



## MASTER AGREEMENT

AGREEMENT NUMBER <b>MA-202201</b>
TAXPAYER IDENTIFICATION NUMBER <b>13-3036745</b>

1. In this Master Agreement (“Agreement”), the term “Contractor” refers to **ADP, Inc.**, and the term “Establishing Judicial Branch Entity” or “Establishing JBE” refers to the **Judicial Council of California**. This Agreement is entered into between Contractor and the Establishing JBE for the benefit of the Participating Entities identified in Exhibit 10 (Definitions). The Establishing JBE and the Participating Entities are collectively referred to as “Judicial Branch Entities” or “JBEs” and individually as “JBE”.

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2. The initial term of this Agreement is effective as of **June 28, 2022** (“Effective Date”) and expires on **June 27, 2027** (“Expiration Date”).  
 This Agreement includes three 1-year options to extend through **June 28, 2030**, upon written agreement by the parties.

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3. The title of this Agreement is: **Master Agreement: Payroll Services**  
*The title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of this Agreement.*

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4. The parties agree that this Agreement, made up of this coversheet, the Exhibits listed below, and any attachments, contains the parties’ entire understanding related to the subject matter of this Agreement, and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties.

Exhibit 1 – Background and Purpose Exhibit 2 – Description of Services Exhibit 3 – Acceptance and Sign-Off Form Exhibit 4 – Business, Functional, and Technical Requirements Exhibit 5 – Implementation and Deployment Requirements Exhibit 6 – Service Terms and Conditions Exhibit 7 – Fees, Pricing and Payment Terms Exhibit 8 – Cost Sheet	Exhibit 9 – General Terms and Conditions Exhibit 10 – Definitions Attachment 1 – Trial Court Employee Count Attachment 2 – Participating Addendum Attachment 3 – Unruh and FEHA Certification Attachment 4 – Iran Contracting Act Certification Attachment 5 – Darfur Contracting Act Certification
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ESTABLISHING JBE’S SIGNATURE	CONTRACTOR’S SIGNATURE
<b>Judicial Council of California</b>	<b>ADP, Inc.</b>
BY (Authorized Signature) <i>Tracy Matthews</i>	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Tracy Matthews, Supervisor, Contracts</b>	PRINTED NAME AND TITLE OF PERSON SIGNING <b>Tara Albritton, SVP, HCM Services</b>
DATE EXECUTED <b>6/28/2022</b>	DATE EXECUTED <b>6/28/22</b>
ADDRESS <b>2850 Gateway Oaks Dive, Suite 300            Sacramento, Ca, 95833-3509</b>	ADDRESS <b>5800 Windward Parkway            Alpharetta, Ga, 30005</b>



**EXHIBIT 1**  
**BACKGROUND AND PURPOSE**

**1. Background, Purpose, and Ordering.**

- 1.1** This Agreement sets forth the terms and conditions that apply to Contractor's provision of Work to the JBEs. This Agreement does not obligate a JBE to place any orders for Work under this Agreement and does not guarantee Contractor a specific volume of Work. For the purposes of this Agreement, "Work" or "Services" shall mean the ADP services described in Exhibit 4 and Exhibit 6 attached hereto.
- 1.2** Each JBE shall have the right to place orders under this Agreement for any of the Work. A JBE may place orders for Work by entering into a Participating Addendum with Contractor in the form attached as Attachment 2 (Participating Addendum). Pricing for Work shall be in accordance with the prices set forth in this Agreement. After a Participating Addendum has been presented to the Contractor by a JBE, the Contractor shall acknowledge, sign, and perform under the Participating Addendum in a timely manner. Contractor shall provide the Work for each JBE in accordance with the terms of this Agreement and the applicable Participating Addendum.
- 1.3** Each Participating Addendum constitutes and shall be construed as a separate, independent contract between Contractor and the JBE signing such Participating Addendum, subject to the following: (i) each Participating Addendum shall be governed by this Agreement, and the terms in this Agreement are hereby incorporated into each Participating Addendum; (ii) the Participating Addendum may not alter or conflict with the terms of this Agreement, or exceed the scope of the Work provided for in this Agreement; and (iii) the term of the Participating Addendum may not extend beyond the expiration date of the Agreement. The Participating Addendum and this Agreement shall take precedence over any terms and conditions included on Contractor's invoice or similar document. Contractor shall notify the Establishing JBE within five (5) business days of receipt of a Participating Addendum from a Participating Entity. The Contractor shall promptly provide the Establishing JBE with a fully signed copy of: (i) each Participating Addendum between the Contractor and a Participating Entity; and (ii) any Amendment to such Participating Addendum.
- 1.4** Any term in a Participating Addendum that conflicts with or alters any term of this Agreement or exceeds the scope of the Work provided for in this Agreement, will not be deemed part of the contract between Contractor and JBE. Fees and pricing in any Participating Addendum may not exceed the fees and pricing set forth in this Agreement for the applicable Work.
- 1.5** The JBE signing the Participating Addendum shall be solely responsible for: (i) the acceptance of and payment for the Work under such Participating Addendum; and (ii) its obligations and any breach of its obligations. Any breach of obligations by a JBE shall not be deemed a breach by any other JBE. Under no circumstances shall a JBE have any liability or obligation except pursuant to a Participating Addendum signed by such JBE, nor shall any breach by a JBE under a Participating Addendum give rise to a breach under

any other Participating Addendum or be deemed grounds for termination of this Agreement by Contractor. The Establishing JBE shall have no liability or responsibility of any type related to: (i) any other JBE's use of or procurement through this Agreement (including any Participating Addendum), or (ii) such JBE's business relationship with Contractor. The Establishing JBE makes no guarantees, representations, or warranties to any Participating Entity.

- 1.6** This Agreement is a nonexclusive agreement. Each JBE reserves the right to provide, or have others provide the Work. Contractor shall reasonably cooperate with any third parties retained by a JBE to provide the Work.

***END OF EXHIBIT 1***

**EXHIBIT 2**  
**DESCRIPTION OF SERVICES**

**1. Requirements.**

The Contractor is expected to have the ability to perform the Services pursuant to the Business, Functional, and Technical Requirements set forth in Exhibit 4.

**2. Work Locations.**

JBEs are in all 58 California counties.

**3. Acceptance Criteria.**

**3.1** All Work and Deliverables provided by Contractor under this Agreement are subject to written acknowledgement and acceptance by the JBE's Project Manager.

**3.2** The JBE's Project Manager shall use the Acceptance and Sign-off Form, in the form provided on Exhibit 3 (Acceptance and Sign-Off Form) to notify the Contractor of acceptance or non-acceptance.

**3.3** If the Work is not acceptable, the JBE's Project Manager shall detail its failure to meet the acceptance criteria. Contractor shall have ten business days from receipt of Acceptance and Sign-Off Form to correct the failure(s) to conform to the acceptance criteria. Contractor will re-submit the Work and the Project Manager shall re-apply the acceptance criteria to determine its acceptance or non-acceptance. Thereafter, the parties shall repeat the process set forth in this Section 3.3.1 until Contractor's receipt of the JBE's written acceptance of such corrected Work; provided, however, that if the JBE rejects any Work on at least two (2) occasions, the JBE may terminate that portion of the Participating Addendum at no expense to the JBE.

**3.4** If the JBE rejects any services or Work after payment to Contractor, the JBE may exercise all contractual and other legal remedies available to it.

**4. Changes in Work.**

**4.1** The JBEs reserve the right to require Contractor to make changes in the Work, as set forth in the applicable Participating Addendum, which may include additions, deletions, or modifications to the Work, or changes in the timing or level of effort for the Work.

**4.2** For any change proposed by a JBE or Contractor, Contractor will submit in writing:

- a) a description of the proposed change and the reasons for the change;
- b) a summary of the total proposed compensation to be paid Contractor with a breakdown of Tasks and costs, including any reduction in work or costs resulting from the change; and
- c) a statement of the expected impact on schedule.

**4.3** If the JBE and Contractor agree on a change, the JBE will issue an Amendment documenting the change, for the parties' execution.

**4.4** If the parties cannot agree to the terms of a change, Contractor will proceed diligently with Work unless otherwise directed by the JBE, and any continuing disagreement will follow the process set forth in the provisions entitled "Dispute Resolution." Contractor should not proceed with any change prior to receiving a written directive or Amendment from the JBE. All costs for changes performed by Contractor without the JBE's prior written approval will be at Contractor's sole risk and expense.

**5. Timeline.** Contractor must perform the Services and deliver the Deliverables according to the timeline established by the parties.

**6. Project Managers.** Each PARTICIPATING JBE may designate a project manager. The ESTABLISHING JBE's project manager is: **TBD**. A PARTICIPATING JBE may change its project manager at any time upon notice to Contractor without need for an amendment to this Agreement. Contractor's project manager is: **TBD**. Subject to written approval by the ESTABLISHING JBE, Contractor may change its project manager without need for an amendment to this Agreement.

**7. Services.** The Services will be rendered with promptness and diligence and will be executed in a workmanlike manner, in accordance with the practices and professional standards used in well-managed operations performing services similar to the Services; and (ii) Contractor will perform the Services in the most cost-effective manner consistent with the required level of quality and performance. Each Deliverable and the Services will conform to the requirements of this Agreement and all applicable specifications and documentation.

## **8. Stop Work.**

**8.1** The JBE may, at any time, by delivery of a written Stop Work Order to Contractor, require Contractor to stop any or all of the Work, for ninety days after the Stop Work Order is delivered to Contractor, and for any further period as determined by the JBE.

**8.2** Upon receipt of the Stop Work Order, Contractor will immediately comply with its terms and take all reasonable steps to minimize the costs incurred to the JBE during the applicable Stop Work period. Within ninety days after a Stop Work Order is delivered to Contractor, or within any further extension of that period, the JBE will either cancel the Stop Work Order or terminate the Work, as provided in Section 8 (Termination; Term of Agreement) of Exhibit 9.

**8.3** If a Stop Work Order is cancelled, or the period of the Stop Work Order or any extension thereof expires, Contractor will resume Work. The JBE may make an equitable adjustment in the delivery schedule, the contract price, or both, if (a) the Stop Work Order increases Contractor's costs or the time required for performance; and (b) Contractor asserts its right to an equitable adjustment within thirty days after the end of the applicable Stop Work period.

**8.4** If a Stop Work Order is not canceled and the Work covered by the Stop Work Order is terminated other than for cause, the JBE may allow reasonable costs resulting from the Stop Work Order.

**8.5** The JBE will not be liable to Contractor for loss of profits because of any Stop Work Order.

**9. Acceptance or Rejection.** All Goods, Services, and Deliverables are subject to acceptance by each PARTICIPATING JBE. The PARTICIPATING JBE may reject any Goods, Services or Deliverables that (i) fail to meet applicable requirements or specifications, including acceptance criteria, or (ii) are performed or delivered late (without prior consent by the PARTICIPATING JBE). If the PARTICIPATING JBE rejects any Good, Service, or Deliverable (other than for late performance or delivery), Contractor shall modify such rejected Good, Service, or Deliverable at no expense to the PARTICIPATING JBE to correct the relevant deficiencies and shall redeliver such Good, Service, or Deliverable to the PARTICIPATING JBE within ten (10) business days after the PARTICIPATING JBE's rejection, unless otherwise agreed in writing by the PARTICIPATING JBE. Thereafter, the parties shall repeat the process set forth in this section until the PARTICIPATING JBE accepts such corrected Good, Service, or Deliverable. The PARTICIPATING JBE may terminate the portion of the Participating Addendum that relates to a rejected Good, Service, or Deliverable at no expense to the PARTICIPATING JBE if the PARTICIPATING JBE rejects that Good, Service, or Deliverable (i) for late performance or delivery, or (ii) on at least two (2) occasions for other deficiencies.

**10. Support Services.**

Contractor shall provide support services in accordance with Exhibit 4.

***END OF EXHIBIT 2***

**EXHIBIT 3**  
**ACCEPTANCE AND SIGNOFF FORM**

Description of Services or Deliverables provided by Contractor:

\_\_\_\_\_

**Date submitted to the PARTICIPATING JBE:** \_\_\_\_\_

The Services or Deliverables are:

1) Submitted on time:  yes  no. If no, please note length of delay and reasons.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2) Complete:  yes  no. If no, please identify incomplete aspects of the Services or Deliverables.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3) Technically accurate:  yes  no. If no, please note corrections required.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please note level of satisfaction:

Poor  Fair  Good  Very Good  Excellent

Comments, if any:

\_\_\_\_\_  
\_\_\_\_\_

The Services or Deliverables listed above are accepted.

The Services or Deliverables listed above are rejected.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Name of PARTICIPATING JBE: \_\_\_\_\_

Date: \_\_\_\_\_

***END OF EXHIBIT 3***

**EXHIBIT 4**  
**PAYROLL SOLUTION**  
**BUSINESS, FUNCTIONAL, AND TECHNICAL REQUIREMENTS**

	<b>Business and Functional Requirements include all existing, off the shelf features and functions currently in Contractor's solution.</b> <b>Requirements Level: M = Mandatory or D = Desired.</b> <b>Response: In-Progress requires a comment and estimated delivery date.</b>			
ID	Business and Functional Requirements	Requirement Level*	Response Yes / No / In-Progress	Comments
<b>P-000</b>	<b>PRODUCT</b>			
P-001	Ability to provide payroll processing services to public agencies with employee populations ranging from five to 5000 some with unions membership using comparable calculations including all federal and state taxes and reporting requirements.	M	Yes	



<p>P-002</p>	<p><b>Provide</b> an overview of the Payroll Solution. Include in the response the following:  Product is developed in-house or purchased;  Product is hosted, or cloud based;  Identify modules that integrate with the payroll solution;  Solution enforces segregation of duties;  Historical information maintained;  Record retention time frame;  How data is transferred to a client in the event of a termination of service.</p>	<p>M</p>	<p>Yes</p>	<p>ADP’s payroll solution brings together your mission-critical functions in a single web-based system that eliminates redundant tasks, reduces the potential for errors and makes it easy for managers and employees to accomplish tasks efficiently. JCC can manage your entire payroll process — from customizing pay grids and reports to accessing key payroll functions — with a flexible online system that is easy to learn and accessible from anywhere. Capabilities and features include:</p> <ul style="list-style-type: none"> <li>• Flexible setup options for all companies/divisions, pay groups, earnings, deductions, tax entities and related authorities.</li> <li>• Unlimited deductions, direct deposits and accumulators for each employee.</li> <li>• Printing, sorting, signing, stuffing, sealing and delivering checks.</li> <li>• Integration with workforce management systems and built-in time entry functions.</li> <li>• Tax and regulatory reporting, as well as services to deposit taxes and file quarterly reports.</li> <li>• Year-end processing.</li> <li>• New-hire reporting.</li> <li>• Powerful processes to manage scheduled and off-cycle payrolls.</li> <li>• Gross-to-net payroll preview capabilities.</li> <li>• Standard payroll reports via hard copy, online and/or CD-ROM.</li> <li>• Lien and garnishment calculations.</li> <li>• Online checks, manual checks, reversals and adjustments.</li> <li>• Retroactive pay capabilities.</li> <li>• Mass-change processes.</li> <li>• Deduction arrears processing.</li> <li>• Automatic check reversal with associated labor distribution information.</li> <li>• Cumulative, annualized and supplemental taxation methods.</li> <li>• General ledger processing.</li> <li>• Electronic self-service pay statements.</li> <li>• Employee and manager self-service capabilities.</li> <li>• Benefit accruals.</li> <li>• Employment verifications (optional).</li> <li>• Unemployment claims management service (optional).</li> <li>• Work opportunity tax credit screening service (optional).</li> <li>• Strong integration with your HR provider (payroll-only opportunities).</li> </ul> <p>ADP solution offers everything you need in one convenient system, one number to call, one access point for all tools and services and</p>
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				<p>one partner to coordinate it all.</p> <p>ADP’s HCM solution was developed internally by ADP. Our hosted Software as a Service (SaaS) deployment model includes all server-side hardware, operating system and application and database software needed to deliver the solution. Our core HCM modules, including HR management, payroll, benefits, performance management, workforce management, and reporting are built within a single platform and operate off a single database.</p> <p>As part of our SOC 1 compliance, we are required to enforce and demonstrate effective controls to ensure appropriate separation of data, as well as separation of access to data (based on its sensitivity).</p> <p>The system holds 180 weeks of payroll information active as an administrator view in the employee file. After 180 weeks, the information is archived; however, the administrator still has access to retrieve and run reports off the data so long as ADP retains the data. ADP’s solution archives seven years of payroll data online. We also offer clients 24x7 online access to current and historical tax information via our tax and banking portal. On an employee level, a rolling three years of pay and Form W-2 information can be accessed through self-service.</p> <p>Data retention and destruction are governed by ADP policies. Data retention is commensurate with the agreed terms and conditions of the Master Services Agreement. Exceptions to the agreed retention periods are made if required by applicable laws and/or government regulations.</p> <p>Upon termination of this agreement for any reason, ADP will cooperate with JCC to provide an orderly transfer of services and will provide the staff, services and assistance reasonably required for such orderly transfer. Such services will be provided at JCC’s expense at ADP’s standard rates in effect at that time for such services. Such services will not require ADP to disclose any of ADP’s confidential information to JCC or JCC’s successor vendor.</p>
<b>MINIMUM FUNCTIONS AND SERVICES</b>				
<b>PY-000</b>	<b>Payroll</b>			

PY-001	<b>List</b> payroll services.	M	Yes	
PY-002	<b>Outline</b> customer's roles and responsibilities in the payroll process.	M	Yes	
PY-003	Ability to preview and change payroll prior to final processing	M	Yes	
PY-004	Allow for multiple user-defined payroll codes (e.g., earnings, deductions, taxes, etc.)	M	Yes	
PY-005	Support varying pay cycles (e.g., bi-weekly, semi-monthly, monthly, etc.).	M	Yes	
PY-006	Support use of multiple pay calendars?	M	Yes	
PY-007	Solution supports employees with multiple jobs and pay rates.	M	Yes	
PY-008	Ability to calculate various earnings, deductions, and employer contributions (e.g., charitable, retirement, savings plans, health benefits, union dues, etc.).	M	Yes	
PY-009	Ability to remit nontax authority vendor deductions (e.g., benefit providers).	D	Yes	
PY-010	Ability to process mass changes to earnings, deductions, and contribution amounts and rates by bargaining unit or other user-defined criteria.	M	Yes	
PY-011	Solution supports heavily unionized environments with complex collective bargaining agreements that are updated periodically.	M	Yes	A variety of union locals and union codes can be tracked. This coding can be used to support special payroll calculations (such as a specific deduction for union dues), as well as including/excluding earnings types if required. If needed, additional custom fields are also available to JCC for tracking specific union-related items.
PY-012	Ability to accept both on-line and batch input	M	Yes	
PY-013	Calculate Group Term Life Insurance (GTLI) imputed income.	M	Yes	
PY-014	Calculate Third Party Sick Pay.	M	Yes	

<p>PY-015</p>	<p><b>Outline</b> the garnishment process: any limits to the number of active garnishments, tracking of priority, calculating based on federal and state rules, options for reimbursement, etc.</p>	<p>M</p>	<p>Yes</p>	<p>Providing a comprehensive compliance solution for large employers, ADP’s wage garnishment services consist of six major components:</p> <ul style="list-style-type: none"> <li>• Receiving, scanning, indexing and archiving of garnishment orders: <ul style="list-style-type: none"> <li>o Electronic income withholding orders (e-IWO). ADP partners with the Office of Child Support Enforcement (OCSE) and participates in the e-IWO process.</li> <li>o Registered agent integration. ADP has aligned with several external partners to develop interfaces to our SmartCompliance solutions.</li> <li>o Client upload to SmartCompliance portal. JCC can upload orders and immediately receive a reference number.</li> </ul> </li> <li>• Processing orders and producing data entry files for upload to JCC’s payroll system.</li> <li>• Disbursing all payments to the agencies and courts in compliance with required timing and method, reconciliation of payments and reissues.</li> <li>• Producing and filing all required agency correspondence.</li> <li>• Providing call center and secure portal access for associates and authorized individuals.</li> <li>• Offering secure portal access to lien notices, data and reports for JCC’s authorized HR/payroll users.</li> </ul> <p>JCC’s payroll system remains the system of record for wage garnishment calculations and deductions — ensuring you keep full visibility and control regarding employee wage data.</p> <p>We process every type of garnishment order and change order, including child support orders, tax levies, student loan levies, bankruptcy and creditor liens. Our solution also supports processing of “orders to pay.”</p> <p>Unlike services that simply cut checks, ADP manages garnishment orders and disburses funds to the appropriate payees. Our full-service wage garnishment solution includes money movement so ADP can efficiently and effectively make payments to state agencies, jurisdictions, and court-appointed payees on JCC’s behalf — eliminating time-consuming tasks and risks associated with late or missing payments. JCC remains the system of record for wage garnishments. You keep full visibility and control regarding employee wage data. ADP assumes responsibility for receiving and processing orders, making payments and communicating with</p>
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employees, state agencies and custodial parents.

On a federal, state and local level, ADP provides wage garnishment services for more than 1,500 clients, interfaces with more than 100,000 agencies and courts, and remits wage payments to more than 2 million payees. Wherever possible, we use electronic transfer of data and funds to improve security and accuracy of information exchanges. ADP's garnishment solution has been designed to ease our clients' administrative burden without requiring JCCme] to use an ADP payroll solution. ADP provides an efficient, cost-effective alternative to performing wage garnishment tasks internally.

Wage garnishment functionality includes:

Collecting, reviewing and scanning notices. ADP receives new garnishment notices from JCC via integration, client upload, etc. The garnishment is electronically retained for at least the life of the garnishment (but no less than seven years).

ADP reviews and/or inputs more than 40 key areas of information for each new garnishment received. An ADP associate keys the garnishment information and sends it to an internal ADP auditor to validate for accuracy (we audit all input data). If an error is found, the auditor rejects the garnishment data and sends it back to the associate who originally entered it.

Supporting e-IWO. ADP receives new U.S. garnishment notices from JCC. This process applies to all orders except those for child support and participating in the electronic income withholding order process (e-IWO). At this time, 49 states and the District of Columbia transmit orders electronically. South Carolina, Guam and the Virgin Islands are in development.

For child support orders in a state participating in e-IWO, ADP collects three times a day via direct interface with the Office of Child Support Enforcement (OCSE). JCC can also send orders to ADP via a scanned image file, fax or overnight delivery.

Preparing notification letters. ADP can generate the agency-required employee and agency response notifications.

