursuant to the County Procedures, any County Data supplied by County or any instruction, request or representation of County, except to the extent such liability, claims, damages, costs or expense arise from the negligence, willful misconduct or breach of this Agreement by ADP. ADP shall be under no duty to review any such County Procedures, County Data, instruction, request or representation.
- 3.6 **Disclaimer.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE SCOPE OF COBRA OR DIRECT BILL SERVICES, COUNTY EXPRESSLY ACKNOWLEDGES THAT ADP IS NOT THE “ADMINISTRATOR” OR “PLAN ADMINISTRATOR” AS DEFINED IN SECTION 3(16)(A) OF ERISA AND SECTION 414(g) OF THE CODE, RESPECTIVELY, NOR IS ADP A “FIDUCIARY” WITHIN THE MEANING OF ERISA SECTION 3(21), AND COUNTY SHALL NOT REQUEST OR OTHERWISE REQUIRE ADP TO ACT AS SUCH. ADP SHALL NOT EXERCISE ANY DISCRETIONARY AUTHORITY OR DISCRETIONARY CONTROL RESPECTING MANAGEMENT OF ANY PLAN OR MANAGEMENT OR DISPOSITION OF ANY PLAN ASSETS. ADP SHALL NOT RENDER INVESTMENT ADVICE FOR A FEE OR OTHER COMPENSATION, DIRECT OR INDIRECT, WITH RESPECT TO ANY MONIES OR OTHER PROPERTY OF ANY PLAN, NOR DOES ADP HAVE ANY AUTHORITY OR RESPONSIBILITY TO DO SO. ADP HAS NO DISCRETIONARY AUTHORITY OR DISCRETIONARY RESPONSIBILITY IN THE ADMINISTRATION OF THE PLAN(S).
- 3.7 **Use of Name.** County or the Plan Administrator must obtain the prior written consent of ADP to insert any references to ADP or its affiliates, or to their products or services, with respect to any communication or document pertaining to the Plan prepared by County, or on behalf of County (other than documents prepared by ADP), unless the reference only identifies ADP as a service

provider or the reference is required in an IRS Form 5500 or similar filing or document required by ERISA. Without limiting the foregoing, in no event may County or the Plan Administrator identify or refer to ADP as “administrator,” “plan administrator,” “plan sponsor,” “fiduciary,” “plan fiduciary,” or similar title. It is understood and agreed between ADP and County that such consent shall not be considered a representation that ADP has fully reviewed and approved the content of such communication except as to those matters set forth in this paragraph for which consent is required.

- 3.8 **Compliance with Laws.** ADP shall perform the COBRA Services with respect to the Plan in accordance with a reasonable good faith interpretation of the federal COBRA and HIPAA requirements (but only to the extent that COBRA and HIPAA administrative services are included in the COBRA Services). Except for such responsibilities assumed by ADP in this Agreement, County will be responsible (i) for compliance by County with all laws and governmental regulations affecting its business and (ii) for any use County may make of the COBRA Services to assist it in complying with such laws and governmental regulations.

4.0 **SERVICE CHANGES.**

- 4.1 **Change Policy.** If any change in the COBRA or Direct Bill Services occurs or is requested by County (after the initial implementation is completed) (a “**Change**”), that requires ADP or the County to devote resources, expend time or otherwise incur costs not contemplated by this Agreement as part of the COBRA or Direct Bill Services, ADP will follow the change procedures specified in Section 4.2 prior to devoting such resources, expending such time or incurring such costs.
- 4.2 **Change Procedures.** Upon the occurrence of a Change, the ADP project manager will deliver to the County a notice (a “**Change Notice**”) setting forth (i) the details of the Change, (ii) an analysis of the impact of the Change on the County’s system, (iii) an estimate of the time, materials, and aggregate costs required to address the Change, and (iv) whether the Change is required or optional.
- 4.3 **Required Changes.** If a Change is required; that is, the Change must be enacted in order for ADP to continue to perform the COBRA or Direct Bill **Services**, ADP will provide the additional resources as required on a time and materials basis and will proceed to provide the COBRA or Direct Bill Services taking into consideration the Change. Changes may result in changes to expected or target completion dates. ADP will notify County as soon as practicable of any changes to any such dates.
- 4.4 **Optional Changes.** If the Change is optional, the County will notify the ADP project manager within ten Business Days of receipt of the Change Notice whether or not the County authorizes ADP to proceed to provide the services required by the Change. ADP will take no action on the Change until the ten-Business-Day period has expired. If the County denies authority to complete the Change, ADP will proceed to provide the COBRA or Direct Bill Services without implementing the Change. If the County does not respond to the Change Notice within such ten-Business-Day period, the Change will be deemed unauthorized and ADP will proceed to provide the COBRA or Direct Bill Services without implementing the Change. If the County authorizes the Change within such ten-Business-Day period, ADP will provide the additional resources as required on a time and materials basis and will proceed to provide the COBRA or Direct Bill Services taking into consideration the Change. Changes may result in changes to expected or target completion dates. ADP will notify County as soon as practicable of any changes to any such dates.

5.0 FURTHER LIMITATION OF LIABILITY.

The provisions of this Section 5 supplement the provisions of Section 7 of EXHIBIT A. If solely as a result of an error or omission made by ADP in performing the COBRA Services hereunder, (i) a court of applicable jurisdiction imposes or assesses a penalty upon or against County, or (ii) excise taxes are imposed upon County under Section 4980 (b) of the Internal Revenue Code of 1986, as amended, ADP will pay all such penalties and excise taxes (subject to applicable limits and the right to challenge the imposition of such penalties or excise taxes) resulting solely from ADP's error or omission.

6.0 ADDITIONAL TERMINATION OR SUSPENSION BY ADP.

6.1 **Basis for Termination.** If County fails to maintain its Plan in compliance with applicable laws or regulations, ADP may by written notice to County terminate this EXHIBIT.

6.2 **Suspension of COBRA Services.** ADP may suspend any or all of the COBRA or Direct Bill Services to the extent ADP's provision of such COBRA or Direct Bill Service(s) is in violation of any laws or regulations.

7.0 ADDITIONAL COMMISSION ARRANGEMENTS.

An affiliate of ADP which is properly licensed may receive brokerage commissions and similar fees under certain agreements with health maintenance organizations and other health care carriers. Such affiliate agrees to provide to County, upon County's request, more detailed information in such affiliate's possession concerning any amounts earned from such agreements to the extent relating to health coverage arrangements pertaining to County during the term of this Agreement. Any such commissions or similar fees may be credited against County's fees due hereunder in the year when such commissions or similar fees are earned by such affiliate. Any unused credit may be rolled over by County for up to one year.

ATTACHMENT 1

Disbursements. Participant payments are received via check or, if arrangements are made by the participant, via ACH transfer. Such payments are made throughout the month and are deposited into an ADP account for processing and reconciliation by ADP. This ADP account is maintained separately from ADP's operating accounts. Due to the nature of the ACH system, payments received through ACH generally clear within two Business Days. On average, participant checks require 48 to 72 hours to clear. On a monthly basis, ADP reviews each payment and records each payment to the participant's record. ADP then reconciles to the particular County, the amounts paid by participants. After completing this recording and reconciliation process, ADP remits to the County (or to the County's designated carriers, depending on the arrangements made with the County) the payment amounts made by participants for that month's premiums, along with payments made by participants that are still within the applicable grace period.. Such payments to County or carriers are made by ADP either by check or by Fed wire. On occasion, participants may pay for coverage in advance of the applicable due date. Amounts disbursed to ADP are held by ADP for approximately 15 days prior to disbursement by ADP. Once disbursed by ADP, if payments are made by check, checks are presented for payment approximately 14 to 21 days following disbursement.

Investment of Amounts Held. ADP invests such funds, pending disbursement or presentment for payment, in long and short term investments, such as money market funds, United States treasury obligations, United States government agency obligations, corporate notes, and other investments.

~~07087 Exhibit B-10~~
~~Service Level Agreement~~

Table of Contents

Section I — General Terms
Section II — Service Level Commitment

Appendices

Appendix 1 Payroll Service Level Metrics
Appendix 2 Hosting Service Level Metrics
Appendix 3 Benefits Administration Service Level Metrics
Appendix 4 COBRA Service Level Metrics
Appendix 5 Time and Labor Service Level Metrics
Appendix 6 Service Level Credits

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. Upon the County reporting a *problem* via the toll free telephone support number, the parties shall categorize the problem as a *P1, P2 or P3* (priority level 1, 2, or 3). (See description below.) The parties shall assign such priority levels in good faith.
- ~~*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:
 - ~~Critical business impact~~
 - ~~All payroll critical errors or issues~~
 - ~~Time critical input~~
 - ~~Time critical reports (401(k), GL Interface)~~
 - ~~Loss or corruption of data~~
 - ~~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:
 - ~~Serious business impact~~
 - ~~Payroll non-critical issues~~
 - ~~Isolated ADP timeclock failures (applies only if TLM Services are provided under the Agreement)~~

- ~~*Response time (P3)*~~ The average time required to respond to a priority 3 message, logged by a County service administrator.
- ~~*Priority 3 issue ("P3 Issue")*~~ An issue that is non-critical in nature, with little to no immediate business impact. P3 Issues generally involve requests for information, or modifications or changes that impact future payrolls.
- ~~*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

<i>Service</i>	<i>Description</i>	<i>Frequency</i>	<i>Measure</i>
Payroll Transaction Timeliness	All payroll checks, direct deposit advices, standard payroll reports will be made available for delivery, via third party or ADP courier, as applicable, within 24 hours of County's transmission of Accurate Data. All standard payroll download files will be made available within 24 hours of County's transmission of Accurate Data.	Each payroll processed	99.5 %
Payment Accuracy and Timeliness	Accurate files are to be transmitted to banking institutions within 24 hours of County's transmission of Accurate Data to ADP.	Each payroll processed	99.5 % Computed as follows: Total number of inaccurate banking files for the County divided by the Total banking files processed for the County
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	30 minutes or less 99.5% of the time 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 response will consist of an acknowledgement of the case or a resolution to the case.	Each P2 County Case processed	1 Hour or Less 99.5% of the time Computed as follows: The number of P2 calls responded to within 1hour divided by total number of P2 calls received during the month
<i>Service</i>	<i>Description</i>	<i>Frequency</i>	<i>Measure</i>
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