ADP extracts the data required to generate an employee notification letter through a series of data exchanges with your payroll system.

After a new garnishment order is received and set up, the letter is generated and mailed to the employee's home. It indicates the type of garnishment (such as support or student loan), payee amount/percentage, goal amount, case ID and approximate time frame for deductions to begin.

The employee also receives a copy of the order being processed. If the order is a tax levy, ADP also includes the Form 668W.

Sending garnishment processing file to HCM . As the system of record, the HCM solution performs garnishment calculations. ADP identifies the data elements to properly prioritize and calculate deductions (considering the various elements issuing entities use to determine the amount of deduction(s) to be taken). Once the garnishment orders have been reviewed and scanned, we upload them to the HCM payroll system on your behalf. The HCM payroll prioritizes, calculates and sends the disbursement file.

Disbursing garnishment payments. ADP disburses garnishments via check or electronic funds transfer (EFT) according to the order, and we reconcile checks for clients in a timely manner. ADP can also generate the agency-required employee and agency response notifications.

Managing disbursement exceptions. If a payment is returned due to an incorrect address, ADP contacts the agency and updates the system to correct future payments and redirect the payment internally. We also process a new disbursement and send it to the corrected address at no charge to the employee or to JCC.

Refunding payment. ADP manages resolution or refund of payments (payments in error or overpayments). Once the release is received, the payment is deleted. A credit invoice is sent to JCC detailing the payment. The payment information, included in the Refund Report tab on the online SmartCompliance platform, informs JCC the refund is due to the employee.

Providing call center support. Dedicated service center representatives answer telephone calls from employees, custodial parents, agencies, attorneys and disbursement units.

These service center associates are available via a toll-free telephone number from 7:00 a.m. to 7:00 p.m. Central time. ADP responds to

				<p>all calls, and calls received are logged in our contact relationship management (CRM) system for historical and trend analysis. Callers must provide specific information upon request to ensure confidentiality. Each call is handled with sensitivity and confidentiality.</p> <p>In addition, JCC's payroll team will have access to a dedicated account manager during the hours of 8:00 a.m. to 7:00 p.m. Central time, Monday through Friday.</p> <p>Providing access to the online SmartCompliance platform. Your administrative team has real-time visibility to garnishment activity via the SmartCompliance portal. Employees, courts and custodial parents can use the wage garnishment public portal, and employees can view their garnishment activity via self-service.</p>
PY-016	<b>Explain</b> how garnishment issues are handled, including garnishment extension/stop payment and vendor remittance.	M	Yes	Any issue is handled initially by your ADP account manager. He or she is a dedicated contact for JCC for any wage garnishment items. If an issue needs to be escalated, your account manager engages the client service manager and, if necessary, the service vice president.
PY-017	Ability to track and report employee garnishment history.	M	Yes	
PY-018	Ability to process pre- and post-tax deductions.	M	Yes	
PY-019	Solution supports automatic retroactive pay calculations and payments.	M	Yes	
PY-020	Ability to automatically calculate retroactive payments based on effective dated transactions	D	Yes	
PY-021	Process taxable and non-taxable fringe benefit payments, such as, relocation, car and phone allowance.	D	Yes	
PY-022	Process accountable and non-accountable reimbursements, such as, travel and tuition.	D	Yes	
PY-023	Process all tax withholdings.	M	Yes	
PY-024	Process multi-state tax withholdings.	M	Yes	

PY-025	Ability to set an employment status indicator to prevent withdrawn employees from processing in payroll after termination.	M	Yes	
PY-026	Ability to enter future-dated terminations without affecting current payroll.	D	Yes	
PY-027	Ability to pay an employee with a terminated status, when required.	M	Yes	While a warning message may appear advising of a payment to an employee in a terminated status, our solution allows it to occur.  For actual termination payments, JCC can easily produce on-demand checks for a single employee, multiple employees or an entire group. These checks and payments can be produced and printed at a JCC location. Payments can also be made via pay card for immediate employee access to funds.
PY-028	Offer live check as an employee payment option.	M	Yes	
PY-029	Print and deliver checks to multiple JBE locations.	M	Yes	
PY-031	Allow customer to locally print a check for special payrolls.	D	Yes	
PY-032	Offer direct deposit (ACH) as an employee payment option.	M	Yes	
PY-033	Allow employee to split pay between direct deposit and check.	D	Yes	
PY-034	Allow pay split between multiple bank accounts. If yes, flat amount, percentage, or both.	M	Yes	Employees can have up to 500 unique direct deposit accounts. An employee can deposit split pay based on a fixed amount or percentage of pay. The remainder amount can be issued as a check. If the remainder should be deposited, an indicator for full deposit can be elected for one of the accounts.  JCC can configure a workflow process to review employee direct deposit changes before they are updated to the employee record.
PY-035	Same-day direct deposit capability to deliver employee pay in time sensitive scenarios.	D	Yes	
PY-036	Offer pay cards as an employee payment option.	D	Yes	
PY-037	<b>Provide</b> a pay statement sample.	M	Yes	



PY-038	Ability to modify information on the pay statement.	M	Yes	
PY-039	Ability to process employee compensation and benefits between multiple cost assignments based on user-defined elements.	M	Yes	
PY-040	Ability to export payroll data or journal in a user-defined format or specifications.	M	Yes	
PY-041	Ability to make changes as needed due to laws and regulations, benefit programs, union contracts, and payroll deductions.	M	Yes	
PY-042	Contractor to work cooperatively and effectively with county personnel, as required. Some counties currently process the JBE's payroll and personnel data and continue to administer employee benefit programs.	M	Yes	
PY-043	<b>Outline</b> the payroll gross-to-net process.	M	Yes	ADP's pay calculation provides gross-to-net (or net-to-gross) on all entries as indicated. JCC previews the results to determine if any changes are needed, and authorized payroll users make any required adjustments and recalculate the payroll.
<b>TS-000</b>	<b>Tax Services</b>			

TS-001	<p><b>Describe</b> the payroll tax services and resources available.</p>	M	Yes	<p>ADP’s solution includes processing and delivery of year-end forms to reduce your administrative burden and lower costs associated with printing and distribution. Our accurate, secure and timely year-end services bring JCC added value and simplify your year-end activities.</p> <p>Clients can easily manage their employee tax forms and payroll tasks from our year-end dashboard, which provides an interactive checklist and easy-to-use flows guiding the important year end processes.</p> <p>We monitor compliance requirements. ADP continually monitors federal tax compliance requirements in all 50 states, as well as local taxing agencies. Our dedicated agency relations associates interact daily with federal and state tax representatives and with all known local tax agencies as needed. We also maintain a catalog of pending changes to agency tax laws. To assist clients with their compliance obligations and meet agency requirements, we make changes to our tax processing system as needed. Our update procedures significantly reduce our clients’ burden related to tax deposit and filing requirements.</p> <p>We deliver tax reports. Each payroll, JCC receives a statistical summary and detail report that indicates the tax amounts withheld and payable for that period. Each quarter, clients receive a wage and tax register that recaps taxable amounts by jurisdiction, as well as taxes paid at the employee and company level. Quarterly and annual statements of deposits list the deposits made and filing details. ADP generates reports in the agency-mandated format.</p> <p>We make tax deposits on your behalf. We use information and funds provided by our clients to make deposits to the appropriate tax agencies in compliance with each agency’s requirements.</p> <p>We prepare year-end documents. ADP services include the annual preparation of Forms W-2, Forms W-2C, 1099Rs and 1099MISCs, as well as all required control and filing documents. ADP also reports Form W-2 information to the Social Security Administration and all necessary state and local agencies.</p> <p>We provide a Year-End Dashboard. JCC has insight into current and pending tasks and due dates, year-end reports, training courses and regulatory resources.</p>
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				<p>Year-end reconciliations and corrections are handled via a quarterly file that contains all elements needed for year-end processing (including Form W-2 production).</p> <p>JCC year-end responsibilities include:</p> <ul style="list-style-type: none"> <li>• Process final payroll and adjustments before the agreed-upon cut-off date.</li> <li>• Provide funds for any additional tax liabilities incurred.</li> <li>• Verify wage and tax register.</li> </ul> <p>ADP year-end responsibilities include:</p> <ul style="list-style-type: none"> <li>• Compare the quarter-close totals to the payrolls processed throughout the quarter to ensure all tax liabilities have been received and the corresponding deposits have been made.</li> <li>• Identify and reconcile any out-of-balance conditions.</li> <li>• Debit or credit JCC to address any out-of-balance conditions (balance-to-payroll).</li> <li>• Prepare and file quarterly and annual returns.</li> <li>• Provide the statement of deposits and filings that reflects all quarterly and annual tax activity provided by ADP on JCC's behalf.</li> <li>• Respond to agency inquiries if needed.</li> <li>• Prepare and file amended tax returns if needed.</li> </ul> <p>Providing timely payroll changes and adjustments to ADP gives JCC the opportunity to verify the final employee balance and submit any necessary corrections prior to the close of the year.</p>
TS-002	<b>Outline</b> customer's roles and responsibilities in the tax services process.	M	Yes	<p>JCC year-end responsibilities include:</p> <ul style="list-style-type: none"> <li>• Process final payroll and adjustments before the agreed-upon cut-off date.</li> <li>• Provide funds for any additional tax liabilities incurred.</li> <li>• Verify wage and tax register.</li> </ul>
TS-003	Automatically withhold payroll tax liabilities, including federal, state, and local taxes.	M	Yes	

TS-004	Ability to implement new federal and California changed laws and regulations.	M	Yes	<p>ADP remains current on regulatory and compliance issues. When we identify issues that impact an ADP service offering, they collaborate with our operational business units to update systems and processes based on the applicable federal laws and regulations. Our client service teams notify clients of any applicable changes/updates in our service offering. The ultimate responsibility to maintain compliance with applicable laws remains with JCC.</p> <p>ADP maintains all payroll tax updates in the processing engine. Our systems are designed to meet the applicable requirements in all 50 states, the Virgin Islands, Puerto Rico and Guam.</p> <p>We proactively monitor and evaluate the potential impact of legislative change on our clients and services. Specialized research associates track developing legislation.</p> <p>To further support our clients' compliance needs, we provide our workforce management clients ADP Compliance on Demand. This unique service includes an online compliance community.</p>
TS-005	Allows for multi-state taxation.	D	Yes	
TS-006	Ability to manually adjust taxable earnings for quarterly and annual reporting.	M	Yes	
TS-007	<b>Explain</b> how the solution handles reporting on multiple California State tax accounts when a customer offers State Disability Insurance (SDI) and a Voluntary Plan (VP) for different employee groups.	M	Yes	ADP currently supports seven JBEs that have two IDs (one for state disability insurance and one for state withholding). For these seven JBEs, ADP handles the state withholding. The individual JBE handles the deposit and filing of the state disability insurance.
TS-008	Ability to populate required W-2 boxes including box 12DD Cost of Employer Sponsored Health Coverage and box 14 (e.g., court and tax authority specific)	M	Yes	
TS-009	Contractor is responsible for accuracy of reporting and making timely payments to tax authorities and any penalties and interest incurred for omissions, errors, and delays.	M	Yes	
TS-010	Contractor has access to legal tax counsel or ability to demonstrate on-going compliance with all federal, state, and local laws and regulations?	M	Yes	

<b>HR-000</b>	<b>Human Resource</b>			
HR-001	Option to implement Human Resources solution.	D	Yes	
HR-002	Ability to interface with an external Human Resources system.	M	Yes	
HR-003	Ability to track multiple anniversary dates for accrual rate changes, retirement, longevity, etc.	M	Yes	
HR-004	Ability to track detailed and ongoing history of personal, employment, compensation, and benefit-related data by employee.	D	Yes	
HR-005	Solution allows tracking employees with multiple pay rates.	D	Yes	
HR-006	Ability to validate State Disability and Unemployment Insurance claims.	D	Yes	
<b>BA-000</b>	<b>Benefits Administration</b>			
BA-001	Option to implement Benefit Administration solution.	D	Yes	
BA-002	Ability to interface with an external Benefit Administration system.	M	Yes	
BA-003	Maintain benefit plan enrollment and pre or post tax deductions/contributions.	M	Yes	
BA-004	Ability to manage COBRA benefits process. <b>Outline</b> the key steps.	M	No	The HCM benefits solution has the ability to add and update a COBRA event and generate COBRA continuation letters.  Integration with COBRA vendors is provided. ADP's solution automates the communication of benefits changes (such as employee benefits deductions, enrollment data, and any other relevant changes or desired information) as configured to your vendor's specifications through an electronic carrier connection file.
BA-005	Ability to manage Unemployment Compensation process.	M	Yes	

BA-006	Maintain enrollment and deductions/contributions for retirement plans, deferred income, and supplemental insurance benefits.	M	Yes	<p>Our solution can provide a process to accommodate automatic enrollments based upon JCC's requirements. With ADP Retirement Services, ADP offers an automatic enrollment solution that can determine employee plan eligibility — so minimal oversight is required of the plan sponsor. This process calculates the employee hours of service using the employment or plan year. ADP notifies employees who are nearing eligibility advising them of the upcoming enrollment date, default contribution rate and default investment allocations. The employees are instructed on how to change these defaults or decline enrollment entirely.</p> <p>ADP's solution accommodates deferred compensation tracking by identifying what amounts are deferred, portions taxed and portions not taxed. Limits on the deferred compensation amounts are maintained. Administration of deferred compensation plans can be handled through ADP Retirement Services as an optional service.</p>
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BA-007	Manage flexible spending account enrollment and contributions.	M	Yes	<p>While ADP does not provide spending accounts administration services, we support FSA plan setup. JCC can choose to partner with any provider for spending accounts services.</p> <p>FSA elections are captured via ADP's self-service portal. Employees' spending accounts elections and contribution amounts are passed to JCC's chosen partner each week.</p> <p>Our FSA enrollment process:</p> <ul style="list-style-type: none"> <li>• Displays the employee's election amounts and payroll deduction amounts on the Review and Confirm screen (and applicable printed confirmation statements).</li> <li>• Supports employer contributions to individual employees' FSAs.</li> <li>• Allows employees to choose a flat dollar amount per pay period or an annual contribution amount distributed over the remaining pay periods in the plan year.</li> <li>• Passes employee elections and contribution amounts to JCC's third-party spending accounts administrator as an optional service.</li> <li>• Restricts enrollment events to meet JCC's plan design rules (such as allowing an employee to increase or decrease contributions to an existing health care FSA, dependent care FSA, limited FSA or HSA plan but not enrolling in a new plan or opting out of his or her current plan).</li> <li>• Reamortizes FSA contributions. During a midyear election change event, our benefits administration solution assumes a collected funds amount based on the number of pay periods that have passed and the most recent FSA annual goal election. This assumed amount is used to recalculate ongoing employee contributions (based on the remaining pay periods) to achieve the new annual goal amount.</li> </ul> <p>FSA payroll deduction data is included on JCC's payroll deduction interface.</p>
BA-008	Does the solution apply limits on insurance plans, deferred compensation plans, flexible spending accounts, health savings plans, etc.?	D	Yes	
<b>TA-000</b>	<b>Time and Attendance</b>			
TA-001	Option to implement Time and Attendance solution.	D	Yes	

TA-002	Ability to interface with an external Time and Attendance system.	M	Yes	
TA-003	Ability to configure complex time and attendance rules.	M	Yes	
TA-004	Solution offers electronic time entry (exception and non-exception time) and approval.	M	Yes	
TA-005	Ability to track and process Donated Leave.	M	Yes	Managers can perform payouts to an individual or a pool.
TA-006	Can donated leave rules be specified in the application? For example, minimum amount allowed, hour to hour donation, pool donation, donation based on hourly rate, specific accrual/quotas allowed for donation.	D	Yes	
TA-007	Ability to process a variety of leave types, including accrual and non-accrual. <b>Provide</b> a list.	M	Yes	The ADP solution supports a broad spectrum of leave types, such as paid time off, vacation, personal, etc. In addition to typical paid time off, optional leave functionality provides extensive capabilities for managing Family and Medical Leave (FMLA), state-mandated and company-provided leave policies.
TA-008	Ability to calculate and track accruals/quotas (e.g., vacation, holiday, PTO, sick, overtime, bank time, furlough, etc.).	M	Yes	
TA-009	Solution allows time tracking to projects, grants, business units, or specific activities by different organizational levels.	M	Yes	ADP's solution enables employees and managers to report job-related time and charge time to different project codes and labor accounts.  The recording of separate time for nonpayroll purposes (e.g., project tracking) can be supported, depending on the specific situation and requirement. JCC is able to easily track project hours for each cost center. If new project codes are created on a daily or weekly basis, an optional activities tool may need to be enabled within your overall ADP solution.
<b>RP-001</b>	<b>Reporting</b>			
RP-001	Solution offers standard and ad hoc report capabilities.	M	Yes	
RP-002	Solution capable of producing documents, reports, and files <i>based on third party vendor specifications</i> for mandated monthly, quarterly, and annual reporting.	M	Yes	



RP-003	Ability to complete all federal and California tax reporting requirements. 1. IRS Form 941/941-X Employer's Quarterly Federal Tax Return/Adjusted 2. California Form DE9/DE9C Quarterly Contribution Return/Report of Wages 3. W-2/W-2c	M	Yes	
RP-003	Ability to complete multi-state tax reporting (for out-of-state employees).	M	Yes	
RP-004	Generate IRS Form 8922 Third Party Sick Pay Recap.	M	Yes	ADP can provide this report if JCC has 3PSP turned on and enters the information.
RP-005	Ability to complete Affordable Care Act (ACA) forms and reporting requirements.	M	Yes	Available if JCC leverages ADP's optional ACA module.
RP-006	Ability to complete Franchise Tax Board Minimum Essential Coverage Information Reporting (MEC IR) requirements.	M	Yes	ADP can handle your Federal and state ACA filing requirements when using the Health Compliance product.
RP-007	Ability to complete New Hire reporting (in-state or out-of-state) both paper and electronic	M	Yes	Available if JCC leverages our New Hire Reporting feature.
RP-008	Ability to track and compile key employee data for California reporting, such as, Government Compensation in California (GCC).	D	Yes	ADP creates a custom report to meet this requirement.
RP-009	Ability to export a General ledger/payroll file for upload to an external financial or HR system based on user-defined specifications	M	Yes	
RP-010	Ability to meet California AB 119 Union reporting requirements or other bargained agreement reporting.	D	Yes	ADP can provide this but requires further specifics. If JCC requires Davis Bacon this would need to be included in the sales order.
RP-011	Ability to generate retirement (e.g., CalPERS or County) and deferred compensation files based on vendor specifications.	M	Yes	We can integrate with CalPERS and CalSTERS to the extent that they will allow us to integrate.
RP-012	Generate change audit log showing when, who, and what data was changed.	M	Yes	
RP-013	Ability to generate vendor remittance reports (e.g., 820 Payment Remittance file, self-billed insurance, etc.).	D	Yes	A standard summary report indicates tax, garnishment and other monies due for each payroll processing. Tax liability payments ADP makes on JCC's behalf produce a remittance report, as well as a confirmation of the remittance.

RP-014	Ability to track and compile key employee data for GASB 75 OPEB Liability reporting	D	Yes	ADP requires further discussion with the JBE to better understand the details of your requirements concerning this report.
RP-015	<b>Describe</b> Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) tracking and reporting capabilities.	D	Yes	<p>Employee, Managers and HR practitioners can report leave of absences for FMLA, CFRA and any other state/company policies configured for the client via the web, mobile app, or participant service center. Through supported technology real time eligibility and entitlement calculations are done to ensure that any applicable policies and availability of each policy are provide at time of request along with required documentation to support the request. Additional via the web and mobile app employees would be able to:</p> <ul style="list-style-type: none"> <li>• View leave request date and status (approved, pending, partially pending).</li> <li>• View unique leave number.</li> <li>• View leave type (employee medical, family and secondary reasons) and if the leave is disability, work-related or reduced workweek.</li> <li>• Report intermittent time.</li> <li>• Request a leave extension.</li> <li>• Submit or verify return-to-work dates.</li> </ul> <p>HR practitioners and employees can also view the approved absence frequency for intermittent leaves.</p> <p>HR practitioners can see the policies applied to a particular employee's leave request.</p> <p>Any denied or cancelled leave requests display the reason for the decision.</p> <p>The manager self-service experience provides an enhanced leave segment view, daily details of time away reported and role-specific dashboards.</p> <p>Regarding capabilities for ADP to report information back to JCC, standard reports include:</p> <ul style="list-style-type: none"> <li>• New leave request inventory. Illustrates new pending or approved leaves requested during the reporting period.</li> <li>• Open leave inventory. Depicts all active leaves as of the reporting period.</li> <li>• Leave activity. Enables searches of leave activity for employees during a particular time frame and filtering of information based on</li> </ul>

				<p>parameters (location, division, department, region, etc.).</p> <ul style="list-style-type: none"> <li>• Entitlement balances by policy. Illustrates time used and time within each policy for all open leaves based on selected criteria.</li> <li>• Leave denials and cancellations. Displays all denied or cancelled leaves based on the selected criteria.</li> <li>• Return-to-work report. Displays return-to-work information separate from leave denials and cancellations based on selected criteria.</li> <li>• Expected return-to-work report. Allows users to select a specific time period in which they want to view a list of all employees (and the associated leave data) who are expected to return to work.</li> </ul> <p>Standard reports are available on demand in real time to HR practitioners online via self-service (according to your designated security roles). Reports can be run as needed and are available in HTML or Excel There is no limit to the number of users, the number of reports or the usage of these reports.</p> <p>An optional report accommodates the Affordable Care Act (ACA) rules regarding employees on a qualified leave of absence. This report includes leave time approved under at least one of these policies: FMLA, USERRA, jury duty — as well as policies configured as “paid.” Continuous and intermittent leaves are supported.</p> <p>Quarterly business reports are also included to provide summary and trends on all leave activity in the system at the program overview level. Allowing our clients to identify how each policy is being utilized throughout their organizations.</p>
RP-016	Provide audit trails and reports that show which users and workstation locations logged on to application during specified period.	M	Yes	
RP-017	Ability to produce audit trail and reports of file additions, modifications, deletions, and rejected transactions.	M	Yes	