<i>Service</i>	<i>Measure and Target</i>	<i>Notes</i>
<i>System Availability</i>		
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 as defined in Exhibit XX and any additional scheduled downtime minutes $\frac{(MM - (TM - SM))}{MM} \times 100$
Scheduled Downtime Notification	County will be notified at least two Business Days in advance when non-emergency service downtime is required.	As required.
Scheduled Downtime Frequency for non-emergency maintenance outside of the Maintenance Windows defined in Exhibit XX	No more than once a Quarter	As needed. The measure of no more than once per quarter does not apply to maintenance scheduled for emergency purposes. Maintenance is determined to be of an emergency nature when the availability, reliability or security of the system is at risk.
<i>Platform Provisioning</i>		
Standard Platform Provisioning	Provisioned in no more than 30 calendar days from the date of the work request for such provisioning.	Standard configuration is up to 10,000 active employees.
<i>Network Provisioning</i>		
Internet Connection (Enterprise HR and Self Service Portal, Enterprise eTIME Without Timeclocks, and TimeSaver)	Connection available as soon as System becomes available, or 7 calendar days from the date of the work request for such connection	Demarcation Point: Internet facing interface of ADP Hosting Services Internet edge router infrastructure.
ADP Managed VPN Network to Network Connection (Enterprise HR)	Connection available in 21 calendar days from the date of the work request for such connection.	Demarcation Point: County facing Ethernet interface of Hosting Center County premise VPN router.
ADP Managed Frame Relay Connection (Enterprise HR)	Connection available in 65 calendar days from the date of the work request for such connection.	Demarcation Point: County facing Ethernet interface of Hosting Center County premise router.

Appendix 3
Benefits Administration Service Level Metrics

Table 1: Health and Welfare Benefits Administration

<i>Service</i>	<i>Description</i>	<i>Measure</i>
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.	99.5% of carrier enrollment eligibility data transmissions sent by mutually agreed upon time frame.
HR Indicative Interface	Ongoing Accurate Data provided to ADP by the County will be loaded into ADP's system within one Business Day of the agreed upon processing schedule. ADP will provide an error report to the County by close of the second Business Day. 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 when time frames are mutually agreed upon between the County and ADP.	95% of data transmissions will occur according to the pre-defined schedule
Payroll Interface	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.	98.5% of data transmissions will occur according to the pre-defined schedule.

Table 2: Employee Self Service

<i>Service</i>	<i>Description</i>	<i>Measure</i>
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.

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

<i>Service</i>	<i>Description</i>	<i>Measure</i>
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.
Speed of Answer	CSRs will answer calls within 30 seconds or less. The measurement will occur from the time the call passes through ADP's call center phone system to the time a CSR answers the call. CSRs. This metric applies to handling participant calls for COBRA Services and is not tracked on a County-specific basis.	≤ 30 seconds. 80% or greater in 30 seconds or less.
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 ≤ 5.0%.

Appendix 4
 COBRA Service Level Metrics

<i>Service</i>	<i>Description</i>	<i>Measure</i>
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.
Qualifying Events Reporting	Error reporting of a County file will be returned to the County within 5 Business Days from the date of processing. The data file must be received by 10:00 a.m. ET to be considered a full Business Day.	Error reporting of a file returned to the County within 5 Business Days from the date of processing.
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.
Enrollment Reporting	The monthly metrics report shows cumulative number of days over the mutually agreed to due date for the month and quarter to date. ADP will maintain a log of the date the data processing is completed and the date when all reports are sent, with any notes that apply.	Enrollment reports transferred or mailed during the quarter are cumulatively not more than 2 Business Days late.
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.
Speed of Answer	CSRs will answer calls within 30 seconds or less. The measurement will occur from the time the call passes through ADP's call center phone system to the time a CSR answers the call. CSRs. This metric applies to handling participant calls for COBRA Services and is not tracked on a County specific basis.	≤ 30 seconds. 80% or greater in 30 seconds or less.
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 ≤ 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

<i>Service</i>	<i>Description</i>	<i>Frequency</i>	<i>Measure</i>
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 1hour divided by total number of P2 calls received during the month
Case Response Time (P3) Okay per DF-Peggy Bradley	The time required to respond to a Priority 3 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 P3 County Case processed	Case Response Time: 1 Business Day—90% of the time Case Response Time will be computed as follows: The number of P3 calls responded to within 1 business day divided by total number of P3 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.