II-000	Integration & Interface			
II-001	<p><b>Provide</b> an overview of the system's integration and interface features.</p>	M	Yes	<p>Data syncing is not required. Our core HCM modules, including HR management, payroll, benefits, performance management, recruitment, compensation, workforce management, reporting and ADP DataCloud, are built within a single platform and operate off a single database.</p> <p>Our core HCM modules (including HR management, payroll, benefits, workforce management, reporting, and ADP DataCloud) are built within a single platform and operate off a single database.</p> <p>Pre-screened third-party applications are also available via our online app store, ADP Marketplace. Partner applications are integrated primarily through APIs that enable the real-time transfer of data and single sign-on.</p> <p>We offer several methods for sharing data with third-party systems, including:</p> <ul style="list-style-type: none"> <li>• Universal import/ADP Data Bridge. A data transformation and integration tool that is leveraged by a client's ERP or a third-party HR system for automated uni-directional employee data integration into ADP's solution.</li> <li>• Client APIs. ADP supplies the data dictionary and issues credentials to the client. <ul style="list-style-type: none"> <li>- The client's IT team writes the middleware to connect ADP's solution to the client's non-ADP application.</li> <li>- Data is pulled from ADP real-time extractions to update other client systems with information from ADP.</li> </ul> </li> <li>• ADP Marketplace. ADP Marketplace brings together best-in-class apps to enhance data-sharing capabilities across the enterprise. Apps can be pre-integrated with the client's workforce data to deliver an enhanced, seamless user experience at the client's activation/consent.</li> <li>• Import templates. Standardized templates import data into ADP's solution from an external system (manual intervention is needed).</li> <li>• Ad hoc reporting tool with automated export services. This tool supports automated scheduling and transmission of ad hoc reports.</li> <li>• Management reports. JCC-specific outbound data is exported from ADP's business engine.</li> </ul>

II-002	<b>Outline</b> customer's roles and responsibilities in the integration and interface process.	M	Yes	<p>ADP offers several secure options to import and export your data, including ADP Marketplace APIs, ADP DataCloud and user-friendly reporting tools. In addition, master file data can be exported from payroll, and various standard reports can be exported to XLS format.</p> <p>JCC can import data (in a predefined layout) into ADP's solution via the standard import utility. Import files can be in fixed- and variable-length ASCII (delimited) and CSV file formats.</p> <p>JCC can use the delivered ad hoc reporting tool to extract fields in several formats and download the files for sharing or additional manipulation. The Field Grabber tool makes it easy to select the fields to include in ad hoc reports. Available reporting fields display in blue; selected fields display in green. If a field name maps to multiple fields, the user can select any or all fields (by default, the field associated with the page the user is on is selected).</p>
II-003	Does the system integrate Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) with other modules? If yes, explain.	D	Yes	<p>Our core HCM modules, including HR management, payroll, benefits, performance management, recruitment, compensation, workforce management, reporting and ADP DataCloud, are built within a single platform and operate off a single database.</p> <p>Employee, Managers and HR practitioners can report leave of absences for FMLA, CFRA and any other state/company policies configured for the client via the web, mobile app, or participant service center. Through supported technology real time eligibility and entitlement calculations are done to ensure that any applicable policies and availability of each policy are provided at time of request along with required documentation to support the request. Additional via the web and mobile app employees would be able to:</p> <ul style="list-style-type: none"> <li>• View leave request date and status (approved, pending, partially pending).</li> <li>• View unique leave number.</li> <li>• View leave type (employee medical, family and secondary reasons) and if the leave is disability, work-related or reduced workweek.</li> <li>• Report intermittent time.</li> <li>• Request a leave extension.</li> <li>• Submit or verify return-to-work dates.</li> </ul> <p>HR practitioners and employees can also view the approved absence frequency for intermittent leaves.</p> <p>HR practitioners can see the policies applied to a particular</p>

				<p>employee's leave request.</p> <p>Any denied or cancelled leave requests display the reason for the decision.</p> <p>The manager self-service experience provides an enhanced leave segment view, daily details of time away reported and role-specific dashboards.</p> <p>Regarding capabilities for ADP to report information back to JCC, standard reports include:</p> <ul style="list-style-type: none"> <li>• New leave request inventory. Illustrates new pended or approved leaves requested during the reporting period.</li> <li>• Open leave inventory. Depicts all active leaves as of the reporting period.</li> <li>• Leave activity. Enables searches of leave activity for employees during a particular time frame and filtering of information based on parameters (location, division, department, region, etc.).</li> <li>• Entitlement balances by policy. Illustrates time used and time within each policy for all open leaves based on selected criteria.</li> <li>• Leave denials and cancellations. Displays all denied or cancelled leaves based on the selected criteria.</li> <li>• Return-to-work report. Displays return-to-work information separate from leave denials and cancellations based on selected criteria.</li> </ul>
II-004	Ability to export data.	M	Yes	

II-005	Ability to import data from multiple third-party data sources. If so, outline any limitations with this process.	D	Yes	<p>ADP offers several secure options to import and export your data, including ADP Marketplace APIs, ADP DataCloud and user-friendly reporting tools. In addition, master file data can be exported from payroll, and various standard reports can be exported to XLS format.</p> <p>JCC can import data (in a predefined layout) into ADP's solution via the standard import utility. Import files can be in fixed- and variable-length ASCII (delimited) and CSV file formats.</p> <p>JCC can use the delivered ad hoc reporting tool to extract fields in several formats and download the files for sharing or additional manipulation. The Field Grabber tool makes it easy to select the fields to include in ad hoc reports. Available reporting fields display in blue; selected fields display in green. If a field name maps to multiple fields, the user can select any or all fields (by default, the field associated with the page the user is on is selected).</p>
II-006	Solution sends retirement contribution data to California Public Employees' Retirement System (CalPERS), Judges' Retirement System (JRS), and County specific retirement systems (e.g., Fresno County Employee's' Retirement Association (FCERA), etc.). <i>Data exchange based on third party vendor specifications.</i>	M	Yes	We can integrate with CalPERS and CalSTERS to the extent that they will allow us to integrate.
II-007	Solution sends deferred compensation contribution data to vendors: Voya, CalPERS, Fidelity, etc. <i>Data exchange based on third party vendor specifications.</i>	M	Yes	We can integrate with CalPERS and CalSTERS to the extent that they will allow us to integrate.

<b>ST-000</b>	<b>Ongoing Support and Training</b>			
ST-001	Ability to maintain stable customer support to promote ongoing familiarity with the JBEs unique payroll requirements.	M	Yes	
ST-002	Does the service model include a dedicated single point of contact? If yes, describe experience and number of accounts supported.	M	Yes	<p>ADP’s client service management organization is woven into every step of the client journey. An important attribute of ADP’s solution for JCC is the continuity of client service we offer. We combine innovative technologies with a team of experts dedicated to delivering a seamless experience.</p> <p>Diane Sartor will continue as JCC’s Senior Client Service Account Manager. Diane has 13 years of experience in supporting JCC and:</p> <ul style="list-style-type: none"> <li>• Resolves issues related to solution features, functionality and client knowledge.</li> <li>• Coordinates and facilitates regular, proactive meetings with JCC decision-makers.</li> <li>• Coordinates and manages JCC solution projects.</li> <li>• Assists with development of procedures and documentation related to account management.</li> </ul> <p>Working in tandem with Diane, Executive Relationship Manager James Renfro will continue to be JCC’s hands-on, strategic partner within ADP and will remain involved throughout the entire business partnership. James is well-acquainted with JCC’s organization, systems and processes, having served JCC for the past eight years. During implementation, he partners with our implementation team to provide consistent support and guidance and facilitate a smooth transition to ongoing service for each JBE. James works with you — through implementation, ongoing service and optimization — to identify your desired outcomes, develop a success plan, drive accountability and help achieve overall success.</p>



				On average, our support teams service five accounts (depending on complexity).
ST-003	Offer training resources after implementation including but not limited to: functional "hands on," reference manuals, webinars, user groups, online forums, conferences, seminars, etc.	M	Yes	
ST-004	Ability to implement any new federal or state laws or regulations.	M	Yes	
ST-005	Provide training for new functionality or change management process(es).	M	Yes	
ST-006	Ability to implement customer policies or negotiated changes, benefit rate updates, etc.	M	Yes	
ST-007	Solution requires minimal JBE information technology support.	M	Yes	
ST-008	Ability to provide all technical support.	M	Yes	

ST-009	Ability to validate new functionality, changes, or updates in a test environment before applying to the live environment.	M	Yes	
ST-010	Provide needed levels of security for data input, and processing and accessing payroll information for management and staff.	M	Yes	
<b>ADDITIONAL FUNCTIONS</b>				
PY-A01	Allow the customer to define prioritization of deductions.	M	Yes	Deduction priorities are controlled by a combination of system factors and user definitions. There is no limit on deduction priorities.
PY-A02	Ability to handle federal and state registered domestic partner status for health benefits premium deductions.	M	Yes	Administration of domestic partner benefits is quite common for ADP. Our solution can accommodate domestic partner coverage and mapping pre-tax (if applicable), post-tax and imputed income to separate deduction codes.  During implementation, specific requirements and characteristics of JCC's benefits offerings to employees, spouses, domestic partners, dependents and beneficiaries are set up at the plan level. An employee can elect or assign a benefit to his or her domestic partner through self-service (the employee portal or the mobile app). If additional information or documentation is needed, these requirements can be reflected in the approval process.
PY-A03	Ability to process earnings gross-up pay and zero net gross-up.	M	Yes	ADP can create both gross-to-net and net-to-gross checks with or without deductions. During payroll entry, special codes are used to direct the system to gross up the specific entry. Additional options are to gross up in the offline check method or an entire payroll run.
PY-A04	Ability to process re-issues, replacements, and payment voids.	M	Yes	

PY-A05	<b>Describe</b> what happens when pay will not cover all deductions/contributions.	M	Yes	<p>Deduction arrears processing is a standard feature of ADP's payroll solution. Arrears are processed for active employees with insufficient (or zero) earnings and for employees who are on a leave of absence. Carry-forward amounts are maintained from tax year to tax year.</p> <p>On subsequent payrolls, missed deductions are withheld based on JCC's selected option for repayment:</p> <ul style="list-style-type: none"> <li>• The entire arrears balance can be deducted from the employee's net pay in the next pay period.</li> <li>• A maximum amount can be used to calculate the amount that is deducted from the employee's net pay each pay period to reduce the arrears balance.</li> </ul> <p>Deduction priorities are controlled by a combination of system factors and user definitions. JCC administrators can adjust arrears balances as necessary.</p> <p>Deduction arrears reporting is displayed for JCC's practitioners.</p>
PY-A06	<b>Describe</b> the benefit premium collection process when employees are on leave without pay.	M	Yes	<p>Several options are available for JCC to collect the employee's benefits contributions:</p> <ul style="list-style-type: none"> <li>• JCC can deduct the benefits contributions from the employee's paycheck when he or she returns to active status.</li> <li>• JCC can work with your payroll department to collect contributions from the employee.</li> <li>• ADP can pass employee benefits contribution amounts to JCC's third-party billing vendor as an optional service.</li> </ul>
PY-A07	Solution can automatically process arrears deductions/contributions.	M	Yes	
PY-A08	<b>Explain</b> how the solution handles payroll year-end processing and balancing.	M	Yes	<p>ADP's solution includes processing and delivery of year-end forms to reduce your administrative burden and lower costs associated with printing and distribution. Our accurate, secure and timely year-end services bring JCC added value and simplify your year-end activities.</p> <p>Clients can easily manage their employee tax forms and payroll tasks from our year-end dashboard, which provides an interactive checklist and easy-to-use flows guiding the important year end processes.</p>

TS-A02	<p><b>Describe</b> the tax deposit, quarterly filing and annual reporting process for federal, state, and local tax authorities. Include tools available to validate quarterly and annual tax filings.</p>	M	Yes	<p>ADP’s solution includes processing and delivery of year-end forms to reduce your administrative burden and lower costs associated with printing and distribution. Our accurate, secure and timely year-end services bring JCC added value and simplify your year-end activities.</p> <p>Clients can easily manage their employee tax forms and payroll tasks from our year-end dashboard, which provides an interactive checklist and easy-to-use flows guiding the important year end processes.</p> <p>We monitor compliance requirements. ADP continually monitors federal tax compliance requirements in all 50 states, as well as local taxing agencies. Our dedicated agency relations associates interact daily with federal and state tax representatives and with all known local tax agencies as needed. We also maintain a catalog of pending changes to agency tax laws. To assist clients with their compliance obligations and meet agency requirements, we make changes to our tax processing system as needed. Our update procedures significantly reduce our clients’ burden related to tax deposit and filing requirements.</p> <p>We deliver tax reports. Each payroll, JCC receives a statistical summary and detail report that indicates the tax amounts withheld and payable for that period. Each quarter, clients receive a wage and tax register that recaps taxable amounts by jurisdiction, as well as taxes paid at the employee and company level. Quarterly and annual statements of deposits list the deposits made and filing details. ADP generates reports in the agency-mandated format.</p> <p>We make tax deposits on your behalf. We use information and funds provided by our clients to make deposits to the appropriate tax agencies in compliance with each agency’s requirements.</p> <p>We prepare year-end documents. ADP services include the annual preparation of Forms W-2, Forms W-2C, 1099Rs and 1099MISCs, as well as all required control and filing documents. ADP also reports Form W-2 information to the Social Security Administration and all necessary state and local agencies.</p> <p>We provide a Year-End Dashboard. JCC has insight into current and pending tasks and due dates, year-end reports, training courses and regulatory resources.</p>
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				<p>Year-end reconciliations and corrections are handled via a quarterly file that contains all elements needed for year-end processing (including Form W-2 production).</p> <p>JCC year-end responsibilities include:</p> <ul style="list-style-type: none"> <li>• Process final payroll and adjustments before the agreed-upon cut-off date.</li> <li>• Provide funds for any additional tax liabilities incurred.</li> <li>• Verify wage and tax register.</li> </ul> <p>ADP year-end responsibilities include:</p> <ul style="list-style-type: none"> <li>• Compare the quarter-close totals to the payrolls processed throughout the quarter to ensure all tax liabilities have been received and the corresponding deposits have been made.</li> <li>• Identify and reconcile any out-of-balance conditions.</li> <li>• Debit or credit JCC to address any out-of-balance conditions (balance-to-payroll).</li> <li>• Prepare and file quarterly and annual returns.</li> <li>• Provide the statement of deposits and filings that reflects all quarterly and annual tax activity provided by ADP on JCC's behalf.</li> <li>• Respond to agency inquiries if needed.</li> <li>• Prepare and file amended tax returns if needed.</li> </ul> <p>Providing timely payroll changes and adjustments to ADP gives JCC the opportunity to verify the final employee balance and submit any necessary corrections prior to the close of the year.</p>
TS-A03	Print and distribute paper W-2s directly to employees.	D	Yes	
TS-A04	<b>Describe</b> the process to reissue copies of annual tax forms to employees.	M	Yes	<p>JCC has 24x7 online access to current and historical tax information via our tax and banking portal. The portal is accessed via a link within the ADP solution.</p> <p>Tax filing reports are also available via hard copy or on CD by courier. Employer copies of Forms W-2 may be sorted by department or clock and then by Social Security Number, file number or name. Employee copies of Forms W-2 may be sorted by department or zip code and then by Social Security Number, file number or name. If a sort option is not specified, Forms W-2 are sorted by name only.</p>

HR-A01	Ability to process annual or merit salary increases driven by date, hours worked, performance review or a combination of these items.	M	Yes	
HR-A02	Allow date reminders for tasks such as annual salary increase, probation periods, etc.	D	Yes	
HR-A03	Offer employee self-service capabilities.	D	Yes	
HR-A04	Allow access to employee services via a mobile device.	D	Yes	
HR-A05	Allow employee access to view total compensation summaries.	D	Yes	<p>ADP's total rewards solution provides JCC a complete, real-time view of compensation beyond employee paychecks, including:</p> <ul style="list-style-type: none"> <li>• A dashboard view for both previous calendar year and current-year projected data.</li> <li>• JCC-customizable category names, descriptions and disclaimer (in PDF download).</li> <li>• Ability to add and track custom compensation items that exist outside your ADP HCM system.</li> <li>• Ability to import data from third-party systems.</li> <li>• Downloadable PDF for both previous-year and current-year statements.</li> </ul>
HR-A06	View, print, and save pay statements online.	D	Yes	
HR-A07	Enable employees to maintain personal information online, such as, address, tax withholdings, direct deposit, emergency contact, etc.	D	Yes	
HR-A08	Enable employees to change Federal and State tax withholdings via employee services.	D	Yes	
HR-A09	Annual tax forms can be viewed, downloaded, and printed by employees.	D	Yes	
HR-A10	Employees can perform paycheck calculating/modeling.	D	Yes	
HR-A11	Allow access to manager services via a mobile device?	D	Yes	

HR-A12	Review real-time data, analytics, and Key Performance Indicators (KPIs) via a manager dashboard.	M	Yes	
HR-A13	Allow managers/supervisors to view and electronically approve time entries.	M	Yes	
HR-A14	Allow managers/supervisors to update or enter time on behalf of the employee.	D	Yes	
HR-A15	Allow a manager/supervisor substitution for another manager/supervisor in the organization.	D	Yes	
BN-001	Ability to manage income replacement plans: State Disability Insurance (SDI), Short-term Disability (STD), and Long-term Disability (LTD), including any support of age-related premiums.	M	Yes	<p>ADP supports age-based tables to calculate multiple rate eventualities for employees and their dependents. Each benefits plan can accommodate different age rules, which allow automatic calculations.</p> <p>A fully customizable age band rate structure option is available for medical, life, AD&amp;D, disability and customized benefits plans. Eight standard age band rate structures are included, and JCC can create additional, customized age band structures. When the employee or dependent automatically enters a new age band, premiums are updated based on JCC's plan rules.</p>
BN-002	Monitor child dependent ages, calculate eligibility according to plan rules; produce personalized notification to parents/guardians.	M	Yes	

BN-003	<b>Describe</b> how the solution handles benefit deductions not taken and rules for arrears processing.	M	Yes	<p>Deduction arrears processing is a standard feature of ADP's payroll solution. Arrears are processed for active employees with insufficient (or zero) earnings and for employees who are on a leave of absence. Carry-forward amounts are maintained from tax year to tax year.</p> <p>On subsequent payrolls, missed deductions are withheld based on JCC's selected option for repayment:</p> <ul style="list-style-type: none"> <li>• The entire arrears balance can be deducted from the employee's net pay in the next pay period.</li> <li>• A maximum amount can be used to calculate the amount that is deducted from the employee's net pay each pay period to reduce the arrears balance.</li> </ul> <p>Deduction priorities are controlled by a combination of system factors and user definitions. JCC administrators can adjust arrears balances as necessary.</p> <p>Deduction arrears reporting is displayed for JCC's practitioners.</p>
BN-004	Offer tools to facilitate benefits billing reconciliation.	D	Yes	<p>Built-in invoicing tools allow JCC to provide the carrier with a detailed amount due based on live enrollment data.</p> <p>ADP's system-generated invoices are reconciled to the carrier's list bill. The amount paid for self-bill clients is the amount specified on the ADP HR/benefits invoice. The amount paid for list-bill clients is specified on the invoice from the benefits carrier. All differences are documented and tracked.</p> <p>Carrier invoicing includes:</p> <ul style="list-style-type: none"> <li>• Generating monthly benefits carrier invoices.</li> <li>• Reconciling ADP system-generated invoices to the carrier's list bill for any benefits carrier that is not self-billed.</li> <li>• Tracking the differences between the ADP-generated self-bill invoice and the invoice generated by the benefits carrier.</li> <li>• Presenting JCC with the remittance amount and the supporting detail to be sent with payment.</li> <li>• Generating a monthly consolidated bill for clients that want a single bill for all benefits carriers.</li> <li>• Providing online access to all benefits carrier invoices.</li> </ul>



BN-005	Manage self-billing insurance plans.	M	Yes	
BN-006	Ability to manage plan enrollment and generate reports.	M	Yes	
BN-007	Ability to manage Affordable Care Act (ACA) compliance.	M	Yes	
TA-A01	View employee's work history from date of go-live.	M	Yes	
TA-A02	Solution can accommodate unlimited schedule changes and adjustments on demand.	M	Yes	
TA-A03	Solution can define schedules with varying lengths (e.g., four hours per day, eight hours per day, etc.).	M	Yes	
TA-A04	Allow flexible schedules (e.g., employee works a different day and hours each week).	D	Yes	
TA-A05	Ability to notify administrators when critical date thresholds are imminent (e.g., sick pay exhausted, transition to Short Term Disability or Long-Term Disability).	D	Yes	
TA-A06	Allows comments/notes on the timesheet.	D	Yes	
TA-A07	<b>Describe</b> accrual/quota cash out capabilities and process. Include the ability to cash out to 457b/401k or other options.	M	Yes	All of these fields can be adjusted or paid out through payrolls.
TA-A08	Ability to manually override configured accrual/quota.	M	Yes	
TA-A09	Display accrual/quota balances on pay statement.	D	Yes	
TA-A10	Solution can set carryover limits to restrict the amount of time carried from year to year.	M	Yes	
TA-A11	Solution can project future balances based on future debits and credits of leave time.	D	Yes	
TA-A12	Ability to validate leave balances in real-time at the point of entry.	M	Yes	

TA-A13	Ability to exclude an inactive/terminated employee from time entry.	M	Yes	
TA-A14	Time Administrator can load or approve time for multiple employees as a single entry.	D	Yes	
RP-A01	Generate Occupational Safety and Health Administration 200 Report.	D	Yes	ADP can provide OSHA 300 reports. If OSHA 200 reports are required, an ad-hoc report could be created.
RP-A02	Generate Equal Employment Opportunity Report.	D	Yes	
RP-A03	Form W-2 available online for employees to access. If yes, how many years?	D	Yes	Forms W-2 can be mailed to employees, sent to your designated offices for distribution and/or made available online or via mobile device. Online Forms W-2 are available for a three-year rolling history.
RP-A04	Form 1095-C available online for employees to access. If yes, how many years?	D	Yes	Three years are available.
RP-A05	Generate multi-worksites report.	D	Yes	
RP-A06	Generate management reports.	M	Yes	
RP-A07	Generate garnishment history report.	D	Yes	
RP-A08	Generate time entry reports, including data elements to support exception and non-exception reporting.	M	Yes	
II-001	Ability to schedule interface files to automatically import and/or export.	D	Yes	<p>JCC can easily establish and schedule automated imports — offering a full set of transformation and transport types. You can also set up and schedule extracts of employee indicative data to send to a third-party provider or to use internally.</p> <p>Alternatively, ADP can manage the interface development for the third-party systems. JCC provides detailed specifications to your ADP service team. A subject-matter expert and technical resource work with the third party to define the data elements needed for the interface. ADP evaluates the project complexity and the time frame needed for implementation and provides a bid estimate.</p>

II-002	Document attachment functionality (on transaction or employee record).	D	Yes	<p>JCC can leverage ADP Document Cloud to upload documents directly to employee records and organize them for easy access. Features include:</p> <ul style="list-style-type: none"> <li>• ADP-delivered category/folder structure; folders can also be configured by JCC.</li> <li>• Search capabilities category/subcategory, key words, file names and document content.</li> <li>• Ability to assign documents to multiple employees in a single view.</li> <li>• Electronic signature capabilities.</li> <li>• Control that can be set to access information based on people, functions or document categories/subcategories.</li> <li>• Auditing on all updates, including when the document is viewed and signed (if applicable).</li> <li>• Multiple file types supported (DOC, PDF, JPG, WMV, TIF, XLS, PPT, MP4, ZIP, etc.).</li> <li>• Unlimited storage space with a 15 MB limit per document.</li> <li>• Ability to workflow documents uploaded to the system before they are added to the employee record.</li> </ul> <p>The employee portal also includes a "References" area to store documents for view at any time by employees and/or managers.</p>
II-003	Solution supports E-Verify integration.	D	Yes	<p>ADP's solution includes E-Verify and eI-9 support. Our technology and services foundation strengthens JCC's technical and nontechnical Form I-9/E-Verify completeness at the federal and state level.</p>
II-004	Solution integrates with other modules to update records including - accruals/quota balance.	M	Yes	<p>Our core HCM modules, including HR management, payroll, benefits, workforce management, reporting and ADP DataCloud, are built within a single platform and operate off a single database.</p>
II-005	Automated notifications sent to customer when an interface file errors or does not process.	D	Yes	<p>JCC can set up alerts to notify you of a successful inbound interface file and/or warn you of error conditions. Authorized users can view the status of all data imports within the solution. JCC can also view the status of outbound exports via reporting.</p>

## Technical Requirements

- Full integration between all system modules whether provided in a single software product or multiple components and operate as if one system. For example, all duplicate data entry should ideally be eliminated; an update to a table, screen or form should be available to all related components and subcomponents within the system architecture.
- The solution must be aligned with industry standards, be highly reliable for daily operations, and designed to protect against catastrophic failures. The system must be scalable to accommodate an increase in data, documents and the number of internal and external end-users without noticeable degradation to performance.
- The solution shall be configurable and allow the majority of changes to reference tables, screens, reports, forms, documents, help screens, business rules and work-flow to be made with configuration tools rather than custom code.
- The Contractor shall describe and provide ongoing services in support of the products comprising the solution and its usage after implementation.
- Product must have minimal impact on external client workstation applications that are run concurrently.