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

<i>Service Level Metric</i>	<i>Standard Allocation Of Fees at Risk TOTAL FEES AT RISK WILL BE CAPPED AT 10%.</i>
1. Payroll Transaction Timeliness	10% of the Monthly Fee for Payroll Services
2. Payment Accuracy and Timeliness	5% of the Monthly Fee for Payroll Services
3. Average Case Response Time (P1)	1% of the Monthly Fee for Payroll Services
4. Average Case Response Time (P2)	1% of the Monthly Fee for Payroll Services
5. System Availability	1% 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	2% of the Quarterly Fee for Health and Welfare Services
3. Carrier Enrollment Reporting	3% of the Quarterly Fee for Health and Welfare Services
4. HR Indicative Interface	1% of the Quarterly Fee for Health and Welfare Services
5. Payroll Interface	3% of the Quarterly Fee for Health and Welfare Services

Solution Center	
6. Average Speed of Answer	5% of the Quarterly Fee for Solution Center Services [§]
7. Abandonment Rate	2% of the Quarterly Fee for Solution Center Services [§]
8. Customer Service Representative Monitoring Score	3% of the Quarterly Fee for Solution Center Services [§]
Employee Self Service	

9. Web System Availability	10% of the Quarterly Fee for Employee Self Service*
Flexible Spending Account (FSA) Services	
10. First Call Resolution	2% of Quarterly Fees for Ongoing FSA Services
11. Response to Escalated Cases	2% of Quarterly Fees for Ongoing FSA Services

Table3 — COBRA Services

<i>Service Level Metric</i>	<i>Standard Allocation of Fees at Risk</i>
1. Qualifying Event Processing	2% of the Quarterly Fee for COBRA Services
2. Qualifying Event Reporting	1% of the Quarterly Fee for COBRA Services
3. Monthly Premium Distribution	2% of the Quarterly Fee for COBRA Services
4. Enrollment Reporting	1% of the Quarterly Fee for COBRA Services
5. Timely Mailing of COBRA Packages	3% of the Quarterly Fee for COBRA Services
6. Average Speed of Answer	1% of the Quarterly Fee for COBRA Services
7. Abandonment Rate	1% of the Quarterly Fee for COBRA Services
8. First Call Resolution	1% of the Quarterly Fee for COBRA Services
9. Response to Escalated Cases	1% 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)	2% of the Monthly Fee for TLM Services
2. Average Case Response Time (P2)	3% of the Monthly Fee for TLM Services
3. System Availability	4% of the Monthly Fee for TLM Services

Note: For Hosted TLM clients only.

**07087 Exhibit B-10
Service Level Agreement**

EXHIBIT B-11

~~07087 EXHIBIT B-12~~
~~FINAL BUSINESS ANALYSIS/FIT GAP PLAN DUE 60 DAYS AFTER~~
~~CONTRACT APPROVAL~~

1.0 ~~Business Analysis Guidelines~~

1.1 ~~Preparation~~

~~The following materials should be reviewed to determine the modeling sessions to be set up and conducted. These documents will give information about the client and what they are hoping to implement:~~

- ~~• Client Questionnaire~~
- ~~• Request for Proposal (RFP)~~
- ~~• Proposal~~

~~To the extent possible, acquire the following materials from the client once engaged (the following list is not exhaustive but represents the most commonly requested data):~~

- ~~• High level company organization chart~~
- ~~• Project Organization Chart~~
- ~~• Company information — FEIN, locations, size of employee population, pay frequency, unions, etc.~~
- ~~• List of departments for each company/division~~
- ~~• Copy of Previous Year EEO 1 Filing~~
- ~~• Benefits Summary Plan Descriptions (SPD)~~
- ~~• List of Benefit providers~~
- ~~• Vacation and paid time off plans~~
- ~~• New Hire Packet~~
- ~~• List of Earnings and Deductions, their calculation & taxability~~
- ~~• Sample Forms w/sample data if possible — for all HR, Payroll & Benefit processes, i.e. new hire, termination, pay rate change, pay vouchers, direct deposit, benefit election, open enrollment materials, etc.~~
- ~~• General ledger Account Structure Description (As necessary)~~
- ~~• Company policy or operating procedures manuals for all functional areas~~
- ~~• Employee handbook(s)~~
- ~~• Business process documentation, workflows or manuals~~
- ~~• Technical legacy system documentation for use during conversion analysis~~

- ~~• Interfaces — inbound & outbound for both external vendors & internal systems; provide the following: Vendors' Name, Who is receiving the data — vendor (outbound interface) or Enterprise HRMS (inbound interface), How often is the data exchanged? Weekly, Biweekly, Monthly, Quarterly, after each payroll run? What is the layout of the file? Obtain a file layout specification and sample of data file sent/received. Describe the employee population that is in the file? How is the data sent? Electronically (FTP-File Transfer Protocol), email, tape, diskette? Ideal medium is FTP. Who will execute the interface? Client or ADP? Who will retrieve the output? Vendor, Client or ADP? If the medium is FTP, ADP will want to retrieve or send the file. Are there any output reports? If yes, obtain a sample copy.~~

- ~~• Reports — after the review of standard reports, for any reporting requirements not met, the client should provide a sample of each report, identifying the selection criteria and how the extracted data is sorted as well as the purpose, business impact if no longer generated, page breaks, frequency of generation, who runs the report and who gets the report and how is it delivered, i.e. harcopy, email, etc.~~

~~For the onsite meetings, the client should bring any additional documents that they feel would be helpful to discuss their area of responsibility or expertise.~~

1.2 Schedule

Week #	Task(s)
Preplanning (~3 weeks)	<ul style="list-style-type: none"> • Identify ADP & Client Subject Matter Experts for analysis; • Create DEMO and MODEL databases; • Verify commitment of resources, workspace & systems; • Collect documentation for analysis sessions.
1	<ul style="list-style-type: none"> • Review analysis process & procedures; • Review client documentation; • Determine session schedule; • Review schedule with client and distribute final version to participants; • Create base project plan.
2	<ul style="list-style-type: none"> • Conduct scheduled sessions for required system tables; • Document notes & issues from each session and distribute for review; • Populate system tables; • Document variances, their potential solutions, any assumptions, constraints or risks for Business Requirement Document.
3	<ul style="list-style-type: none"> • Conduct scheduled sessions for joint business functions, i.e. new hire, etc.; • Document notes & issues from each session and distribute for review; • Update system tables; • Document variances, their potential solutions, any assumptions, constraints or risks for Business Requirement Document.
4-6	<ul style="list-style-type: none"> • Conduct scheduled sessions for optional system tables, specific functional events; • Conduct data mapping sessions for employee level data; • Document notes & issues from each session and distribute for review; • Continue to update system tables as required; • Document variances, their potential solutions, any assumptions, constraints or risks for Business Requirement Document. • Create & update Conversion Strategy document (high level).
7	<ul style="list-style-type: none"> • Obtain estimates for any system customizations, interfaces, and custom reports; • Obtain conversion estimate; • Finalize Business Requirement Document and Conversion Strategy document.
8	<ul style="list-style-type: none"> • Present Business Analysis results for client review & approval; • Update Project Plan.

Once the team understands the scope of the implementation, the functional team members and the Project Manager will meet to decide:

- What sessions are needed (foundation tables, required & optional and business events); scope of tables and processes must be reviewed with the client.
- Order of sessions (common foundation tables, common business events, specific functional processes)
- Client SME participation and availability—When scheduling modeling sessions, the client must be made aware of the time commitment required as it is important that they are focused and not be interrupted by day to day operations. The time requirements for the Client’s SMEs and other Client resources are outlined in the Statement of Work (Exhibit B). Further requirements regarding the actual sessions are as follows:
 1. The Maricopa SMEs must be available for at least 6 hours each day during modeling sessions.
 2. Multiple sessions will be scheduled for each day, Monday through Thursday.
 3. Each session could run a minimum of 2 hours. For longer sessions, 5–10 minute breaks should be scheduled every 1.5–2 hours.
- Detailed Session schedule—this will be reviewed with and approved by the client.

~~07087 EXHIBIT B-13~~

EXHIBIT B-14

Client desires to receive and ADP agrees to provide the following Services to Client in addition to those already provided under the Agreement.

1. **Definitions.** Unless a capitalized term used herein is defined herein, it shall have the same meaning ascribed that term in the Agreement.
 - 1.1. **"Covered Services"** has the meaning set forth in Section 3.1.
 - 1.2. **"FUI Feature"** has the meaning set forth in Section 3.2.1.
 - 1.3. **"Identity Credentials"** has the meaning set forth in Section 3.1.
 - 1.4. **"Participants"** has the meaning set forth in Section 3.1.
 - 1.5. **"SAML"** has the meaning set forth in Section 3.2.3.
 - 1.6. **"SOAP"** has the meaning set forth in Section 3.2.3.
2. **Service Summary.**
 - 2.1. **Federated Single Sign On.** Provide federated single sign-on access from client's portal to ADP application(s).
3. **Additional Terms.** The following additional terms and conditions apply to the Federated Single Sign On Services:
 - 3.1. **Services Covered by Federated Single Sign-On.** ADP will provide Client with federated single sign on capabilities that will allow Client to internally control the identity management and procedures with respect to end user provisioning/de-provisioning, authenticating, authorizing and enabling its designated employees ("**Participants**") to access the following Services (the "**Covered Services**") without utilizing ADP's identity management system and procedures: ADP Portal. ADP will be entitled to rely upon and to accept as authentic the credentials (as more fully described below, the "**Identifying Credentials**") of each Participant and then provide access to the Covered Services commensurate with the access level assigned to the Identifying Credentials by the Client.
 - 3.2. **Authentication/Authorization.**