**Response: In-Progress requires a comment and estimated delivery date.**

ID	Technical Requirement	Tech Category	Requirement Description	Response Yes / No / In-Progress	Comments
TR-001	Audit Tracking	Auditing & Monitoring	The solution should provide audit capabilities for: 1. Data changes/updates/deletions (e.g., field level & end-user/agent) 2. Session history (e.g., end-user access, record & module) 3. Form changes/updates/deletions (e.g., field, module level & end-user/agent) 4. Administration audit tracking such as system level changes to platform or application (e.g., system upgrade history tracking)	Yes	
TR-002	Real-Time Login Monitoring	Auditing & Monitoring	The solution should show the users currently logged into the system.	Yes	ADP's solution maintains security logs that include user access. The access log tracks user logins and all other security-related transactions (invalid login attempts, forgotten user ID or password attempts, changes to security questions responses and password changes). ADP can provide copies of the access logs to [Clientname] upon request.  Logs of all critical system operations are created, retained, monitored, and analyzed.
TR-003	System Security reports	Auditing & Monitoring	The solution should provide security ad-hoc reporting and auditing features.	Yes	

<b>TR-004</b>	Integrated Document Management	Document Management	The solution should provide built-In document management for file attachments tied to records: 1. Revision control 2. Folder permission control 3. File upload size & capacity controls. Ability to increase file size and folder size maximum limits. 4. Allow unlimited folder size. 5. Provide search and reporting feature (e.g., how many files in a folder displayed). 6. Provide an integrated option to an external document management system.	Yes	Regarding revision control, a new document would be uploaded and the old deleted. The file upload size cannot be controlled, and the limit is 15MB per document. We do not provide an integrated option to an external document management, but all documents are exportable.
<b>TR-005</b>	Document Structure	Document Management	The solution should provide a mechanism for document management, such as defining folders for storing documents and searching documents.	Yes	
<b>TR-006</b>	Admin Job Scheduler	Installation, Admin & Maintenance	The solution should provide the ability to schedule work, automated business processes and reports. (e.g., like database stored procedure/cron jobs).	Yes	
<b>TR-007</b>	Admin Session Control	Installation, Admin & Maintenance	The solution should have the ability to logout users that are logged into the system.	Yes	The system will log a user out after a specified number of inactive minutes. Also, an administrator can access netsecure and activate or 'suspend' a user's account.
<b>TR-008</b>	Admin System Notification	Installation, Admin & Maintenance	The solution should have the ability to send a notification to all users logged into the system.	Yes	
<b>TR-009</b>	Application Security Patch Updates	Installation, Admin & Maintenance	The solution vendor should provide security patches/updates on a timely basis.	Yes	
<b>TR-010</b>	Integrated Developer Documentation	Installation, Admin & Maintenance	The solution should provide a data dictionary and workflow mapping tool with documentation export ability (e.g., export to an xml format).	Yes	
<b>TR-011</b>	Regression Test Tool and Scripts	Installation, Admin & Maintenance	The solution should provide a regression test tool, test scripts and results from the provider for JBE reuse.	Yes	
<b>TR-012</b>	System changes	Installation, Admin & Maintenance	The solution should provide system changes to take effect immediately, without the need to clear browser cache or restart the system, causing minimal downtime (e.g., less than 3 minutes).	Yes	

<b>TR-013</b>	System Security Management	Installation, Admin & Maintenance	The solution should provide simplified method for security configuration and management.	Yes	<p>ADP's multi-level security model consists of:</p> <ul style="list-style-type: none"> <li>• Identity management services (authentication) govern who can access the system.</li> <li>• Access control services (authorization) govern the functions a user can access, view or edit.</li> <li>• Data access services (data entitlements) govern the data the user can see and are enforced across run-time application services, reporting services and analytics.</li> </ul> <p>Role-based security is dynamically applied based on client-configurable organizational and group rules. Access control services also allow you to control logos and themes presented to the user by division, location and other indicative data.</p> <p>The security model includes three default groups: employees, managers and practitioners. All users are considered employees by default. The practitioner group includes administrator security group permissions. The respective descriptions, memberships, activity permissions and data entitlements for these default security groups can be configured to meet your specific business needs.</p>
<b>TR-014</b>	System Configuration & Customization	Installation, Admin & Maintenance	<p>The solution shall provide the ability to configure and/or customize with application toolkit for quick turnaround:</p> <ol style="list-style-type: none"> <li>1. New forms</li> <li>2. Workflow engine (business rules)</li> <li>3. Define &amp; update business process lifecycle</li> <li>4. User portals and menus</li> <li>5. Data integration tools</li> <li>6. Security</li> </ol>	Yes	
<b>TR-015</b>	Templates	Installation, Admin & Maintenance	The solution should provide templates (e.g., forms) to facilitate rapid configuration/development.	Yes	

<b>TR-016</b>	PC, Smart tablet & Mobile Platform Compatibility	Interoperability	The solution should provide full compatibility with PC desktop and mobile platforms (but not limited to the following): 1. Surface Pro, Surface Notebook and Apple iPad 2. OS compatibility: Windows 10, Windows 7 and MAC OS X 3. Mobile platforms should be Windows 10 compatible with remote sync capability 4. Core ux adaptive for the task at hand (context aware & responsive) 5. Platform aware and browser aware (responsive) 6. Compatible with browsers: Microsoft IE 11, Edge, Chrome, Firefox and Safari	Yes	
<b>TR-017</b>	Browser / Thin Clients	Interoperability	The solution should support html5 and reduce client-side browser dependencies: 1. No browser specific setting outside it's normal default setting 2. No need for java 3. No need for client plug-in software, e.g., adobe flash.	Yes	
<b>TR-018</b>	Cellular Mobile & Smart Phone Support	Interoperability	The solution should have the ability to run on android based phones (e.g., Samsung galaxy 8, Kyocera) and apple iPhone.	Yes	
<b>TR-019</b>	MS Office Integration	Interoperability	The solution should be compatible and easily integrated with office 365 (Microsoft products, such as word, excel, PowerPoint, projects, Visio, outlook, etc.)	Yes	
<b>TR-020</b>	Data Uploads	Interoperability	The solution should provide the ability to easily load data from an excel spreadsheet and xml, csv and tab delimited file formats into the system.	Yes	
<b>TR-021</b>	Out-of-the-Box Industry Standards.	Maturity & Customer Satisfaction	The solution should provide well organized, structured, modular functions and processes and follow common human capital management business processes and standards.	Yes	
<b>TR-022</b>	Allow Notes To Be Added To Records	Records Management	The solution should allow notes to be added to records.	Yes	
<b>TR-023</b>	Archiving	Records Management	The solution should provide a mechanism for archiving "non-active" records and its associated data, by a specified date range and record state. (*Note: "non-active" records and associated data,	Yes	

			means parent & child records in a closed state). The ability to archive with parameters.		
<b>TR-024</b>	Data Validation	Records Management	The solution should provide the ability to validate data manually inputted or imported (e.g., via spreadsheet) before committing to the system.	Yes	
<b>TR-025</b>	Multiple Records Edit Via Workflow	Records Management	The solution should allow multiple records to be edited via workflow or query at one time.	Yes	
<b>TR-026</b>	Print Functionality - Restrict Printing Certain Documents	Records Management	The solution should have the ability to restrict the printing of certain records.	Yes	
<b>TR-027</b>	Record Retention	Records Management	Solution shall be able to support up to seven (7) years of online transactional data.	Yes	
<b>TR-028</b>	Document Retention	Records Management	The solution should provide support for reliable retention of documents in accordance with relevant regulations/best practices.	Yes	



<b>TR-029</b>	Record Retention Authority	Records Management	The solution should allow records to be permanently retained or deleted by authorized personnel.	Yes	<p>Administrators can delete employee records; however, the archive feature is a secure way to store records that are no longer used but may need to be accessed in the future.</p> <p>Employee archiving supports the removal of inactive (terminated) employee records from daily tasks (such as employee lists or searches) — while providing access to the employee information in standard reports. Administrators can include archived employees on standard reports even if they do not have the security permissions to archive employees. Criteria can be set so only employees who meet the eligibility requirements can be archived.</p> <p>Archived employee data can be restored (unarchived); all employee information entered before archiving is then also restored. All data (and changes made to the data) can be tracked and audited. Data is only purged at JCC’s request.</p>
<b>TR-030</b>	Reporting Tools	Reporting & Analytics	The solution should provide a reporting tool with advance development options (such as grouping, dash-boards, graphics and formulas, sub-reports, drag & drop creation and supports SQL select statements).	Yes	
<b>TR-031</b>	Ad-Hoc Reports	Reporting & Analytics	The solution should provide ad-hoc reports: 1. Easy to create ad-hoc reports on-demand. (all user types) 2. Charting and graphing functionality 3. Export functionality to spreadsheets (excel) to handle large data (e.g., 50+ column, 700k rows) and to *.pdf format.	Yes	
<b>TR-032</b>	Ad-Hoc Dash Board Report	Reporting & Analytics	The solution should allow end users to create ad-hoc dash-board reports.	Yes	
<b>TR-033</b>	Versioning - Track	Revision Control	The solution should track record and document revisions.	Yes	

	Document Revisions				
<b>TR-034</b>	Versioning - Track Document Revisions	Revision Control	The solution should provide version control with an easy method to back out changes: 1. check in / check out for records. 2. provide industry standard version control and an integrated version control mechanism. 3. object level version control.	Yes	Assuming this requirement is in regards to documents, only the audit history is available. If the old document is still available (it has not been deleted), it can be viewed as well as the new version.
<b>TR-035</b>	Versioning - View Prior Document Revisions	Revision Control	The solution should allow users to view prior document/record revisions.	Yes	
<b>TR-036</b>	On Demand Scalability	Scalability & Performance	The solution should be scalable System On-Demand: 1. Automatically increase CPU, memory and storage, based on configurable parameters. 2. Adjust on demand or notify administrators based on user/session load or throughput (e.g., number sessions)	Yes	
<b>TR-037</b>	Administrator Documentation	Documentation & Training	The solution should provide context self-help documentation for administrators and developers (e.g., external links to the latest reference and administration manuals).	Yes	
<b>TR-038</b>	Context Help Manuals, Tutorial And Support Documentation	Documentation & Training	The solution should provide User Support: 1. Built in user support documentation (e.g., manuals, tutorials, etc.) 2. Customizable user support documentation 3. Customizable context help at module, field and/or command level (e.g. pop-up bubble text when focus moves to section, pop-up bubble text when focus moves to field and/or command/button)	Yes	
<b>TR-039</b>	Integrated Application Context Sensitive Help	Documentation & Training	The solution should provide context sensitive help and application documentation.	Yes	
<b>TR-040</b>	Self Help Login & Password Reset	Documentation & Training	The solution should provide the ability to configure end user self help for: 1. Forgot user id 2. Forgot password	Yes	

			3. Reset password (with questionnaire verification option)		
<b>TR-041</b>	Service Line - Knowledge Share/Training	Documentation & Training	1. The vendor should provide training to the JBE support staff to configure and support the system. 2. The vendor should share lessons learned and improvements to support the system.	Yes	
<b>TR-042</b>	User Training	Documentation & Training	The vendor should provide training materials and conduct interactive training sessions for proposed solution.	Yes	
<b>TR-043</b>	Context Icons Associated with Document\Record Types	User Interface	The solution should provide configurable icon features for records and content.	Yes	
<b>TR-044</b>	Document Repositories - Drag and Drop Import Of Multiple Files Simultaneously	User Interface	The solution's user interface should support drag and drop (e.g., file attachments, uploading documents).	Yes	

<b>TR-045</b>	Interface For The Disabled	User Interface	The solution should be both American Disability Act (ADA) and Section 508 Compliant.	Yes	ADP recognizes the importance of Section 508 of the Americans with Disabilities Act requirements. ADP meets and exceeds Section 508 compliance by complying with the International Web Content Accessibility Guidelines (WCAG). ADP meets WCAG 2.0, which surpasses the requirements for Section 508.  ADP adheres to WCAG 2.0 AA to the greatest extent feasible. We provide integrated tools through our partner, AudioEye, that comply with these guidelines, including: screen reader, an ally tool that reads content and responds to verbal commands, and a help desk staffed by accessibility engineers to assist users. In addition, our application has been reviewed and certified, and the content has been optimized for use with the assistive technology.
<b>TR-046</b>	Print Functionality	User Interface	The solution should allow users to print a document/record in its entirety, (e.g., including data in scrollable fields).	Yes	Records and pages can be printed in a specific format. Standard employee data reports can be ran and printed. Not all screens are printable.
<b>TR-047</b>	Retrieval - Links	User Interface	The solution should allow access to external site via URL links.	Yes	
<b>TR-048</b>	Retrieval - Save Queries For Later Re-Use	User Interface	The solution should allow search queries to be saved and re-used.	Yes	
<b>TR-049</b>	Search Criteria	User Interface	The solution should support simple and advanced searches.	Yes	
<b>TR-050</b>	Search Limits	User Interface	The solution should allow the number of search results to be limited.	Yes	
<b>TR-051</b>	Usability - UI Consistency	User Interface	The solution should present a consistent user interface across all components/modules.	Yes	
<b>TR-052</b>	Electronic Seals	Value-Add Technical Features	The solution should allow electronic seals, emblems, insignia or logos to be added to records, documents and reports. (e.g., electronic seals added to permits or inspection records.)	Yes	This is allowed for specific items within the system including offer letters, pay increases, logos on the landing page and career centers. Logos can also be added to reports.

<b>TR-053</b>	Support Review And Approval Workflow	Workflow	The solution should provide record review and approval workflow, supporting multiple reviewers, multiple approvers, and email notification of workflow events.	Yes	
<b>TR-054</b>	Generate Customized Work Status Notifications By Email	Workflow	The solution should generate customized e-mail messages for workflow status notifications.	Yes	
<b>TR-055</b>	Log Of Workflow Actions	Workflow	The solution should have the ability to turn on/off workflow logging.	Yes	
<b>TR-056</b>	Customizable End User Instructions	Workflow	The solution should provide the ability to customize end user instructions that display within the application. (e.g., hover help text).	Yes	
<b>TR-057</b>	Real-Time Workflow Activity Monitoring	Workflow	The solution should provide for real-time workflow activity monitoring and analysis.	Yes	

**Payroll Solution SaaS Technical and Security Requirements**

**Requirements Level: M = Mandatory or D = Desired.  
Response: In-Progress requires a comment and estimated delivery date.**

ID	SaaS Technical and Security Requirements	Tech/Sec Category	Requirement Description	Requirement Level*	Response Yes / No / In-Progress	Comments
SaaS-001	SOC 2 Type II Compliance	Compliance	*Vendor shall maintain SOC 2 Type II compliance.	M	Yes	<p>As one of the world’s largest providers of outsourcing services to external organizations, ADP has a direct impact to our clients’ financial statements and security/privacy needs. ADP has established a global SOC reporting compliance program management office (SOCR PMO) to comply with the independently attested assurance Service Organization Controls (SOC) framework. The SOC framework is governed by the American Institute of Certified Public Accountants (AICPA). The three pillars are:</p> <ul style="list-style-type: none"> <li>• SOC 1 covers outsourced financial/internal controls performed by a third party in the U.S. (SSAE-18); in Canada (CSAE-3416) and in international locations (ISAE-3402).</li> <li>• SOC 2 covers outsourced security/safeguarding controls performed by a third party with respect to the security, privacy, confidentiality, processing integrity and availability of sensitive data (PII or ePHI).</li> <li>• SOC 3 provides a summary of the security/safeguarding controls in place by a third party that impact security, privacy, confidentiality, processing integrity and availability of sensitive data.</li> </ul> <p>As part of our overall SOC program, ADP determines the scope and timing of each report. ADP retains an industry-recognized independent service auditor to conduct the program.</p> <p>ADP’s global SOCR PMO is part of the corporate internal audit department and is led by the SOC reporting compliance program director (who reports directly into the vice president of global financial, fraud and IT audit). The global SOCR PMO maintains global governance and oversight into all SOC reporting requirements.</p>

<b>SaaS-002</b>	Certifications	Compliance	*Vendor shall maintain ISO-27001 certification.	M	Yes	Our data centers are ISO 27001-certified.
<b>SaaS-003</b>	Support Staff	Service Location	*Vendor support staff shall be located and authorized to work within the United States.	M	Yes	
<b>SaaS-004</b>	Hosting	Service Location	*The vendor hosting facilities (including compute, network, data storage, backup, archive devices, and the data storage media), and disaster recovery facilities shall be located in the United States.	M	Yes	
<b>SaaS-005</b>	Supported Hardware	Support	*SaaS offering shall be accessible from Windows 10-based personal computers. Vendor shall state any additional platforms that are supported.	M	Yes	Please see Exhibit SaaS-005 for a description of system requirements.