- 3.2.1. The federated user identity (the "FUI Feature") will be for (i) the sole purpose of creating and providing to Participants a login for accessing the intended Covered Services, and (ii) Participants' use of same will comply with all applicable laws.
- 3.2.2. Client will be responsible for the establishment, implementation and oversight of the rules, requirements and procedures relating to the provisioning, de-provisioning, distribution, selection, use and safeguarding of the Identifying Credentials (such as the user id and passwords) and for the verification of the identity of each Participant and its respective level of access authorization for each Covered Service. Client will be responsible for the determination of the adequacy of any and all particular security procedures and policies to be utilized with respect to the FUI Feature, including any specifics contained herein, and that ADP shall not have any responsibility to authenticate Participants or otherwise verify their identity or authorized access levels (but ADP shall nonetheless retain the right to reject assertions as provided in Section 3.2.3. ADP is therefore relying on the Client to utilize at least 'standard industry practices' in regards to password policies, user provisioning and de-provisioning, and the creation of persistent, unique and static user id's. Client will use the FUI Feature in accordance with the reasonable instructions and reasonable policies established by ADP from time to time and communicated to and agreed to by Client.
- 3.2.3. The FUI Feature shall solely utilize "Security Assertion Mark-up Language" ("SAML") and the processes required thereby or any other method mutually agreed by the parties in writing. As of the date of this Agreement, detailed information applicable to SAML and its use is located at the following internet site: <http://saml.xml.org>. Client is responsible for procuring at its expense all hardware and software necessary to utilize the FUI Feature. The protocol applicable to digital assertions under the FUI Feature is limited to Simple Object Access Protocol ("SOAP"), except that for Services provided outside of the United States, the protocol is limited to HTTP Post. The assertion exchange between Client and ADP will be performed through the use of mutual SSL or other similar industry acceptable standards for internet based communication encryption. ADP also reserves the right to further the security of the assertions through the use of such technologies that support digital signing. Client shall digitally sign the assertion being provided to ADP. This signing is in support of a trusted and non-repudiation arrangement. Set forth below is the information to be collected, transmitted and validated as part of the

assertion messages under the FUI Feature. ADP reserves the right to reject any such assertions based upon the contents of such assertion or upon any applicable ADP policies or access controls. Client agrees that it will utilize the above security methods for the secure transport to the identity consumer. The following sets forth the information to be collected, transmitted and validated as part of the assertion messages under the FUI Feature:

Information collected as part of the assertion message for all Covered Services hereunder:

- Client/Company
- User code (employee ID)
- Service Feature (target application)

SAML Attribute Name	Description	Format	Type	Notes
PersonImmutableID	Immutable employee identification key provided by the client	X(16)	String	<p>This must be between 4 and 16 alphanumeric characters.</p> <p>This must be immutable and must never be changed or reused.</p> <p>Required on all SAML assertions sent to ADP.</p>

adpOrgOID	Immutable client identification generated by ADP	X(16)	String	This is required only if a third party company implements your federation with ADP.
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Additional Requirements:

A person or person(s) at Client and at ADP will be designated by position and/or title to be the emergency contact that will be responsible for dealing with any security incidents that may arise.
ADP Client shall ensure timely notification and regular updates to ADP emergency contact in the event of a security incident that could impact ADP.
Client's identity provider system must be configured so that only those users that are eligible for ADP's Services will be eligible for federation to ADP's systems. Identities being asserted to the ADP's systems must be limited to that group.

3.2.4. Based upon the targeted Covered Services, those employees of Client who are administrators in connection with the receipt of Covered Services (or positions of similar purpose or intent) will continue to register to ADP's identity management system since they will have to be provided with ADP credentials due to the use of digital certificates and strong user authentication in order to perform the required higher risk administrative functions built within the Covered Services.

3.3. Implementation.

3.3.1. ADP and Client will, at their own respective cost and expense, work with each other in order to coordinate the testing and implementation of the FUI Feature, including: (i) agreeing (to the extent not already agreed to herein) to the standard format for sharing authentication information between the Parties' systems; (ii) any necessary Client programming to meet the requirements of the FUI Feature; (iii) implementation of any required idle

timeout, account linking, session management, and global logout techniques; (iv) joint testing of the solution; and (v) scheduling and coordinating the implementation of such solution.

- 3.3.2. ADP and Client will, at their own respective cost and expense, coordinate efforts to implement an end user support process which will act on behalf of the Participants in order to investigate and answer any inquiries which may result from, relate to or be affected by the implementation or utilization of the FUI Feature.
 - 3.3.3. Client will provide reasonable cooperation to assist with any additional network security features reasonably determined by ADP to be necessary to enhance the Internet facing FUI Feature.
 - 3.3.4. Client agrees to immediately notify ADP of any security breach of the Client's internal system which provisions and/or stores the Participants with credentials to access the Covered Services through the FUI Feature. Client agrees to share any appropriate logs required for ADP to complete any necessary forensics in the event of a security incident. It is therefore expected that any logs would be available for at least six months. The notification referred to above may lead to the joint decision to cease all Participants' access (either directly or indirectly) to the Covered Services until the security issues are resolved to both parties mutual agreement. Client will also be willing to assist in any security breaches and or emergencies requested by ADP.
- 3.4. **Transition.** In the event of termination of the FUI Feature for cause by ADP, ADP will use reasonable efforts, in cooperation with Client, to convert the provision of the then continuing Covered Services to ADP's standard security authentication systems, but ADP will not be responsible for any consequences or damages to Client resulting from unavailability of the Covered Services to Client or Participants while such reasonable efforts are being made by ADP.

Maricopa County Policies and Procedures	Subject: Policy for Contractor Travel and Per Diem	Number: MM0027 Issue Date: 03/15/07
Approved: Wes Baysinger	Initiating Department: Materials Management	

07087-EXHIBIT C

I Purpose

This policy is established in order to maintain a uniform definition of allowable and allocable costs acceptable to Maricopa County / Special Districts (hereinafter "the County"). It is recognized that there will be times when it is necessary for contractors to travel to the County in order to perform services under a contract. Use of this policy should insure the County does not become liable for unwarranted or excessive travel expense invoices from contractors.