SaaS-006	Supported Browsers	Support	*Where browser-based access is required, access from current-generation modern browsers (such as Microsoft's Chrome-based Edge browser) must be supported.	M	Yes	<p>ADP supports Microsoft Internet Explorer, Microsoft Edge, Mozilla Firefox, Apple Safari and Google Chrome (support for Internet Explorer 11 and Microsoft Edge version 78 or lower will end March 2021). Compatible web browsers subjected to ADP build verification testing include Microsoft Internet Explorer, Microsoft Edge and Apple Safari.</p> <p>ADP typically tests and certifies our application on new browser versions with each scheduled release. We also track client usage of browsers and industry trends when considering the browsers and versions to support.</p>
SaaS-007	Data Reporting & Export	Application	Vendor shall state what data reporting and export functionality is included in the service offering.	D	Yes	<p>Recently awarded the Best in Class Interactive Media Award by the Interactive Media Council, Inc. for its design and user experience, our simplified reporting offers an intuitive process that makes report creation and distribution easy for any user. The system offers suggested data sources, reports and navigation through simple drag-and-drop steps. Your administrators can create ad hoc reports and custom metrics and turn them into analytics to view trends over time. Report data can be sorted and filtered, run based on effective date and viewed in meaningful charts.</p> <p>Report activities are consolidated so authorized users can perform all reporting tasks (run, view, schedule, edit, delete, copy, save, export, preview, share, mark as favorite and add to dashboard) in one convenient location.</p> <p>The Run HR Reports tile on the HR Dashboard allows HR practitioners to view commonly used reports and link to the intuitive, easy-to-use reporting user interface. The report setup wizard guides users through report creation. Users have a wide choice of data fields, sorting criteria and totaling and formatting options, plus the ability to create robust calculations.</p> <p>Customizable report dashboards allow users to organize the reports that are most meaningful to you (frequently used, favorites, scheduled reports and shared reports). In addition, artificial</p>



					<p>intelligence learns how your users interact with the reporting tools and makes suggestions to help them become even more efficient. For example, if a user runs the same custom report at the same time every Monday, the system might suggest scheduling the report to save time.</p> <p>The Field Grabber tool enables on-the-fly reporting and makes it easy to create reports using the fields users see on the screen. Available reporting fields are shown in blue, and selected fields are shown in green. If a field name maps to more than one field, the user can select any or all fields. By default, the field associated with the page the user is on is selected.</p> <p>Database-level security enforces a user's security restrictions while using the reporting tools.</p> <p>Standard reports. JCC receives standard payroll reports containing check-level, summary and tax data. These reports can be modified to suit your needs, or ad hoc reports can be created via our delivered report-writing tools. We provide more than 200 standard reports across HR, payroll, benefits and workforce management modules.</p> <p>Ad hoc reports. The reporting experience is easy and efficient with simplified navigation, a step-by-step interactive guide and powerful search capabilities. Ad hoc reporting functionality is hosted by ADP, and HR practitioner access is available via the HR Dashboard. Reports are created and accessed based on JCC's assigned security profiles. In addition, the Field Grabber tool simplifies the ad hoc and custom report creation process by allowing users to select fields from multiple screens in the application.</p> <p>Custom reports. JCC can run cross-module reports with HR, payroll and workforce management information. These reports provide comprehensive totaling and subtotaling options, comparison of point-in-time data, filtering criteria, formatting and output format options, and the ability to create derived fields via sophisticated calculations. FTE calculations and/or data fields can both be included within a report.</p> <p>Reports can be displayed, printed and saved in HTML, Excel, comma delimited (CSV), Adobe Acrobat (PDF), plain text (TXT)</p>
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						<p>and XML formats and can be downloaded to share with JCC's data warehouse for use by third-party reporting tools.</p> <p>Enhanced search capabilities provide access to all report types. JCC's user enters a keyword or data included in the report, and applicable results are categorized under two tabs (the Output tab displays reports the user has run before; the Reports tab displays all reports fitting the search criteria). Filters and data sorts can be applied to narrow the returned results.</p>
<b>SaaS-008</b>	Application Maintenance	Support	Vendor shall provide notice with reasonable lead time to client for any planned downtime, version upgrades, user interface changes, or feature upgrades. Please describe this process.	D	Yes	<p>As a hosted offering, system upgrades are included in your service agreement, generated by ADP and pushed directly to JCC. Application software maintenance releases are scheduled on an ad hoc basis. Upgrades are typically performed two to three times a year; however, this frequency can vary depending on product development, client needs and compliance requirements.</p> <p>We notify JCC of updates and impacts prior to performing the upgrade. Notifications are typically delivered via the "What's New" section of the application. Your HCM service manager is available (via a toll-free telephone number) to provide information about unscheduled or extended downtime.</p> <p>The system is generally available 24x7x365. The standard infrastructure maintenance window is Saturday from 12:00 p.m. to 6:00 a.m. Eastern time.</p> <p>Regarding system availability, ADP targets payroll, HR, benefits, and workforce management system availability of 99.5 percent or greater — excluding ADP's routine and scheduled system maintenance, any critical system maintenance downtime that cannot be completed during standard maintenance windows, 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: interruption or failure of telecommunication or digital transmission links, internet slowdowns or failures or unauthorized intrusions (collectively referred to as "total scheduled downtime").</p>

<b>SaaS-009</b>	Description of Support Services	Support	Vendor shall state any service and support provisions that are applicable to the service offering. For example: Help Desk, Technical Support should there be an issue with service.	D	Yes	<p>Your team of ADP service consultants responds when you contact us via toll-free telephone, email or Service Connect. Dynamic IVR menu options route your calls. Each inquiry is assessed, triaged and escalated as needed. Your client service team owns the inquiry and routes it internally as required.</p> <p>Service Connect lets our clients create, track and update service requests in ADP's client relationship management (CRM) system. The receiving service team follows up on the request and posts updates as work progresses. You can access the Service Connect system from the service center or directly from your application.</p> <p>ADP's hosting center assumes the responsibility for managing and maintaining the application environment. Our specialists are available to provide direct assistance in resolving connectivity issues. The ADP hosting services organization also includes specialists in IT processing and support to ensure availability of the appropriate resources our clients may need.</p>
<b>SaaS-010</b>	Data Retention	Data	*Vendor shall retain data for a minimum of seven (7) years.	M	Yes	<p>The system holds 180 weeks of payroll information active as an administrator view in the employee file. After 180 weeks, the information is archived; however, the administrator still has access to retrieve and run reports off the data so long as ADP retains the data. ADP's solution archives seven years of payroll data online. We also offer clients 24x7 online access to current and historical tax information via our tax and banking portal.</p> <p>On an employee level, a rolling three years of pay and Form W-2 information can be accessed through self-service.</p>
<b>SaaS-011</b>	Data Encryption	Data	*Data shall be encrypted in transit.	M	Yes	

SaaS-012	Data Restoration	Data	Vendor shall state what capabilities exist to restore customer data in the event that it is deleted in error.	D	Yes	<p>ADP's solution holds 180 weeks of payroll information active as an administrator view in the employee file. The information is archived after 180 weeks, and archived records can be retrieved within seconds. The administrator has access to retrieve and run reports off the data as long as ADP retains the data.</p> <p>On an employee level, a rolling three years of pay and Form W-2 information can be accessed through self-service.</p> <p>The employee archiving feature supports the removal of inactive (terminated) employee records from daily tasks (such as employee lists or searches) — while still providing access to the employee information in standard reports. Administrators can include archived employees on standard reports even if they do not have the security permissions to archive employees. Criteria can be set so only employees who meet the eligibility requirements can be archived.</p> <p>Archived employee data can be restored (unarchived); all employee information entered before archiving is then also restored. All data in the solution (and changes made to the data) is trackable and auditable. Data is only purged at JCC's request.</p> <p>A user ID that has been inactive for 90 days is disabled. After an additional 90 days, inactive user IDs that are still disabled are reviewed and purged.</p>
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<b>SaaS-013</b>	Disentanglement	Data	Vendor shall outline any technical capabilities in place to return customer data at the end of the contract term.	D	Yes	Upon termination of this agreement for any reason, ADP will cooperate with JCC to provide an orderly transfer of services and will provide the staff, services and assistance reasonably required for such orderly transfer. Such services will be provided at JCC's expense at ADP's standard rates in effect at that time for such services. Such services will not require ADP to disclose any of ADP's confidential information to JCC or JCC's successor vendor.
<b>SaaS-014</b>	Customer Administration	Access	*SaaS offering shall provide customer administrator with the ability to grant and manage role-based access	M	Yes	
<b>SaaS-015</b>	Authentication	Access	Vendor shall state any single-sign-on provisions, if applicable	D	Yes	ADP supports single sign-on (SSO) framework for employee and manager self-service.  On the web, ADP supports the use of the SAML 2.0 standard in an IDP model. SP is not supported. On the ADP native mobile app, ADP supports SSO using Open ID Connect (OAuth 2.0) in an SP-initiated model.
<b>SaaS-016</b>	MFA	Access	*Vendor shall state any multi-factor authentication (MFA) provisions, if applicable.	M	Yes	In addition to the user ID and password, each administrator login is evaluated by our risk engine and assigned a risk score. To complete authentication, the user is prompted with a method that aligns with the risk score.
<b>SaaS-017</b>	Digital Identity	Security	*SaaS offering shall adhere to NIST Special Publication 800-63B, Section 5.1.1 Memorized Secrets.	M	No	ADP maintains password complexity policies. The policies meet prevailing industry standards for strength and complexity.

<b>SaaS-018</b>	Audit Logging	Security	Vendor shall state what logging and auditing capabilities (for example, logon activity) are available to the customer in the SaaS offering, if applicable.	D	Yes	<p>ADP's solution maintains security logs that include user access. The access log tracks user logins and all other security-related transactions (invalid login attempts, forgotten user ID or password attempts, changes to security questions responses and password changes). ADP can provide copies of the access logs to [Clientname] upon request.</p> <p>Logs of all critical system operations are created, retained, monitored and analyzed.</p>
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SaaS-019	Breach Policy	Security	Vendor shall provide their breach disclosure policy that outlines who they will notify, when they will notify them, and how they will notify them and what processes the vendor will follow to protect the data, customers and users following a breach.	D	Yes	<p>ADP has a well-established, mature process for vulnerability management, incident detection and response. The incident-response program is governed by our Global Security Organization (GSO) in conjunction with our legal department. The program is managed by geographically distributed, dedicated response teams, as well as senior attorney who reports to the Global Chief Privacy Officer.</p> <p>ADP’s network-based intrusion-detection system monitors traffic on the network infrastructure level (24x7) and identifies suspicious activity or potential attacks. ADP’s Critical Incident Response Center (CIRC) monitors; collects alerts/incidents; and initiates triage and forensic investigations, incident containment, eradication and recovery (depending on severity).</p> <p>ADP employs technologies to protect ADP infrastructure from DOS and hacking attacks, including:</p> <ul style="list-style-type: none"> <li>• Identity management validation and enforcement.</li> <li>• Securely configured boarder routers and switches.</li> <li>• Securely configured firewalls.</li> <li>• Secure operating system builds.</li> <li>• IDS technologies.</li> <li>• Anti-virus/anti-malware technologies.</li> <li>• Deep packet inspection technologies.</li> <li>• Stealth monitoring and policy management technologies.</li> </ul> <p>External intrusion attempts are managed according to enterprise-wide policies and procedures for reporting and managing security incidents. ADP requires the prompt reporting of all security incidents to our Global Security Organization, which is the central contact for incident intake. A preliminary analysis of the incident type, severity and impact determines if the CIRC should be activated.</p> <p>The ADP CIRC triages reported incidents to escalate as appropriate — depending on incident type, severity and impact — to internal ADP stakeholders and external organizations, including affected clients, third-party providers and/or law enforcement.</p>
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SaaS-020	Logging	Auditing & Monitoring	<p>*1. The solution shall provide logs of all user activities, transaction logs and system logs.</p> <p>*2. Should provide administration online view of logs.</p>	M	Yes	<p>Auditing is server-side. The effective-dating of all key employee data elements is a key component of ADP's solution architecture. Our clients can track the effective date of virtually any event or transaction, including employee events (hires, rate changes, job/position changes, status changes, transfers, terminations, etc.) and organizational events (new jobs, department/cost center reorganizations, new earnings/deduction types, new locations, etc.).</p> <p>The audit trail report provides information about all changes to employee data, as well as the user who made each change (it does not track views without changes). The JCC can specify the date range for the changes to be included in the report. Each user has visibility into his or her respective actions.</p>
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### Payroll Solution Service Level Requirements

RQM-ID	Abbreviated Requirement Name	Tech Category	Requirement Description	Performance Target	Minimum Performance	Yes/No	Comments
SLR-001	Application System	Availability	Production Environment - Availability	24 hours x 7 days/week (365 days/year) (excluding scheduled maintenance window)	99.90%	Yes	
SLR-002	ISO 27001 Certified	Availability	Test Environment - Availability	12 hours x 5 days/week (excluding scheduled maintenance window)	99.50%	Yes	
SLR-003	Application System	Business Continuity	Production Environment - Business Continuity	Recovery time less than (<) 24 hours	N/A	Yes	
SLR-004	Application System	Business Continuity	Production Environment - Business Continuity RTO Recovery Time Objective	Recovery time less than or equal to ( $\leq$ ) 24 hours	N/A	Yes	
SLR-005	Application System	Business Continuity	Production Environment - Business Continuity RPO Recovery Point Objective (Maximum amount of missing data)	Recovery time less than or equal to ( $\leq$ ) 1 hour	N/A	Yes	

<b>SLR-006</b>	Application System	Business Continuity	Test Environment - Business Continuity	Recovery time n/a	N/A	Yes	
<b>SLR-007</b>	Application System	Application Response Time	Application Response Time - Login Page: Total elapsed time for an end-user request except for any local ISP and local JBE infrastructure lag time.	Less than or equal to ( $\leq$ ) 3 seconds	80.00%	Yes	
<b>SLR-008</b>	Application System	Application Response Time	Application Response Time - Portal Page, subsequent pages/functions: Inclusive of standard real-time reports (does not include custom lengthy reports or uploads). Total elapsed time for an end-user request except for any local ISP and local JBE infrastructure lag time.	Less than or equal to ( $\leq$ ) 10 seconds	80.00%	Yes	
<b>SLR-009</b>	Help Desk & Support	Completion time	Disable End-User Account - During Standard Support hours.	Less than (<) 15 minutes upon receipt of authorized request	99.00%	Yes	
<b>SLR-010</b>	Help Desk & Support	Completion time	Password Reset - During Standard Support hours	Less than (<) 10 minutes upon receipt of authorized request	95.00%	Yes	

<b>SLR-011</b>	Help Desk & Support	Completion time	Terminate/Delete End-User Account - During Standard Support hours.	Less than (<) 5 Business days upon receipt of authorized request	99.00%	Yes	
<b>SLR-012</b>	Help Desk & Support	Response time	Email Response Rate (not including system generated responses)	Less than or equal to ( $\leq$ ) 1 hour	98.00%	Yes	
<b>SLR-013</b>	Help Desk & Support	Response time	Phone Call Abandonment Rate	Less than or equal to ( $\leq$ ) 2%	98.00%	Yes	
<b>SLR-014</b>	Help Desk & Support	Response time	Phone Speed to Answer (Dedicated Help Desk)	Less than or equal to ( $\leq$ ) 25 seconds	95.00%	Yes	
<b>SLR-015</b>	Help Desk & Support	Response time	Phone Time-on-Hold (Dedicated Help Desk)	Less than or equal to ( $\leq$ ) 30 seconds	98.00%	Yes	
<b>SLR-016</b>	Help Desk & Support	Response time	Phone Time-on-Hold (After Hours Help Desk)	Less than or equal to ( $\leq$ ) 40 seconds	95.00%	Yes	

<b>SLR-017</b>	Help Desk & Support	Response time	Voicemail or Pager Response Rate	Less than or equal to ( $\leq$ ) 30 minutes	98.00%	Yes	
<b>SLR-018</b>	Help Desk & Support	Support Coverage	Help Desk - "Normal Hours" Support Coverage	Monday - Friday 0700-1900 Pacific Time (7:00 am - 7:00 pm PT)	100.00%	Yes	
<b>SLR-019</b>	Help Desk & Support	Support Coverage	Help Desk - "Extended Hours" Support Coverage	Monday - Friday 1901-2200 Pacific Time (7:01 PM - 10:00 PM PT)	100.00%	Yes	
<b>SLR-020</b>	Help Desk & Support	Support Coverage	Help Desk - "After Hours" Support Coverage (e.g., pager) and Self Help Support	Monday - Friday 2201-0659 Pacific Time (10:01 PM - 6:59 am PT) and Saturday - Sunday 0000-2400 Pacific Time (including holidays and non-working periods recognized by the JCC client)	100.00%	Yes	
<b>SLR-021</b>	Incident Resolution	Completion time	Root Cause Analysis (RCA) - Resolution Reports	Less than ( $<$ ) 6 business days upon receipt of authorized request.	100.00%	Yes	

<b>SLR-022</b>	Incident Resolution	Completion time	Root Cause Analysis (RCA) - Final Report for Severity (Priority) Level 1 or 2.	Less than or equal to ( $\leq$ ) 5 business days upon incident resolution or stabilization of Severity (Priority) Level 1 or 2.	98.00%	Yes	
<b>SLR-023</b>	Incident Resolution	Response time	Root Cause Analysis (RCA) - Initial Report	Less than or equal to ( $\leq$ ) 24 hours upon Incident Resolution or Stabilization of Severity (Priority) Level 1 or 2. (OR by End of Next Business Day, if the calculated 24-hour time to provide the Initial Report, falls outside of Business Hours)	98.00%	Yes	
<b>SLR-024</b>	Incident Resolution	Scheduled review	Root Cause Analysis (RCA) - Resolution Report Monthly Review	Monthly Review of Severity (Priority) Level 1, Level 2 and Recurring Incident Areas.	100.00%	Yes	
<b>SLR-025</b>	Incident Resolution	Time to Resolve	Incident Resolution - Severity (Priority) Level 1 (e.g., Major functionality loss, no work around possible)	Less than ( $<$ ) 4 hours upon receipt of authorized request.	95.00%	Yes	
<b>SLR-026</b>	Incident Resolution	Time to Resolve	Incident Resolution - Severity (Priority) Level 2 (e.g., Major functionality loss and has work around; or Minor functionality loss with no work around)	Less than ( $<$ ) 8 hours upon receipt of authorized request.	95.00%	Yes	

<b>SLR-027</b>	Incident Resolution	Time to Resolve	Incident Resolution - Severity (Priority) Level 3 (e.g., Minor functionality loss with work around)	End-of-Next Business Day upon receipt of authorized request.	95.00%	Yes	
<b>SLR-028</b>	Incident Resolution	Time to Resolve	Incident Resolution - Severity (Priority) Level 4 (e.g., standard request, new account, etc.).	End-of-Next Business Day upon receipt of authorized request or mutually agreed prioritized request with Service Provider.	95.00%	Yes	
<b>SLR-029</b>	Incident Resolution	Time to Respond	Time to Notify Service Client (e.g., JBE) of a Severity (Priority) Level 1 or Level 2 Incident.	Less than (<) 15 minutes known to Service Provider.	100.00%	Yes	

## EXHIBIT 5 IMPLEMENTATION AND DEPLOYMENT REQUIREMENTS

### 1.0 Implementation and Deployment Services Overview

Exhibit 5 Implementation and Deployment Services Requirements sets forth the roles and responsibilities of the parties for the solution Implementation and Deployment Services to be provided. These are the services required to devise a well thought out and thorough approach, a standards and best practices based methodology and deployment plan, and a successful deployment of the solution.

The Implementation and Deployment Services shall include, but are not limited to the following:

- Kick Off Meeting
- Preliminary Business Analysis Services
- Implementation Strategy and Approach Services, including pre-implementation activities
- Deployment Planning Services
- Deployment including:
  - o Implementation Project Management Services
  - o Infrastructure Assessment Services
  - o Operational Processes & Procedures Services
  - o Solution Configuration Services
  - o Data Conversion Services
  - o Data Integration Services
  - o Document Management System Configuration Services
  - o Testing Services
  - o Cutover and Stabilization Services
  - o Training Services, including follow-up and support
- Implementation Project Management Services
  - o Demonstrated ability in large deployment projects using Project Management best practices
  - o Proven methodologies for application project strategy development

**2.0 Implementation and Deployment Services**

**All Implementation and Deployment Services are mandatory.  
Response: In-Progress requires a comment and estimated delivery date.**

<b>Item #</b>	<b>Implementation and Deployment Services</b>	<b>Response Yes/No/ In-Progress</b>	<b>Comments</b>
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2.1	Describe your implementation planning process (including project management, best practices, Organizational Change Management, Communications, and Personnel management). <i>Provide a sample plan with timelines.</i>	Yes	<p>Please see a sample implementation timeline shown below.</p> <p>Project management approach. We identify the entire set of requirements and best-practice opportunities for JCC and use this information to propose standardized practices that can dramatically impact the balance of the implementation effort. This approach permits JCC and ADP to identify a deployment strategy that addresses business needs and mitigates risk to success. Our project managers follow standard Project Management Institute (PMI) practices and guidelines.</p> <p>During the initial phases of the implementation project, objectives include:</p> <ul style="list-style-type: none"> <li>• Confirm expectations and assumptions.</li> <li>• Identify opportunities for increased efficiency, effectiveness and cost reductions (standardization, “best practices,” etc.).</li> <li>• Confirm business requirements and determine the major functionality JCC requires.</li> <li>• Confirm scope definition, methodology, plan development and scheduling.</li> <li>• Confirm roles and responsibilities for implementation and ongoing service delivery.</li> <li>• Identify implementation and deployment strategies including: change control, core team/end-user training and documentation, security, history, testing, etc.</li> <li>• Define major conversion sources, interfaces, reporting, customized processing requirements and implementation risks.</li> </ul> <p>Risks are identified so plans can be developed to eliminate or lessen their impact on the success of the implementation.</p> <p>Clear, regular communication is one of the most critical factors for a successful implementation. During the implementation, ADP’s project manager coordinates group meetings and schedules weekly status updates to help ensure milestones are met and to address any questions or concerns.</p> <p>Project team resources. A strong project management approach is a critical success factor for any project with an aggressive schedule. ADP works closely with the project leadership team to quickly jump-start the project with defined project management processes, deliverables, tools, roles and responsibilities. These elements focus the entire project team on the issues critical to meeting the stated objectives. Throughout all related efforts, we leverage ADP’s solid project management infrastructure.</p> <p>ADP provides overall project management functions — working closely with JCC management. We seek to pair JCC management and subject-matter experts with ADP counterparts so business and product knowledge work together to help ensure ADP’s solution meets your business requirements.</p> <p>ADP has primary responsibility for the conversion of the data source, as well as the creation of identified, in-scope interfaces and customized processes. JCC’s subject-matter experts provide knowledge to ADP’s analysts and programmers regarding the source legacy data, interfaces and customized processes. JCC resources need to verify ADP’s project design meets required</p>
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2.2	Describe your recommendation for roles your company personnel will assume and the roles that JBEs and third-party business partners should assume in the implementation process, as well as, the process for replacing implementation personnel.	Yes	<p>The ADP and JCC project teams are critical to a successful implementation. Highly trained specialists with practical experience will align with your project stakeholders to understand your organization, discuss common practices and design, and configure and validate your solution based on your unique requirements.</p> <p>Though actual roles may vary based on your specific ADP solution, typical ADP key roles include:</p> <p>ADP project manager. An ADP project manager is accountable for your implementation so that you can effectively participate while managing your day-to-day business. All ADP project managers complete a thorough training curriculum inclusive of project management best practices and ADP solution instruction. The project manager is JCC's central point of contact and provides strategic direction throughout the implementation. He or she partners with your project manager to ensure alignment of expectations, collaborates with the project team to ensure all milestones are achieved on time and ensures easy access to training.</p> <p>ADP implementation specialists. The implementation specialists work with you to document business requirements, configure your solution, facilitate a smooth conversion, supplement core training (as needed) and ensure functional milestones are achieved on time.</p> <p>Clear communication is one of the most critical factors for an implementation's success. ADP's project manager coordinates group meetings and weekly status updates to help ensure milestones are met at the appropriate time.</p> <p>Your dedicated client success executive is introduced during the implementation process to gain a better understanding of your needs so they can continue to provide better support and solutions following your implementation.</p> <p>Implementation personnel. ADP selects a tenured implementation team based on your solution scope, complexity and associate availability. Your satisfaction with your implementation team is a priority. JCC has the right to ask for a different project manager if, in your reasonable discretion, the project manager is not doing a good job.</p>
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2.3	Describe how your proposed management practices, procedures and tools conform to industry best practices and describe the benefits of your approach. Include coordination and control of deployment activities in order to identify and mitigate issues; overall approach to communication at all levels for the life of the project; organizational change management process; staffing level management process and personnel management process.	Yes	<p>ADP consultants always look for opportunities for improvement and offer best practices. We challenge your project team to think about process improvement and leverage our experience to offer suggestions. Some examples include:</p> <ul style="list-style-type: none"> <li>• FLSA.</li> <li>• EEO reporting.</li> <li>• Reports and analytics to alleviate manual tracking of data.</li> <li>• Data interfaces (to minimize manual or redundant data entry).</li> <li>• ACA compliance.</li> </ul> <p>In advance of your implementation, we provide a comprehensive implementation success kit that helps drive best practices from the start. The kit outlines key data points and important information you can prepare in advance, describes client resources and responsibilities and helps promote solution adoption and learning.</p> <p>In addition, through our Best Practices Intelligence Center, we help JCC optimize the business outcomes provided by your ADP solution. Our unique program draws upon insight captured from more than 5,000 performance metrics, providing best practices across HCM functions, payroll business processes, process maps and playbooks to help you solve workforce issues and drive better business outcomes.</p> <p>With 24x7 access to the best-practice portal, JCC can:</p> <ul style="list-style-type: none"> <li>• Drill down into any HCM best practice to review process flows and examine playbooks</li> <li>• Study HCM research, as well as peer and world-class performance metrics</li> <li>• Register for upcoming events</li> <li>• Download recorded webcasts and presentations</li> <li>• Review and download HCM benchmark survey output (client-specific)</li> </ul> <p>We also offer targeted, optional services to help clients maximize their investment during implementation and beyond. ADP Professional Services brings client-side support through best-in-class HCM subject matter experts with experience in ADP systems. These resources support client needs related to project management, testing and ADP/integration support and evaluation and implementation of HCM processes. This team:</p> <ul style="list-style-type: none"> <li>• Executes on change management and communications strategies with custom materials and campaigns</li> <li>• Optimizes HCM processes and use of ADP systems to help ensure proper data flow between systems and eliminate manual/redundant processes to improve data integrity</li> <li>• Supplements client staff lacking the expertise, time or resources to execute a project</li> <li>• Engages appropriate stakeholders and helps keep special projects on task</li> </ul>
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2.4	Describe how you would manage the use of any required interfaces or electronic tools that have been purchased and/or installed.	Yes	<p>Our core HCM modules, including HR management, payroll, benefits, recruitment, workforce management, reporting and ADP DataCloud, are built within a single platform and operate off a single database.</p> <p>A collection of approved, highly rated third-party business applications are also available via our digital HR storefront, ADP Marketplace. Partner applications are integrated primarily through APIs that enable the real-time transfer of data and single sign-on.</p> <p>ADP can integrate with virtually any third party. We offer several methods for sharing data with third-party systems, including:</p> <ul style="list-style-type: none"> <li>• Universal import/ADP DataBridge. A data transformation and integration tool that is leveraged by a client's ERP or a third-party HR system for automated uni-directional employee data integration into ADP's solution.</li> <li>• Client APIs. ADP supplies the data dictionary and issues credentials to the client:</li> <li>• The client's IT team writes the middleware to connect ADP's solution to the client's non-ADP application.</li> <li>• Data is pulled from ADP real-time extractions to update other client systems with information from ADP.</li> </ul> <ul style="list-style-type: none"> <li>• ADP Marketplace. ADP Marketplace helps clients create a highly customized, fully integrated HR ecosystem to enhance data-sharing capabilities across the enterprise. Apps can be pre-integrated with the client's workforce data to deliver an enhanced, seamless user experience at the client's activation/consent.</li> <li>• Import templates. Standardized templates import data into ADP's solution from an external system (manual intervention is needed).</li> <li>• Ad hoc reporting tool with automated export services. This tool supports automated scheduling and transmission of ad hoc reports.</li> <li>• Management reports. JCC-specific outbound data is exported from ADP's business engine.</li> </ul> <p>ADP provides and manages interfaces between ADP applications. Clients are responsible for providing quality data and determining authorizations, assignments and configuration parameters/settings — including workflow routings and business rules.</p> <p>JCC can use the delivered import/export capabilities to move data between your ADP solution and a third-party system. We can also work with you to create an interface option that meets your needs.</p>
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2.5	Describe the process involved in implementing any required specific configurations, e.g., California/County retirement files, deferred compensation reports, and child support payments sent to California State Disbursement Unit. Identify any local personnel required to accomplish the task.	Yes	<p>The HCM solution is highly configurable to align with JCC's business practices and preferences, as well as the functions and features activated by JCC. Configurability includes determining which pages, portlets, features and fields are accessible to any or all users; setting levels of access; defining workflow paths and security controls; and adding company logos and unlimited custom fields.</p> <p>JCC can also create your own content for use on the home page. There is also a selection of client-defined "custom" fields that can be placed in various tables to help meet your needs without having to create and maintain non-delivered functionality.</p> <p>ADP configures the solution on your behalf during implementation. Following implementation, JCC's designated self-service administrator can make configuration changes, design the look and feel of self-service screens and set up approvals and routing.</p>
2.6	Describe the process, resources, File Transfer Protocol (FTP), and expertise necessary in converting data from existing system into the new application. Include any limitations.	Yes	<p><i>ADP typically conducts a thorough analysis of the type of history records to be converted. History conversion specifics are determined during the sales process.</i></p> <p><i>If in scope, historical data conversion is recommended to include only the data required to support ongoing operations within the new model — typically three years of check history may be loaded to the database. Additional history (pay, position or status) may be converted and available for viewing as an optional service. Requirements are reviewed during project startup/business analysis and are included in the data conversion strategy.</i></p>
2.7	Describe your process for coordinating user acceptance. Identify how issues with validation of historical data conversion is handled.	Yes	<p>ADP's standard deployment delivers one production environment. Strict procedures are in place for the migration of changes to the production environment. Under our model, all clients are on the same version of the application, so any change impacts all clients using the application.</p> <p>In addition, a client sandbox (user acceptance test environment) is available. Clients can purchase this test database for short-term use during implementation or as a long-term option that moves with them into service. This sandbox is a point-in-time replica of the client's production database and allows clients to test system functionality; verify payroll processes, workflows and business rules; send data through custom interfaces built to integrate with ADP's solution; and interact with other applications that rely on APIs in a safe, secure environment.</p> <p>We need to conduct a thorough analysis of the type of history records to be converted. History conversion specifics are determined during the sales process.</p> <p>Historical data conversion is recommended to include only the data required to support ongoing operations within the new model — typically three years of check history may be loaded to the database. Additional history (pay, position or status) may be converted and available for viewing as an optional service. Requirements are reviewed during project startup/business analysis and are included in the data conversion strategy.</p>

2.8	Describe your process for communicating and implementing change management.	Yes	<p>During implementation, the ADP project manager is responsible for managing changes to the implementation project.</p> <p>If any change in the implementation project requires ADP to devote resources, expend time or otherwise incur costs not contemplated by the agreement, ADP follows change-control procedures and seeks JCC approval. All change-control items are first reviewed and approved by the ADP project manager before they are presented to JCC for approval.</p>
2.9	Describe how out-of-scope items are communicated and remediated.	Yes	The ADP Project Services team can support changes to your ADP configurations beyond the initial agreed-upon scope.
2.10	Describe your process for managing critical defect scenarios.	Yes	<p>ADP has a well-established, mature process for vulnerability management, incident detection and response. The incident-response program is governed by our Global Security Organization (GSO) in conjunction with our legal department. The program is managed by geographically distributed, dedicated response teams, as well as senior attorney who reports to the Global Chief Privacy Officer.</p> <p>ADP's network-based intrusion-detection system monitors traffic on the network infrastructure level (24x7) and identifies suspicious activity or potential attacks. ADP's Critical Incident Response Center (CIRC) monitors; collects alerts/incidents; and initiates triage and forensic investigations, incident containment, eradication and recovery (depending on severity).</p>
2.11	Describe your process for coordinating software upgrades and version management.	Yes	<p>With our hosted offering, system upgrades are included in your service agreement, generated by ADP and pushed directly to JCC. All upgrades are tested prior to being rolled out.</p> <p>We notify JCC of updates and impacts prior to performing the upgrade. Notifications are typically delivered via the "What's New" section of the application.</p> <p>Upgrades are typically performed two to three times a year; however, this frequency can vary depending on product development, client needs and compliance requirements.</p>
2.12	Describe the process employed to track and report progress, including the plan to keep the project on-time.	Yes	<p>Risks are identified so plans can be developed to eliminate or lessen their impact on the success of the implementation.</p> <p>Clear, regular communication is one of the most critical factors for a successful implementation. During the implementation, ADP's project manager coordinates group meetings and schedules weekly status updates to help ensure milestones are met and to address any questions or concerns.</p> <p>There is a continual review of progress against the plan and modifications to the plan to reflect project realities. Modifications may include ongoing resource realignments for change-control management, personnel management, etc.</p>

2.13	Describe the process and standards employed in determining when phases of deployment are satisfactorily completed.	Yes	Following implementation (approximately three months after payroll goes live), we offer a client utilization review to assess executive priorities, deliver a self-service utilization report, identify and discuss opportunities for increased utilization and present any additional resource and support options.
2.14	Describe the implementation training approach, include formats (instructor lead, on-site, in-person, online, etc.), resources (templates, reference manuals, etc.), and customer expectations.	Yes	<p><i>ADP delivers core training free of charge in a structured, virtual learning environment. Classes are facilitated by knowledgeable instructors and provide opportunities to practice on your new solution.</i></p> <p><i>Additional optional training is also available. If a client requires specialized or customized training, ADP can offer a service at a cost to facilitate specific curricula. ADP offers training focused to practitioners during implementation. In addition, job aids are available to allow clients to prepare their employees and managers to use the solution.</i></p>
2.15	Describe the post implementation support, follow-up training, and issue resolution provided to achieve a smooth transition from the legacy system to the new, with error free payroll cycles (e.g., 90-day post implementation support).	Yes	<p>ADP’s client success management organization is woven into every step of the client journey. Your client success executive is assigned at the start of your ADP engagement and remains involved throughout the entire business partnership. During implementation, he or she partners with our implementation team to provide consistent support and guidance and facilitate a smooth transition to ongoing service.</p> <p>He or she works with you — through implementation, ongoing service and optimization — to identify your desired outcomes, develop a success plan, drive accountability and help achieve overall success.</p> <p>Your ADP service team is also identified during implementation, and these associates are copied on all project documentation. After a defined number of successful payroll cycles, your ADP service team engages in ongoing support activities. A turnover meeting is conducted to ensure a steady transition.</p>
2.16	Describe the process involved in implementing any required federal, state and local configurations, e.g., implementation of federal/state statutes and rules, etc. Include any local personnel required to accomplish the task.	Yes	<p>Our system incorporates client business rules, as well as rules to adhere to IRS compliance. ADP maintains and supports all federal, state and local jurisdictional rules — including support, garnishments, liens, 401(k), etc.</p> <p>ADP is compliant with federal regulations and maintains IRS maximums within our payroll engine.</p> <p>ADP’s tax tables are maintained through updates to our proprietary payroll and tax engine. ADP maintains federal, state and local tax researchers who correspond with the agencies (as needed) regarding pending or planned tax law changes and updates. Changes are made regularly with applicable effective-dating logic to ensure JCC is always in compliance with federal, state and local regulations. In addition, ADP maintains a presence on the IRS board to ensure the most up-to-date regulatory changes are rapidly responded to on our clients' behalf.</p>



2.17	Describe the process involved in assessing and recommending how the required hardware and software will ensure improved performance for the end-users is achieved, and how it is scalable to meet future needs.	Yes	<p>ADP provides redundancy with multiple data centers, load balancing, intrusion prevention and other critical security elements. Constant monitoring systems are in place to track performance and issue alerts as needed. Our systems consistently achieve a 99.999 percent uptime each year.</p> <p>Our scaling plan ensures future growth, and system resources handle all client activity.</p> <p>If sustained activity exceeds our individual standard response time threshold, software or hardware changes will be made to bring that response time into an acceptable range. ADP constantly monitors the application and can rapidly add hardware without client service disruption. We do not impose data storage limits; there are no limitations to the number of employee HR records (active, terminated or archived) that can be maintained.</p>
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### 3.0 Implementation and Deployment Services

The following sections set forth the Contractor's tasks, roles and responsibilities and the services for which the Contractor shall be responsible. The JBE's roles and responsibilities may include or be assigned to a third-party business partner as part of a separate agreement, MOU or other mutually agreed upon instrument.

3.1	<b>Preliminary Business Analysis Services tasks, activities, roles and responsibilities, and deliverables required by the Contractor to gain sufficient knowledge about the JBE and overall requirements to enable creation of an implementation strategy and approach, a deployment plan, and to successfully deploy the Application.</b>	<b>Contractor</b>	<b>JBE</b>	<b>Issue</b>	<b>Proposed Solution &amp; Benefit to the JBE</b>
	1. Participate in meetings with the JBE, third party business partners to understand high-level requirements, priorities, and existing team and reporting structure within the organization.	X		Not applicable. ADP currently delivers these services. Therefore, no issues are anticipated.	
	2. <b>Deliverable:</b> Develop and present a Preliminary Business Analysis Plan that clearly highlights the Contractor recommended steps to obtain the required knowledge to start the deployment process. This plan should clearly articulate the key steps that will be performed by the Contractor for obtaining requisite knowledge as well as lay out the time and effort requirements from the JBE.	X			
	3. Review, approve, and accept the Preliminary Business Analysis Plan.		X		
	4. Execute the Preliminary Business Analysis Plan and obtain the required knowledge to start the deployment process.	X			
	5. <b>Deliverable:</b> Document the results of Preliminary Business Analysis and present to JBE.	X			
	6. Review, approve, and accept the results of the Preliminary Business Analysis.		X		
3.2	<b>Implementation Strategy and Approach Services tasks, activities, roles and responsibilities, and deliverables associated with developing, refining the deployment, and training strategy approach and methodology that will be used for deployment of the proposed Application.</b>	<b>Contractor</b>	<b>JBE</b>	<b>Issue</b>	<b>Proposed Solution &amp; Benefit to the JBE</b>

	1. <b>Deliverable:</b> Document and present to JBE the recommended Implementation Strategy and Approach, including a communication plan that accounts for all constituents (e.g., JBEs, and third-party business partners, etc.) and a technical environment plan that includes the scope and objectives of non-production and production environments.	X		Not applicable. ADP currently delivers these services. Therefore, no issues are anticipated.	
	2. Review, approve and accept the recommended implementation strategy and approach, communication plan, and technical environment plan.		X		
	3. <b>Deliverable:</b> Develop a Contractor Staffing Plan that identifies Contractor staff levels required at various points in the project and supports the implementation strategy and approach.	X			
	4. Review, approve and accept the Contractor Staffing Plan.		X		
	5. <b>Deliverable:</b> Recommend a JBE and/or third-party business partner Contractor Staffing Plan that identifies staff levels required at various points in the project and that will support the implementation strategy and approach.	X			
	6. <b>Deliverable:</b> Develop and present a detailed, standards-based methodology with proposed toolsets to complete this deployment initiative within time and budget.	X			
	7. Review, approve and accept the methodology and toolsets for deploying the application.		X		
	8. <b>Deliverable:</b> Provide recommendations on appropriate deployment of logical environments to support Contractor's recommended deployment strategy (e.g., testing, data conversion, etc.).	X			
	9. Review, approve and accept recommendations on appropriate deployment environments.		X		
<b>3.3</b>	<b>Implementation Services</b>				
<b>3.3.1</b>	<b>Implementation/Deployment Project Management Services tasks, activities, roles and responsibilities, and deliverables associated with developing and maintaining an Implementation/Deployment project Plan and schedule for deployment of the Application.</b>	<b>Contractor</b>	<b>JBE</b>	<b>Issue</b>	<b>Proposed Solution &amp; Benefit to the JBE</b>

<p>1. Deliverable: Develop, document and maintain the Implementation/Deployment Project Plan throughout the course of the engagement. This plan is based on the approved overall approach, methodology and use of proposed toolsets and processes. Contractor shall update this plan on a periodic basis as defined by JBE (e.g., monthly, bi-monthly). This plan shall be developed and maintained in Microsoft Project software, or an alternative project management tool approved by JBE. This plan shall include all required details such as staffing, timelines, key activities, milestones, deliverables, actual progress against plan, variances, etc. Implementation/Deployment Project Plan will take into consideration JBE holidays. Provide timelines for off-the-shelf product implementation, as well as California specific enhancement release timeline.</p>	<p>X</p>		<p>Not applicable. ADP currently delivers these services. Therefore, no issues are anticipated.</p>	
<p>2. Review, approve and accept Implementation/Deployment Project Plan</p>		<p>X</p>		
<p>3. Establish, maintain and update a Deployment Knowledge Base with all deliverables and documents within the scope of the Deployment Services. In addition to full and accurate documentation of the Contractor’s own activities, Contractor will include in the Deployment Knowledge Base all documents, information and data on which they rely to perform Deployment Services, including but not limited to the following: configuration guides, training manuals, assessment reports, user manuals, system level setup and procedures, all queries, form templates, reports and tuning parameters around the database or servers. The Deployment Knowledge Base must be fully indexed and key word searchable.</p>	<p>X</p>			

3.3.2	Infrastructure Assessment and Implementation Services tasks, activities, roles and responsibilities, and deliverables required to assess and validate all components of the technical infrastructure, will support the Application and the traffic generated through their use. These components include, but are not limited to, desktops, laptops, network elements, scanners, printers, including coordinate and manage the implementation of other needed components. In addition, during the Infrastructure Assessment, Contractor will identify gaps, formulate recommendations, and communicate an action plan for JBE to address the findings in the Infrastructure Assessment. Information will be shared with the JBE at regular and pre-defined stages of the Assessment.	Contractor	JBE	Issue	Proposed Solution & Benefit to the JBE
	1. Deliverable: Develop and document an Infrastructure Assessment Plan and template for assessing all components of the Application's technical infrastructure.	X		Not applicable. ADP currently delivers these services. Therefore, no issues are anticipated.	
	2. Review, approve and accept the Infrastructure Assessment Plan and template.		X		
	3. Perform the infrastructure assessment for all technical components for HCM Services.	X			
	4. <b>Deliverable:</b> Document and present the findings of the infrastructure assessment, including recommendations on specific areas that need to be upgraded, standardized or secured.	X			
	5. Review, approve and accept the findings of the infrastructure assessment.		X		
	6. Perform hardware and connectivity capacity planning for the Application services.	X			
	7. Review, approve and accept hardware and connectivity capacity planning.		X		
	8. <b>Deliverable:</b> Document and present an assessment of required hardware as well as the network infrastructure required at a minimum to support the rollout.	X			
	9. Review, approve and accept the hardware and network infrastructure assessment.		X		

	10. Manage the installation of any additional hardware or network infrastructure and coordinate with third parties as required.		X		
	11. Review, approve and accept the installed hardware or network infrastructure.	X			
	12. Measure bandwidth utilization and minimum hardware required to support rollout.	X			
	13. <b>Deliverable:</b> Provide documented findings of the minimum requirements for desktop hardware along with bandwidth utilization numbers to support sizing of the network to the hosting data center.	X			
	14. Review, approve and accept documented findings.		X		
<b>3.3.3</b>	<b>Deployment: Operational Processes and Procedures Services tasks, activities, roles and responsibilities, and deliverables required to assess the existing processes and procedures, perform a gap analysis with the process options compatible with the Application and develop and document recommended case management operational processes and procedures that will be utilized with the Application. Also, identify out of scope items.</b>	<b>Contractor</b>	<b>JBE</b>	<b>Issue</b>	<b>Proposed Solution &amp; Benefit to the JBE</b>
	1. Identify current operational processes and procedures used for HCM by working in conjunction with the JBE and third-party business partners.	X		Not applicable. ADP currently delivers these services. Therefore, no issues are anticipated.	
	2. Deliverable: Assess the existing (“as is”) operational processes and procedures against the end state (“to be”) Application configurations, processes and procedures, develop recommendations on processes that will meet requirements, and include out of scope items.	X			
	3. Review, approve and accept the “as is” versus “to be” assessment and the process recommendations.		X		
	4. <b>Deliverable:</b> Document approved procedures in an approved format.	X			
	5. Review, approve and accept approved procedures.		X		

	6. <b>Deliverable:</b> Develop and provide a business impact analysis based on the “as is” versus “to be” assessment.	X			
	7. Review, approve and accept the business impact analysis.		X		
<b>3.3.4</b>	<b>Deployment: Configuration Services tasks, activities, roles and responsibilities, and deliverables required to configure the Application to support business processes.</b>	<b>Contractor</b>	<b>JBE</b>	<b>Issue</b>	<b>Proposed Solution &amp; Benefit to the JBE</b>
	1. Conduct training sessions/system walkthroughs for JBE staff to provide an understanding of the application and business context for configurations.	X		Not applicable. ADP currently delivers these services. Therefore, no issues are anticipated.	
	2. Conduct SME Education Sessions about system and configuration impacts.	X			
	3. Identify end state (“to be”) configurations by working in conjunction with the JBE and third-party business partners.	X			
	4. <b>Deliverable:</b> Develop a detailed application configuration strategy that will meet requirements.	X			
	5. Review, approve and accept the “as is” versus “to be” assessment and the configuration strategy.		X		
	6. <b>Deliverable:</b> Develop and document a detailed application configuration plan that links to data exchange configuration.	X			
	7. Review, approve and accept the detailed application configuration plan.		X		
	8. <b>Deliverable:</b> Create and maintain a detailed application configuration workbook incorporating all recommended Configuration Items (CIs).	X			
	9. Review, approve and accept the detailed application configuration workbook.		X		
	10. Configure approved CIs as documented in the detailed application configuration workbook into the Application.	X			
	11. <b>Deliverable:</b> Create and submit a detailed configuration workbook listing the final Application configuration, including any out-of-scope items.	X			
	12. Review, approve and accept the configuration workbook.		X		

	13. Perform Application Configuration Services activities in synchronization with the Data Integration Services	X			
	14. Identify Forms, Notices, and Reports requirements and design by working in conjunction with the JBE and third-party business partners.	X			
	15. <b>Deliverable:</b> Forms, Notices, and Reports Design Documents		X		
	16. Review, approve and accept Forms, Notices, and Reports Design Documents.	X			
	17. Test approved configurations based on the Detailed Application Configuration Workbook. Unit test the configuration.	X			
	18. Identify defects and changes.		X		
	19. Remediate identified defects and changes.	X			
<b>3.3.5</b>	<b>Deployment: Data Conversion Services tasks, activities, roles and responsibilities, and deliverables associated with the assessment, planning, mapping, scripting, conversion and testing required for the conversion of data from the current systems to the Application.</b>	<b>Contractor</b>	<b>JBE</b>	<b>Issue</b>	<b>Proposed Solution &amp; Benefit to the JBE</b>
	1. Identify sources of data from the current systems by working in conjunction with the JBE and/or third-party business partners.	X		Not applicable. ADP currently delivers these services. Therefore, no issues are anticipated.	
	2. <b>Deliverable:</b> Assess the existing (“as is”) sources of data (including software, code, functionality, and data) against the end state (“to be”) Application and develop a detailed Data Conversion Strategy and Data Conversion Plan for each source of data based on the assessment.	X			
	3. Review, approve and accept the detailed Data Conversion Strategy and Data Conversion Plan.		X		
	4. <b>Deliverable:</b> For each source of data, develop and document the detailed data schema/maps from current systems to the Application.	X			