Policy

- A. All contract-related travel shall be prior-approved by the County.
- B. Travel, lodging, and per diem expenses incurred in performance of County contracts shall be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Phoenix, Arizona. Contractors must access the following internet site to determine rates:

http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BASIC
- C. Commercial air travel shall be scheduled at the lowest available and/or most direct flight airfare rate at the time of any approved contract-related travel. A fare other than the lowest rate may be used only when seats are not available at the lowest fare or air travel at a higher rate will result in an overall cost savings to the County. Business class airfare is allowed only when there is no lower fare available to meet County needs.
- D. Rental vehicles may only be used if such use would result in an overall reduction in the total cost of the trip, not for the personal convenience of the traveler.
 - 1. Purchase of comprehensive and collision liability insurance shall be at the expense of the contractor. The County will not reimburse the contractor if the contractor chooses to purchase these coverages.
 - 2. Rental vehicles are restricted to sub-compact, compact, or mid-size sedans unless a larger vehicle is necessary for cost efficiency due to the number of travelers. (NOTE: contractors shall obtain written approval from the County prior to rental of a larger vehicle.)
 - 3. The County will reimburse the contractor for parking expenses if free, public parking is not available within a reasonable distance of the place of County business.
 - 4. The County will reimburse for the lowest rate, long-term uncovered (e.g. covered or enclosed parking will not be reimbursed) airport parking only if it is less expensive than shuttle service to and from the airport.
- E. The contractor is responsible for any other miscellaneous personal expenses, as they are included in the contractor's lodging and per diem expenses.
- F. The County will reimburse any allowable and allocable business expense, excluding health club fees and business class air fares, except as indicated in paragraph "C" above.
- G. Travel and per diem expenses shall be capped at 15 % of project price unless otherwise specified in individual contracts.



C-13-15-011-7-01

FOURTH AMENDMENT
Client: Maricopa County

FOURTH AMENDMENT
TO
MASTER SERVICES AGREEMENT
BETWEEN
ADP, LLC
AND
MARICOPA COUNTY

This Fourth Amendment (the "Fourth Amendment"), made as of July 1, 2016 ("Fourth Amendment Effective Date") between ADP, LLC ("ADP"), and Maricopa County ("Client") contains changes, modifications, revisions and additions to the terms and conditions of the Master Services Agreement dated November 30, 2007, as amended (collectively, 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. **Additional Services.** As of the Fourth Amendment Effective Date, in addition to the Services provided by ADP under the Agreement, ADP will provide Client and Client will receive from ADP the Federated Single Sign On Services in accordance with the terms and conditions set forth in Exhibit B-14 attached hereto and made a part hereof by reference.
2. **Section 1.1.** Section 1.1 of the Agreement is hereby amended by deleting the section in its entirety and replacing it with the following:

"1.1 This Contract is for a term commencing on the Fourth Amendment Effective Date and ending on the tenth (10th) anniversary of the Fourth Amendment Effective Date."
3. **Exhibit A-1, Pricing Appendix.** The Agreement is hereby amended by adding Exhibit A-1, Pricing Appendix, attached hereto and incorporated herein by reference. For the purposes of the Services provided under this Fourth Amendment only, any references to "Exhibit A" in the Agreement, shall be deemed to refer to "Exhibit A-1, Pricing Appendix."
4. **Exhibits B, B-1, B-6, B-11, B-12, and B-13.** Exhibits B, B-1, B-6, B-11, B-12, and B-13 to the Agreement are hereby deleted. Each such exhibit is deleted in its entirety.
5. **Section 4.1.** Section 4.1 of the Agreement is hereby amended by deleting the section in its entirety and replacing it with the following:

"4.1. The Contractor shall perform all duties stated in Exhibit B-2 (Enterprise Services, B-3 (Time and Labor Management Services), B-4 (Payroll services), B-

1922222-02-W-26

[***AMD1883488-004 *2 *492101077130464650044742268112145696820054722785*W*26**]



5 (Benefits Administration Services), B-7 (Tax Filing Services), B-8 (TOTALPAY Services), B-9 (COBRA Services), and B-10 (Service Level Agreement)."

- 6. **Section 13.0.** Section 13 of the Agreement is hereby amended by adding a new subsection, in numerical order, as follows:

"13.2. If ADP makes a change or revision to a software application that causes the application or business process not to perform as previously configured, subject to Section 6.3 of the Agreement, the hourly cost to the County to have the problem corrected using County resources may be billed back to ADP based upon the total number of hours used, multiplied by \$100.00 per hour, provided that prior to correction of the problem and commencement of any work, (i) the County works with ADP on the scope, impact, and resolution to correct the issue, and (ii) the parties mutually agree in writing on the expense to be billed to ADP, including documentation of the number of hours to be worked."

- 7. **Exhibit B-10, Service Level Agreement, Appendix 1.** Appendix 1 of Exhibit B-10 is hereby deleted in its entirety and replaced with Exhibit B-10, Appendix 1 attached hereto and incorporated herein.

- 8. **Exhibit B-2, Enterprise Services, Section 5.** Exhibit B-2 is hereby amended by adding a new Section 5 as follows:

5.0 Platform Sunset. If during the term of the Agreement, ADP elects to sunset a platform through which ADP provides a Service to the County, ADP will i) timely provide County with notice of the sunset of the platform and ii) work with the County in a mutually agreeable way to define a schedule for migrating the County to a replacement platform. ADP will not sunset a platform until the County is fully migrated to the new solution.

5.1 Platform Upgrade. As available, and at Client request, ADP will provide one Enterprise Platform upgrade at no additional cost during the ten-year period following the Fourth Amendment Effective Date. Client will pay for any hardware or communication charges resulting from any upgrades.

- 9. **Exhibit B-3, Time and Labor Management Services, Section 7.** Exhibit B-3 is hereby amended by adding a new Section 7 as follows:

7.0 Version Upgrade. As available, and at Client request, ADP will install two major version upgrades at no additional cost during the ten-year period following the Fourth Amendment Effective Date. Client will pay for any hardware or communication charges resulting from any upgrades.

- 10. **Exhibit B-5, Benefits Administration Services, Section 1.3.** Section 1.3 of Exhibit B-5 is hereby amended by adding the following to the end of the section:

"As available, and at Client request, ADP will provide one benefits conversion and one benefits platform upgrade at no additional cost during the ten-year period following the Fourth Amendment Effective

1922222-02-W-26

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FOURTH AMENDMENT
Client: Maricopa County

Date. Client will pay for any hardware or communication charges resulting from any conversion or upgrade."

This Fourth 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 Fourth 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 Fourth Amendment and the terms and conditions of the Agreement, this Fourth Amendment shall prevail. The terms defined in the Agreement and used in this Fourth Amendment shall have the same respective meanings as set forth in the Agreement, unless clearly otherwise defined in this Fourth Amendment.

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

ADP, LLC

MARICOPA COUNTY

By: *Gerard E. Leonard*
Name: **Gerard E. Leonard**
President, Benefits Services
Title: _____
Date: 05-06-2016

By: *Clint Hickman*
Name: **CLINT HICKMAN**
Title: **CHAIRMAN BOARD OF SUPERVISORS**
Date: MAY 18 2016



ATTEST:
Christine Copeland MAY 18 2016
DEPUTY Clerk of the Board

1922222-02-W-26

[***AMD1883488-004 *2 *492101077130464650044742268112145696820054722785*W*26**]



FIFTH AMENDMENT
TO
MASTER SERVICES AGREEMENT
BETWEEN
ADP, LLC
AND
MARICOPA COUNTY

This Fifth Amendment (the "Fifth Amendment"), made as of July 1, 2016 ("Fifth Amendment Effective Date") between ADP, LLC ("ADP"), and Maricopa County ("Client") contains changes, modifications, revisions and additions to the terms and conditions of the Master Services Agreement dated November 30, 2007, as amended (collectively, 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. **Exhibit A-1 Pricing Appendix, Section 5.2.** As of the Fifth Amendment Effective Date, Section 5.2 of Exhibit A-1 Pricing Appendix is hereby amended by deleting in the Ongoing Services Fee table under 'Consumer & Health Spending Accounts' the 'Monthly Participants' Rate of "\$3.09" and replacing it with "\$1.85":

2. **Effect of Fifth Amendment.** This Fifth 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 Fifth 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 Fifth Amendment and the terms and conditions of the Agreement, this Fifth Amendment shall prevail. The terms defined in the Agreement and used in this Fifth Amendment shall have the same respective meanings as set forth in the Agreement, unless clearly otherwise defined in this Fifth Amendment.

[signatures on next page]

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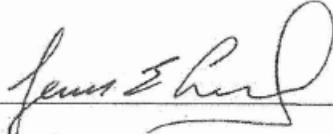


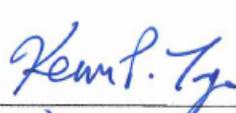
FIFTH AMENDMENT
Client: Maricopa County

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

ADP, LLC

MARICOPA COUNTY

By: 
Name: Gerard E. Leonard
Title: President, Benefits Services
Date: 08.24.2016

By: 
Name: KEVIN P. TYNCE
Title: CHIEF PROCUREMENT officer
Date: 9/9/16

APPROVED AS TO FORM
APPROVAL
SMB

1972639-02-W-3

[***AMD1883488-005 *2 *688816756275313505571747388663789918771808448945*W*3***]

AUTOMATIC DATA PROCESSING INC DBA: ADP LLC, PO BOX 842, BOSTON MA 02284-2875
.INC. ONE ADP BOULEVARD, ROSELAND, NJ 07068-1728

PRICING SHEET: NIGP CODE, 96162

Terms: NET 30

Vendor Number: ~~W000011035 X~~ **VC0000001486**

Telephone Number: 562/4032768

Fax Number: 562/924-4529

Contact Person: ~~Peggy Bradley~~ **Laura Dickerson, Director**

E-mail Address: ~~peggy_bradley@adp.com~~ laura.dickerson@adp.com

Certificates of Insurance Required

Contract Period: To cover the period ending ~~July 01 June 23, 2016~~ **June 30, 2026.**