	5. <b>Deliverable:</b> For each source of data, identify and document data elements which cannot be converted through the automated tools and/or other exceptions and develop a plan to achieve data conversion through alternative means (e.g., manual conversion, manual entry).	X			
	6. Review, approve and accept mapping and plan for converting data elements which cannot be converted through automated tools and/or other exceptions.		X		
	7. Configure data conversion tools, as required to perform data conversion.	X			
	8. Provide all relevant technical documentation (development/configuration manuals etc.) on such data conversion scripts and tools.	X			
	9. Perform data conversion through automated or manual processes as approved by JBE.	X			
	10. <b>Deliverable:</b> Create a comprehensive Data Conversion Test Plan for each source of data.	x			
	11. Review, approve and accept all Data Conversion Test Plans.		X		
	12. <b>Deliverable:</b> Conduct data conversion testing using Contractor's validation process, identify errors and exceptions and document and provide a report on the testing results to JBE.	X			
	13. Conduct data conversion re-testing until requirements are met.	X			
	14. Review, approve and accept conversion testing and retesting results.		X		
3.3.6	<b>Deployment: Data Integration Services tasks, activities, roles and responsibilities, and deliverables associated with the assessment, planning, design, development, modification, and testing of the data exchanges between the JBE and third-party business partners, and the Application. This includes third party business partner exchanges and electronic services, as well as the Application portal.</b>	<b>Contractor</b>	<b>JBE</b>	<b>Issue</b>	<b>Proposed Solution &amp; Benefit to the JBE</b>

1. Create an inventory of data exchanges (local and outside exchanges) including internal, third-party business partners, Contractor exchanges and portal access, and create a Gap Analysis that assesses the existing (“as is”) state and scope of exchanges against the end state (“to be”) and scope of exchanges.	X		Not applicable. ADP currently delivers these services. Therefore, no issues are anticipated.	
2. Identify data exchange requirements between the current JBE and partner systems and the Application, and analyze them against proposed data exchange standards, access requirements, etc. and present recommended exchanges to the JBE.	X			
3. Ensure that such data exchange requirements between the JBE and partner systems and the Application are identified by working in conjunction with the JBE and third-party business partners (e.g., county, benefit administrators, retirement agencies). Additionally, ensure that any gaps or exceptions identified in configuration or data conversion affecting data exchanges as well as deficiencies in the data exchange standards are also assessed.	X			
4. <b>Deliverable:</b> Develop and provide to JBE, a Gap Analysis that includes recommendations on the new exchanges that need to be configured and developed.	X			
5. Review, approve and accept the Gap Analysis.		X		
6. Discuss Gap Analysis results with third party business partners.	X			
7. <b>Deliverable:</b> Develop and maintain a detailed Data Exchange Deployment Plan consisting of the end-to-end process for exchange deployment (from the “as is” to the “to be” states) including organization of local data exchange deployment team, including JBE, Contractor and third-party business partner resources, as needed.	X			
8. Review, approve and accept the detailed Data Exchange Deployment Plan		X		
9. <b>Deliverable:</b> Develop and maintain a data integration pre-testing activities workbook including connectivity of Contractors/partners, development of JBE policy file, and configuration of exchanges.	X			

	10. Review, approve, and accept the pre-testing activities workbook.		X		
	11. Perform the necessary activities to configure and deploy exchanges as required and approved by the JBE.	X			
	12. <b>Deliverable:</b> Conduct data exchange deployment (for both local and third-party exchanges) and integration testing using Contractor's validation process, identify errors and exceptions and document and provide testing and traceability matrix results to JBE.	X			
	13. Conduct data exchange deployment and integration re-testing until requirements are met.	X			
	14. Review, approve and accept data exchange deployment and integration testing and retesting results.		X		
	15. Provide JBE with one data integration technical subject matter expert, as requested by the JBE.	X			
	16. Perform Data Integration Services activities in synchronization with the Application Configuration Services.	X			
<b>3.3.7</b>	<b>Implementation: Testing Services tasks, activities, roles and responsibilities, and deliverables associated with planning and executing testing for Acceptance by the JBE of the entire set of contracted Deployment requirements (e.g., configuration, exchanges).</b>	<b>Contractor</b>	<b>JBE</b>	<b>Issue</b>	<b>Proposed Solution &amp; Benefit to the JBE</b>
	1. Deliverable: Develop, document and maintain a Test Plan for all Deployment Services, including the plan for end-to-end testing, network performance testing, data integration testing, Application configuration testing, roles-based access testing, and Acceptance testing. The Test Plan will define criteria for entering and exiting the various test phases.	X		Not applicable. ADP currently delivers these services. Therefore, no issues are anticipated.	
	2. Review, approve and accept the Test Plan.		X		
	3. Prepare and document test cases, test scripts and test data as required by the Test Plan.	X			
	4. Review, approve and accept test cases, test scripts, and test data.		X		

	5. Deliverable: Perform end-to-end testing, network performance testing, data integration testing, Application configuration testing, mock cutover testing, and roles-based access testing, using industry standard methodologies and best practices. Such testing shall include testing for any and all Application release versions issued prior to Final Acceptance of the Services.	X			
	6. Support Acceptance testing processes.	X			
	7. Conduct Acceptance testing.		X		
	8. <b>Deliverable:</b> Manage, identify, classify, and document any Deployment Services-related deficiencies or errors found as a result of testing, using prescribed tools.	X			
	9. Resolve Deployment requirements-related deficiencies and errors found as a result of testing. Such Reapplication shall include retesting.	X			
	10. <b>Deliverable:</b> Document and provide the testing and retesting and traceability matrix results for approval.	X			
	11. Develop any additionally needed test scripts for any subsequent Application releases prior to a Final Acceptance of the Services.	X			
	12. Review, approve and accept testing, retesting and traceability matrix results.		X		
<b>3.3.8</b>	<b>Implementation: Cutover and Stabilization Services tasks, activities, roles and responsibilities, and deliverables required to successfully manage the Cutover from existing systems to the Application (“go live” support) without affecting the day-to-day functioning and ensuring that the transition process to the Application is completed quickly and in the most efficient manner possible.</b>	<b>Contractor</b>	<b>JBE</b>	<b>Issue</b>	<b>Proposed Solution &amp; Benefit to the JBE</b>
	1. <b>Deliverable:</b> Define and document the Cutover and Stabilization Services Plan to be performed by Contractor.	X		Not applicable. ADP currently delivers these services. Therefore, no issues are anticipated.	
	2. Review, approve, and accept the Operational Cutover and Stabilization Services Plan.		X		

	3. Perform and coordinate cutover activities in accordance with the Cutover and Stabilization Services Plan.	X			
	4. Provide expert on-site support to JBE-personnel during the Cutover, to ensure that the Cutover and transition are performed smoothly.	X			
	5. Provide expert on-site reapplication of any issues or problems that may arise in the post-Cutover transition stabilization period and/or manage reapplication through approved processes and procedures.	X			
	6. Perform all activities as provided, at minimum, in the defined exit criteria.	X			
	7. Coordinate with JBE help desk as required, including problem management and Incident management processes.	X			
	8. Train help desk and provide requisite help desk scripts and tools for Deployment Services and daily support and maintenance.	X			
	9. Review, approve, and accept scripts.		X		
<b>3.3.9</b>	<b>Implementation: Training Services tasks, activities, roles and responsibilities, and deliverables associated with training the configuration administrators and end-users for the purpose of supporting the Application and fully utilizing the functions and features of the Application through formal training (which may include classroom training, computer or web-based training) and informal methods during the Deployment.</b>	<b>Contractor</b>	<b>JBE</b>	<b>Issue</b>	<b>Proposed Solution &amp; Benefit to the JBE</b>
	1. <b>Deliverable:</b> Develop, document and maintain a Training Plan, including training schedule, instructor requirements, facilitator requirements, module/class structure, facilities requirements, alternative facility options, specific training data issues, and identify if using training partners.	X		Not applicable. ADP currently delivers these services. Therefore, no issues are anticipated.	
	2. Review, approve and accept the Training Plan.		X		
	3. <b>Deliverable:</b> Provide Application configuration and administration training to administrators.	X			

	4. <b>Deliverable:</b> Provide Application End-User training and help desk training.	X			
	5. <b>Deliverable:</b> Provide ongoing, pre-scheduled Application End-User training and help desk training for any subsequent Application releases prior to Final Acceptance of the Services.	X			
	6. Create and maintain the training configurations on the Application training instances as requested.	X			
	7. <b>Deliverable:</b> Provide specified End-Users with ongoing, pre-scheduled operational training for any subsequent Application releases prior to Final Acceptance of the Services.	X			
	8. Review, approve, and accept training.		X		
<b>3.10</b>	<b>Implementation Project Management Services tasks, activities, roles and responsibilities, and deliverables associated with providing project management throughout the term of the engagement.</b>	<b>Contractor</b>	<b>JBE</b>	<b>Issue</b>	<b>Proposed Solution &amp; Benefit to the JBE</b>
	1. Provide project strategy and direction including overall scope and timelines.		X	Not applicable. ADP currently delivers these services. Therefore, no issues are anticipated.	
	2. Provide, and review with JBE, Contractor project metrics reporting on Contractor's accomplishment of milestones, SLRs and associated deliverables.	X			
	3. Review, approve and accept project metrics, SLRs, milestones and deliverables.		X		
	4. Develop and present remediation plans to resolve Deployment Services related issues.	X			
	5. Review, approve and accept remediation plans to resolve Deployment Services related issues.		X		
	7. Coordinate the Application releases between the pre-production environments to the production environment.	X			
	8. Participate as requested in technical and business planning/governance meetings to establish and communicate decisions.	X			
	9. Adhere to Incident and problem management processes and tools.	X			

10. Contractor Project Manager shall schedule and conduct weekly project status meetings with appropriate Contractor resources in accordance with the Project Communications Plan with Court Project Manager and other key participants as the Project Manager may require.	X			
11. Participate in weekly project status report meetings.		X		
12. <b>Deliverable:</b> Provide written weekly project status reports to the JBE Project Manager including status updates of applicable items in the Project Plan (e.g., the project schedule) in a format agreed to by JBE, including escalation of any issues and risks that may impact Critical Milestones, as well as issue and risk mitigation actions.	X			
13. Execute projects using PMI best practices including standard project life cycle activities, project initiation, planning, execution, control and closure, and Acceptance.	X			
14. Coordinate all Services, activities and dependencies and serve as the single point of contact/interface to JBE including coordinating Contractor, Third Party and Court resources to ensure the on-time delivery of tested/quality checked deliverables as defined in the Project Plan.	X			
15. Prepare and present a quarterly Executive Management Report in a mutually agreed upon format.	X			
16. <b>Deliverable:</b> Provide a Change Management Plan outlining the review process for documenting and approving changes in project scope.	X			
17. Provide single portal access for all documents and reports	X			
18. Provide a regular Implementation Summary Report that includes current status of milestones and all SLRs.	X			
19. Review, approve and accept Implementation Summary Report.		X		
20. <b>Deliverable:</b> Develop overall approach and strategy to manage and maintain a Deployment Knowledge Base that will contain deployment documents and deliverables from deployment, including recommendations on content, structure and tools.	X			

	21. Review, approve and accept overall approach and strategy to manage and maintain a Deployment Knowledge Base.		X		
	22. Deliverable: Manage and maintain the specified Deployment Knowledge Base throughout the Application deployment process, incorporating Application documents and deliverables.	X			
	23. <b>Deliverable:</b> Update the Deployment Knowledge Base with all deliverables and documents as a part of Cutover and Stabilization Services.	X			
	24. Review, approve and accept the updated Deployment Knowledge Base after all deliverables and documents.		X		



# Sample Implementation Timeline

## ADP WorkforceNow® Implementation Timeline

Phase	Week Date	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	
		8/2	8/9	8/16	8/23	8/30	9/6	9/13	9/20	9/27	10/4	10/11	10/18	10/25	11/1	11/8	11/15	11/22	11/29	12/6	12/13	12/20	12/27	1/3	1/10	1/17	1/24	1/31	2/7	
Initiation	Project Kickoff Collect Company Level Data, Policies and Requirements Identify Security Administrator Initial Client Data Files - populates Analysis tool and used to develop conversion strategy. Masterfile and Balance data required																													
	Business Needs Analysis: Payroll, HR, Talent and Time (as applicable) Data Conversion Planning and Mapping Training Enrollment & Delivery Begins Oracle Data Bridge Inbound to ADP Analysis Establish Security Framework																													
Design & Build	Solution Configuration Report and Interface Development Data Extraction, Conversion & Load Strategic Services - Change Management Client completed all training Client Test Time file delivery																													
	Delivery of WFN Database & Masterfile (noted by star) Verify Employee Data Build out Security and Workflows Additional Solution Training Delivered Unit Testing + Payroll Compare Testing Conversion Maintenance Update																													
	Dual Maintenance Begins																													
Production	ADP Workforce Now Solution Live Final Balances Loaded First and Second Processing Support Manager and Employee Self Service																													
	Transition to Service Phase Two items as applicable Carrier Connections Optimization (Accelerator)																													



Phase	Key activities	Average resource commitment per phase
<b>Initiation</b>	<ul style="list-style-type: none"><li>• Project kickoff</li><li>• Collect company level data, policies and requirements</li><li>• Identify security administrator</li></ul>	<b>1-2</b> hours per week
<b>Design and build</b>	<ul style="list-style-type: none"><li>• Business needs analysis: payroll, GL, PTO, HR, time, benefits, etc., based on solution</li><li>• Data conversion planning and mapping</li><li>• Training enrollment and delivery begins</li><li>• Establish security framework</li><li>• Solution configuration</li><li>• Report and interface development</li><li>• Data extraction, conversion and load</li></ul>	<b>4-8</b> hours per week
<b>Validation</b>	<ul style="list-style-type: none"><li>• Delivery of WFN database and master file</li><li>• Verify employee data</li><li>• Build out security and workflows</li><li>• Additional customized solution training delivered</li><li>• Unit testing and parallel payroll</li></ul>	<b>8-12</b> hours per week
<b>Production</b>	<ul style="list-style-type: none"><li>• ADP Workforce Now solution fully live</li><li>• Time punching begins</li><li>• Final balances loaded</li><li>• First and second processing support</li><li>• Manager and employee self service</li><li>• Benefits carrier connection testing</li><li>• Transition to service</li><li>• Prepare for third processing</li></ul>	<b>8-12</b> hours per week

#### 4.0 Service Level Requirements

1. A key objective of this outsourcing agreement is to attain Service Level Requirements (SLRs). SLRs associated with Deployment Services are detailed in the following section.
2. Contractor shall provide electronic reports to the JBE regarding Contractor's compliance with the SLRs specified in this Master Services Agreement.

**Table 1. Variance to Deployment Plan SLRs**

<b>Definition</b>	Measurement of the variance between the Contractor and JBE agreed completion dates of key project activities, milestones and Deliverables identified in the Deployment Plan and actual completion dates.		
<b>Type</b>	<b>Service Measure</b>	<b>Performance Target</b>	<b>SLR Performance %</b>
<b>Adherence to Deployment Plan Key Activities and Milestones</b>	Variance from Deployment Plan	Variance of key activities and milestones dates < 10%	100%
	Formula	(Number of milestone dates missed)/Total number of milestone dates	
	Measurement Interval	Measure Bi-weekly	
	Reporting Period	Report Bi-weekly	
	Measurement Tool	TBD	

**Table 2. Post Deployment Incident Resolution SLRs**

<b>Definition</b>	Time to Resolve Incidents and Problems to different Priority Level classifications following Incident classification as a configuration/implementation Incident. This pertains to Incidents and problems occurring between the “Go-Live” date and the end of the Cutover period for the JBE.		
Incident Resolution	Service Measure	Performance Target	SLR Performance %
Severity 1 or 2 Incident Notification	Time to respond	< 15 minutes	All 100% ONLY
Severity Level 1	Time to Resolve	< 4 hours	100%
Severity Level 2	Time to Resolve	< 8 hours	100%
Severity Level 3	Time to Resolve	< 40 hours	100%
Severity Level 4	Time to Resolve	15 days	90.00%
Root Cause Analysis	Time to report	Within 24 hours of Incident Resolution for Priority Level 1 or 2	100.00%
	Formula	Number of requests completed within performance target/total of all requests occurring during Measurement Interval	
	Measurement Interval	Measure Weekly	
	Reporting Period	Report Monthly	
	Measurement Tool	TBD	

**Table 3. Priority Levels**

Priority Level	Description
1 - Emergency/Urgent	A Priority Level 1 Incident is generated if it is an incident based on configuration, data conversion, data exchange or FNR (Forms, Notices and Reports) activities and has severely impacted the application or component such that the application or component cannot reasonably continue to operate and there is no Workaround available.
2 - High	A Priority Level 2 Incident is generated if it is an incident based on configuration, data conversion, data exchange or FNR (Forms, Notices and Reports) activities and has severely impacted the application or component such that the application or component cannot reasonably continue to operate, but a Workaround is available.
3 - Medium	A Priority Level 3 Incident is generated if it is an incident based on configuration, data conversion, data exchange or FNR (Forms, Notices and Reports) activities and has impacted the application or component such that the non-critical component of the application is unavailable, will not work or is not operating as expected and there is a Workaround available.
4 - Low	A Priority Level 4 Incident is generated if there is a Problem other than Priority Level 1, Priority Level 2, and Priority Level 3 Incidents.

<b>5.0 Requirements Definitions</b>	
5.1	<b>Application</b> - the complete payroll module and any other required modules, including all associated software, data exchanges, and external systems to be implemented by vendor.
5.2	<b>Training Plan</b> - the plan the vendor shall develop for conducting end-user and configuration administrator Application training.
5.3	<b>Critical Milestones</b> - those milestones, activities, actions, and projects identified as such in this Agreement, but are not limited to this Agreement. Additional milestones may be negotiated by individual JBE.
5.4	<b>Customer Satisfaction</b> - a subjective rating obtained through customer satisfaction surveys conducted from time to time in accordance with terms defined herein.
5.5	<b>Cutover</b> - going-live on the Application, at one or more locations, and where all personnel who are provided access to the payroll solution are able to access the Application and perform their normal daily operations using the production environment of the Application.
5.6	<b>Final Acceptance</b> - written Acceptance of all Services and Deliverables including signoff on all exit criteria as defined in the Cutover and Stabilizations Services.
5.7	<b>Incident</b> - either a (i) single event or (ii) abnormal activity for a function monitored by vendor, each requiring a vendor response typically denoted by a request for service or identification of a problem. JBE or designee will determine the Incident Priority Level of each reported incident. Vendor will provide an escalation procedure (to be approved by JBE) for resolution of reported and non-reported incidents.
5.8	<b>Incident Resolution</b> - the point at which the vendor has responded to an Incident and has either: (a) conducted and successfully completed a Root Cause Analysis on a problem and appropriately corrected both the results and the cause of the problem; or (b) has provided an appropriate answer to an inquiry or an informational question that is understood by and acceptable to JBE or designee. In both cases, the Incident is not resolved until JBE or designee is convinced and satisfied that it has been resolved.
5.9	<b>Implementation and Deployment Project Plan</b> - plan the vendor shall develop with respect to the Implementation and Deployment Services, as defined in Exhibit 5.
5.10	<b>Knowledge Transfer Plan</b> - plan the vendor shall develop and execute transferring the knowledge required for vendor to start the implementation process, as defined in Exhibit 5.
5.11	<b>Measurement Interval</b> - the period in which a given SLR is measured (e.g., one (1) month, one (1) year, etc.).
5.12	<b>Measurement Tool</b> - a tool used to measure processes, equipment, and network systems.

5.13	<b>Performance Target</b> - is defined as the desired level of service JBE or designee is seeking for that particular Service Level Requirement.
5.14	<b>Priority Level</b> - a defined category that identifies the degree of business criticality and importance of specific Incidents and the associated vendor response requirements attributed to any such Incident. The Priority Level table categories and descriptions set forth in Exhibit 5 apply to all Services.
5.15	<b>Reporting Period</b> - the interval of time between providing reports. Unless otherwise specified, all reports are provided on a bi-weekly basis within three (3) Business Days of the close of the reporting period.
5.16	<b>Resolve or Resolution</b> - to repair, replace, reconfigure, reinstall, re-route, or otherwise provide a complete solution to an Incident that returns the system and/or end-user(s) to non-degraded full functionality. Implementing a workaround is a partial or temporary resolution.
5.17	<b>Root Cause Analysis</b> - a problem analysis process undertaken to identify and quantify the underlying cause(s) of an Incident and document the necessary corrective actions to be taken to prevent recurring problems and/or trends which could result in problems.
5.18	<b>Implementation Plan</b> - the plan for deployment of the Application that the vendor shall develop and maintain throughout the course of the Implementation/Deployment Services in accordance with Exhibit 5.
5.19	<b>Workaround</b> - a temporary solution that vendor, JBE, or third-party business partner can implement in the event of an Incident as an alternate method of providing full Service or process functionality that allows the affected system(s) and/or process(es) to deliver to JBE an acceptable level of business operations functionality until a permanent Incident Resolution can be implemented. Any such Workaround must be acceptable to and approved by JBE.

## **EXHIBIT 6**

### **SERVICE TERMS AND CONDITIONS**

The following service-specific terms are incorporated into each Participating Addendum based upon the Services in scope therein. For purposes of this Exhibit 6, references to ADP shall mean Contractor and references to Client shall mean Participating Entity.

#### **1. Definitions**

##### **1.1. ADP HCM Services.**

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

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

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

**3. State Unemployment Insurance (SUI) Management Services.** ADP becomes the unemployment insurance address of record. ADP requests the state to send unemployment insurance claims, charges, tax rates and related information to ADP and Client receives a quarterly summary of all claims.

**4. ADP Wage Garnishment Services.** Administration of child support orders, creditor garnishments, tax levies, bankruptcies, and student loan liens; which includes garnishment data and order processing, response and notification services, payment processing and disbursement of payments to the appropriate payees, and inquiry management for employees, custodial parents, agencies, and other third parties.

**5. ADP Wage Payment Services.** Payment of wages, commissions, consulting fees, or similar compensation or work-related expenses in the employment context to employees and independent contractors via direct deposit, check, or payroll debit cards, in each case only to the extent the method of payment delivery is available and in scope, and online posting of pay statements to the extent applicable.

**1.1.2. ADP Dependent Verification Services.** One-time and/or ongoing dependent audit services to help verify that only eligible dependents are enrolled in company-sponsored benefits.

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

**1. WFN EI-9 Services.** Electronic I-9 administration and onboarding services to help facilitate and manage I-9 and related employment eligibility verification processes.

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

**1. ADP Screening Services.** Background screening services to help facilitate the employment screening process(es).



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

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

**1.1.6. ADP Tax Credit Services.** Services to help employers with financial incentive programs created by federal, state, and local governments, including Work Opportunity Tax Credit (WOTC), geographic credits, demographic credits, training credits, economic development incentives and property tax abatements.

**1.1.7. ADP Time & Attendance Services.** Support of time-related services, including time data collection, employee scheduling, timecard reviews and approvals, and consistent application of time-related policies.

**1.1.8. ADP Workforce Now.** ADP's web-based portal which provides a single point of access to ADP online solutions and employee-facing websites and resources related to payroll, HR, benefits, talent, and time and attendance.

## **1.2. General**

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

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

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

**1.2.4. "Affiliate"** means, with respect to any entity, any other entity that controls, is controlled by or under control with such first entity. For purposes of this Agreement, "control" (or variants of it) means the ability, whether directly or indirectly, to direct the management and action of an entity by means of ownership, contract or otherwise.

**1.2.5. "Agencies"** has the meaning set forth in Section 5.9.1.2.

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

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

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

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

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

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

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

**1.2.13. "CFPB Summary of Your Rights Under FCRA"** has the meaning defined in Section 5.5.4.5.

**1.2.14. "Consumer"** has the meaning set forth in Section 5.5.4.4.

**1.2.15. "Court Filed Notification"** has the meaning set forth in Section 5.9.2.

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

**1.2.17. "e-IWO Program"** has the meaning set forth in Section 5.9.5.

**1.2.18. "Employment Purposes"** means evaluating a consumer for employment, promotion, reassignment, or retention as an employee, as set forth in 15 USC § 1681a(h), or as otherwise set forth in other applicable laws or regulations.

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

**1.2.20. "E-Signature Feature"** means the electronic signature feature allowing the Client and/or its job applicants the ability to digitally or electronically sign documents relating to WOTC Services.

**1.2.21. "Flash Signatures"** has the meaning set forth in Section 5.9.3.

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

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

**1.2.24. "I-9 Handbook"** means the current USCIS Handbook for Employers: Instructions for Completing Form I-9 (M-274).

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

**1.2.26. "Incentive"** means tax, financial or operational benefits, including tax credits, pursued through the Services provided, in whole or part, by ADP.

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

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

**1.2.29. "Notice to Users"** has the meaning set forth in Section 5.5.4.1.

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

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

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

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

**1.2.34. "Permissible Purpose"** means the purpose for which a Screening Report may be used.

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

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

**1.2.37. "Screening Report(s)"** means a report ordered by Client pursuant to the ADP Screening Services.

**1.2.38. "Screening Compliance Review"** has the meaning set forth in Section 5.5.9.

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

**1.2.40. "USCIS"** means U.S. Citizenship and Immigration Services.

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

## **2. Compliance**

**2.1. Online Statements.** If Client instructs ADP to provide online pay statements, Forms W2, Forms 1099, or Forms 1095-C without physical copies thereof, Client will be exclusively responsible for determining if and to what extent Client's use of online pay statements, Forms W2, Forms 1099, or Forms 1095-C satisfies Client's obligations under applicable laws and the consequences resulting from such determinations.

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

## **3. Third Party Software**

**3.1. Third Party Software.** Notwithstanding anything to the contrary in this Agreement, ADP Time & Attendance Services shall be subject to the additional licensing or access terms set forth at [www.adp.com/tlmterms.aspx](http://www.adp.com/tlmterms.aspx).

## 4. Suspension and Termination

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

### 4.2. Additional Termination Provisions.

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

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

**4.2.3. Additional Termination Provisions for Screening Services.** Either party may terminate the Screening Services at any time upon 30 days prior written notice to the other party. Further, if ADP determines that Client has failed to comply with any provision of this Agreement pertaining to the ADP Screening Services, ADP may, at its sole discretion and upon notice to Client, immediately suspend the ADP Screening Services.

**4.2.4. Additional Termination Provisions for ADP Tax Credit Services.** If (i) an ADP subcontractor notifies ADP that it is no longer willing or able to provide any or all of the Tax Credit Services specific to business incentives and (ii) ADP determines, in its commercially reasonable judgment, that it cannot engage a successor subcontractor, then ADP may terminate the affected Services upon at least 90 days prior written notice to Client.

**4.2.5. Additional Termination Provisions for ADP Time & Attendance Services.** If ADP determines that Client has failed to comply with any potentially applicable laws and regulations applicable to the Biometric Services, ADP may, in its sole discretion, immediately suspend or terminate the Biometric Services. Notwithstanding the foregoing, ADP will use commercially reasonable, good faith efforts to provide Client with at least ten (10) days' advanced notice of any such suspension or termination.

**4.2.6. Additional Suspension Provisions for ADP Wage Garnishment Services.** If ADP reasonably determines that it can no longer provide any or all of the ADP Wage Garnishment Services due to changes in applicable law or application of existing law, ADP may suspend the applicable portion of the ADP Wage Garnishment Services that it is no longer able to perform. ADP will use commercially reasonable, good faith efforts to provide Client with at least ten (30) days' advanced notice of any such suspension. Upon suspension, Client will (i) be responsible for payment of Client's wage garnishment and voluntary deduction amounts associated with that portion of the ADP Wage Garnishment Services suspended and not otherwise collected from Client by ADP including, without limitation, any judgments, court costs, legal fees, and interest accruing after the date of such termination and (ii) be responsible for its garnishment answer and filing obligations. In the event such suspension exceeds 30 days, such suspension shall become a termination.

## **5. Additional Terms**

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

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

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

**5.1.3. Disclaimer.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE SCOPE OF SERVICES, CLIENT EXPRESSLY ACKNOWLEDGES THAT ADP IS NOT THE "ADMINISTRATOR" OR "PLAN ADMINISTRATOR" AS DEFINED IN SECTION 3(16)(A) OF ERISA AND SECTION 414(g) OF THE CODE, RESPECTIVELY, NOR IS ADP A "FIDUCIARY" WITHIN THE MEANING OF ERISA SECTION 3(21), NOR IS ADP A "HEALTH CARE CLEARINGHOUSE" WITHIN THE MEANING OF SECTION 1171 OF THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996, AS AMENDED ("HIPAA") AND CLIENT SHALL NOT REQUEST OR OTHERWISE REQUIRE ADP TO ACT AS SUCH. ADP SHALL NOT EXERCISE ANY DISCRETIONARY AUTHORITY OR DISCRETIONARY CONTROL RESPECTING MANAGEMENT OF ANY PLAN OR MANAGEMENT OR DISPOSITION OF ANY PLAN ASSETS. ADP SHALL NOT RENDER INVESTMENT ADVICE FOR A FEE OR OTHER COMPENSATION, DIRECT OR INDIRECT, WITH RESPECT TO ANY MONIES OR OTHER PROPERTY OF ANY PLAN, NOR DOES ADP HAVE ANY AUTHORITY OR RESPONSIBILITY TO DO SO. ADP HAS NO DISCRETIONARY AUTHORITY OR DISCRETIONARY RESPONSIBILITY IN THE ADMINISTRATION OF THE PLAN(S).

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

**5.2.1. Important Tax Information (IRS Disclosure) for U.S. Only.** Notwithstanding Client's engagement of ADP to provide the ADP Employment Tax Services in the United States, please be aware that Client remains responsible for the timely filing of payroll tax returns and the timely payment of payroll taxes for its

employees. The Internal Revenue Service recommends that employers enroll in the U.S. Treasury Department's Electronic Federal Tax Payment System (EFTPS) to monitor their accounts and ensure that timely tax payments are being made for them, and that online enrollment in EFTPS is available at [www.eftps.gov](http://www.eftps.gov); an enrollment form may also be obtained by calling (800) 555-4477; that state tax authorities generally offer similar means to verify tax payments; and that Client may contact appropriate state offices directly for details.

**5.3. WFN EI-9 Services.** The following additional terms and conditions apply to the WFN EI-9 Services.

**5.3.1. Use of Services.** Client shall, and cause the members of the Client Group, receiving the WFN EI-9 Services to do the following:

**5.3.1.1.** Review the USCIS Form I-9, which is the employment eligibility verification form issued by the DHS, including instructions in the form and the guidelines in the current I-9 Handbook, each of which is available on the USCIS website, currently located at <http://www.uscis.gov/i-9central>. Client certifies that it has reviewed the current USCIS Form I-9 and the I-9 Handbook and that it agrees to comply with the applicable policy and procedures set forth therein, and any future new or amended policies or procedures, as required by law. Client will ensure availability of the most recent version of the USCIS Form I-9 and the I-9 Handbook to all employees authorized to complete the USCIS Form I-9 on behalf of Client and/or its Affiliates.

**5.3.1.2.** Client is responsible for reviewing reports available to Client on the WFN EI-9 Services and for resolving (or causing the applicable employee to take action to resolve) missing or incomplete Forms I-9. This includes communicating with the employee in question and the submission or resubmission of the missing or incomplete Form I-9.

**5.3.1.3.** ADP executed a Memorandum of Understanding with the DHS as the E-Verify employer agent. E-Verify is the DHS's employment eligibility verification program which allows participating employers to electronically verify the employment eligibility of each newly hired employee and/or employee assigned to a covered federal contract. The following is required as it relates to the use of E-Verify through ADP and will apply only to the extent Client is using E-Verify through ADP:

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

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

5.3.1.3.3. Review and comply with the policy and procedures contained in the E-Verify User Manual for Employers, and any superseding policy and procedures, available to Client on the WFN EI-9 Service.

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

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

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

**5.3.2. Form I-9 Retention.** During the term of the Agreement, ADP will store electronic copies of Forms I-9 in the WFN EI-9 Services for a minimum of three years from the employee's hire date or until one year after the employee ceases to be employed by Client (or the applicable Affiliate), whichever is later (or as otherwise required by changes to federal regulations that come into effect hereafter). Upon termination or expiration of the Agreement, ADP shall use commercially reasonable methods to transfer all electronically stored Forms I-9 to Client in accordance with ADP's current security policies. Upon termination of the WFN EI-9 Services, Client shall be solely responsible for storage of copies of Forms I-9.

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

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

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

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

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

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

**5.5. ADP Screening Services.** The following additional terms and conditions apply to the ADP Screening Services:

**5.5.1. General.** The ADP Screening Services are provided by ADP Screening and Selection Services, Inc., an Affiliate of ADP, and references to ADP in this Section 5.5.1. shall be deemed to be references to ADP Screening and Selection Services, Inc. ADP is neither acting as an agent of Client nor making hiring decisions for or on behalf of Client. All consumer inquiries as to decisions based on Screening Reports are to be addressed by Client.

**5.5.2. Screening Credentialing.** Credentialing may be required before Client is granted access to certain of the ADP Screening Services and additional credentialing may be required from time to time, including, but not limited to, for access to credit reports and motor vehicle records, as applicable.

**5.5.3. Screening Reports.** Client is solely responsible for ensuring its own compliance with applicable laws and regulations in requesting, using, and maintaining Screening Reports, and for maintaining Screening Reports sufficient to comply with Client's document retention policies. Client will have access to the Screening Reports through ADP's online ordering system for at least one year from the applicable order date. ADP will follow reasonable quality assurance procedures with respect to preparing Screening Reports. However, because the information contained in Screening Reports is obtained from third party sources including without limitation, and by way of example only, former employers, courts, and motor vehicle departments, ADP is not responsible for any errors or omissions in such third-party information.

**5.5.4.** Client understands and agrees that it shall do (and shall cause Client Group to do) the following:

- 5.5.4.1 Review the Notice to Users of Consumer Reports: Obligations of Users under FCRA ("**Notice to Users**"), available at [www.adpselect.com/lqldocs/FCRANotices.pdf](http://www.adpselect.com/lqldocs/FCRANotices.pdf), and perform the legal obligations set forth in the Notice to Users.
- 5.5.4.2 Request, use, and maintain Screening Reports in a manner consistent with applicable laws and regulations, as well as Client's own hiring and document retention policies.
- 5.5.4.3 Use the information provided by ADP for one-time use, solely for Employment Purposes (the "**Permissible Purpose**") in accordance with applicable laws and regulations.
- 5.5.4.4 Before requesting any Screening Report from ADP, make a clear and conspicuous disclosure to the individual who is the subject of the Screening Report (the "**Consumer**") that a Screening Report may be obtained for the Permissible Purpose, making such disclosure in writing and in a document consisting solely of the disclosure.
- 5.5.4.5 If a Screening Report constitutes an "investigative consumer report," as defined by FCRA, make a clear and accurate disclosure to the Consumer, as required by 15 U.S.C. § 1681d(a)(1), including without limitation a copy of the CFPB Summary of Your Rights Under FCRA, as applicable. "**CFPB Summary of Your Rights Under FCRA**" means the document prepared pursuant to 15 U.S.C. §1681g titled "A Summary of Your Rights Under the Fair Credit Reporting Act", a copy of which as of the Effective Date is available at the following URL: <https://www.consumer.ftc.gov/articles/pdf-0096-fair-credit-reporting-act.pdf>. Further, upon written request by the Consumer within a reasonable period of time after such Consumer's receipt of the disclosure required by 15 U.S.C. § 1681d(a)(1), timely make a complete and accurate written disclosure to such Consumer of the nature and scope of any investigation requested.
- 5.5.4.6 Obtain written authorization from the Consumer for each Screening Report prior to requesting any Screening Report and retain such written authorization.
- 5.5.4.7 Ensure full compliance with FCRA and all other applicable laws and regulations.
- 5.5.4.8 If Client forms an intent to take an adverse action, based in whole or in part on any information contained in a Screening Report obtained from ADP, Client must provide (prior to taking the intended adverse action) proper additional notices to the Consumer, including without limitation a copy of the Screening Report obtained, a copy of the CFPB Summary of Your Rights Under FCRA, and any other documentation required by FCRA or any other applicable law or



regulation. After providing such additional pre-adverse action notice, Client shall provide the Consumer a reasonable opportunity to dispute information contained in a Screening Report prior to Client's making a final adverse hiring decision or taking any other adverse action based on any information contained in a Screening Report. If Client then decides to make a final adverse action, based in whole or in part on any information contained in a Screening Report obtained from ADP, Client will provide such additional notices required under FCRA and any other applicable law or regulation, which shall include, at a minimum: (1) the name, address and telephone number of ADP; (2) a statement that ADP did not make the adverse decision and is not able to explain why the decision was made; (3) a statement setting forth the Consumer's right to obtain a free disclosure of the Screening Report from ADP if the Consumer makes the request within 60 days; and (4) a statement setting forth the Consumer's right to dispute directly with ADP the accuracy or completeness of any information in the Screening Report.

- 5.5.4.9 Take all measures to ensure that Screening Reports are requested, accessed, and/or viewed only by Client's designated representatives, with the understanding that Client may disclose information within any Screening Report to the Consumer, in accordance with applicable laws and regulations.
- 5.5.4.10 Be responsible for the final verification of the Consumer's identity and for the security and dissemination of the customer number provided to Client.
- 5.5.4.11 Ensure that Client's designated representative(s) do not attempt to obtain any Screening Report on themselves or on any other person, except in the exercise of their official duties.
- 5.5.4.12 Not resell any Screening Report or any of the information contained in a Screening Report.
- 5.5.4.13 Notify ADP in writing within 10 days of any changes to Client's company name, federal tax identification number, address, telephone number, contact person, sale or closure of business, merger, change in ownership of 50% or more of the stock or assets of Client, or any change in the nature of Client's business that would in any way affect Client's right to request and receive Screening Reports.
- 5.5.4.14 To the extent Client purchases employment reference verification services in connection with the ADP Screening Services, Client certifies it has read and agrees to comply with the terms of use issued by ADP's vendor, TALX Corporation, set forth at the following URL: [www.adpselect.com/lqldocs/EmploymentInformationTerms.pdf](http://www.adpselect.com/lqldocs/EmploymentInformationTerms.pdf), as the same may be amended from time to time upon notice to Client.

**5.5.5. Client Certifications for Screening Reports requested with respect to Consumers in the United States.** Client certifies and covenants to each of the certifications and covenants in the Screening Services Certifications Appendix, and Client certifies to such certifications and covenants each time Client orders a Screening Report with respect to a Consumer in the United States.

**5.5.6. Client Alerts.** Client understands that from time-to-time ADP may provide information regarding laws and regulations applicable to users of Screening Reports, including, but not limited to, information pertaining to a user's legal obligations and responsibilities under FCRA and other applicable laws and regulations. Any information provided by ADP, including, but not limited to, information available for reference on "The Guide" at [www.adpselect.com](http://www.adpselect.com), is provided for educational purposes only and is not legal advice. Client understands and agrees that it should review all applicable laws and regulations and consult with experienced counsel for legal advice.

**5.5.7. Client Compliance.** Client understands and agrees that it (and not ADP) is solely responsible for ensuring compliance with all laws applicable to users of Screening Reports, including, but not limited to, the disclosure and authorization requirements imposed by 15 U.S.C. § 1681b(b)(2), the disclosure requirements imposed by 15 U.S.C. § 1681d(a)-(b), the pre-adverse action notice obligations imposed by 15 U.S.C. § 1681b(b)(3), and the adverse action notice obligations imposed by 15 U.S.C. § 1681m.

**5.5.8. Substance Abuse Testing.** To the extent substance abuse testing services and medical services in the United States only are included in connection with the ADP Screening Services, ADP will provide such substance abuse testing services and medical services via a vendor that specializes in the applicable industry. Further, as part of the substance abuse testing services, required medical reviews of the substance abuse testing services will be provided by a medical review officer (MRO), who will be engaged, as needed, by such vendor or its subcontractor. MRO services will be provided in accordance with applicable laws and regulations.

**5.5.9. Screening Compliance Review.** Within 10 days following ADP's request, Client shall make available for ADP's review such records as ADP deems necessary to determine that Client is in compliance with applicable laws and regulations relating to the ADP Screening Services and the Agreement ("**Screening Compliance Review**"), which records may include, without limitation, Consumer and vendor authorizations/consents, but shall not include Client's financial records. Client's cooperation with Screening Compliance Reviews is essential to and required for the continued provision of the ADP Screening Services. If either (i) Client fails to cooperate with ADP in the conduct of a Screening Compliance Review or (ii) ADP determines that Client has failed to comply with any laws or regulations applicable to the ADP Screening Services, ADP may, in its sole discretion and upon notice to Client, immediately suspend or terminate the ADP Screening Services.

**5.6. State Unemployment Insurance (SUI) Management Services.** The following additional terms and conditions apply to the SUI Management Services:

**5.6.1. Provision and Transfer of Information.** Client will provide ADP with accurate, complete and timely information necessary for ADP to perform the SUI Management Services, including without limitations, the claimants' names, relevant dates, wage and separation information, state-specific required information, and other documentation to support responses to unemployment compensation agencies. Client will transfer this information via (i) on-line connection between ADP and Client's computer system or (ii) inbound data transmissions from Client to ADP, using mutually acceptable communications protocols and delivery methods. Client will promptly notify ADP in writing if Client wishes to modify the communication protocol or delivery method.

**5.6.2. Definition of Claim; Claim Cap.** For purposes of the SUI Management Services provided under this Agreement and billed to Client, a "claim" shall be defined as a claim notice generated by a state agency as a result of an individual filing for unemployment insurance benefits. In addition, Client acknowledges and agrees that (i) claim notices are typically generated for each state unemployment tax ID number under which an employee had worked and earned wages; (ii) state unemployment agencies generally issue multiple claim notices per individual as identified by a Social Security Number during the benefit eligibility period upon receiving a request for unemployment benefits; and (iii) all such claim notices require review ADP (e.g., including but not limited to, last employer claims, base period employer claims, periodic qualification claims, additional benefit claims, renewed claims and extended benefit claims). Client further acknowledges and agrees that an applicable claim cap applies to the fees for SUI Management Services and that the claim cap shall be stated on the Pricing and Financial Terms and will be based on all claim notices processed by ADP as a result of an individual filing for unemployment benefits. The number of claims counted for billing purposes will be reported to Client by ADP as "Claims Processed" via on-line reports.

**5.7. ADP Tax Credit Services.** The following additional terms and conditions apply to the ADP Tax Credit Services:

**5.7.1. ADP Obligations.**

**5.7.1.1.** ADP will, with Client's reasonable assistance, prepare all necessary paperwork, complete all procedural tasks, and communicate on Client's behalf with appropriate officials concerning the Incentives.

**5.7.1.2.** ADP will provide Client with appropriate reports which summarize the results of the Incentive-related activities and savings realized.

**5.7.2. Additional Terms for ADP Tax Credit Services.**

**5.7.2.1. Additional ADP Obligations.**

**5.7.2.1.1.** Coordinate the collection and filing of documentation necessary for the WOTC certification process.

**5.7.2.1.2.** Calculate Incentives based upon reported eligible wages of qualified employees.

**5.7.2.2. Client Obligations.**

**5.7.2.2.1.** Completion of the WOTC screening by job applicants is voluntary. With respect to participating applicants who complete the screening, the applicable WOTC statute provides that such applicants must be screened for eligibility on or before the day the individual is offered employment with the employer. Client is solely responsible for causing its participating applicants to screen for WOTC eligibility in a timely manner via Client's chosen screening method.

**5.7.2.2.2.** Client acknowledges that it will be required to make certain elections and decisions and will instruct ADP regarding the Client's WOTC program and process setup during the implementation of the Services and/or on an ongoing basis. Such elections, decisions and directives to ADP may impact Client's compliance with applicable laws or WOTC program requirements. Client is solely responsible for making such elections and decisions and providing such directives to ADP, and Client will be solely responsible for the consequences of the same.

**5.7.2.2.3.** If Client elects an electronic screening method, Client will provide job applicants with secure access to the ADP Application Program to screen applicants for WOTC eligibility.

**5.7.2.2.4.** Client will assist job applicants/employees, as applicable, in completing forms and submitting documentation to ADP.

**5.7.2.3. Electronic Signature Feature.** ADP may, in its discretion as a prerequisite to Client's receipt and continued use of the WOTC services, offer Client and/or its job applicants the ability to digitally or electronically sign ("**E-Signature Feature**")

documents relating to WOTC. Client will cooperate with ADP as reasonably requested to implement and utilize the E-Signature Feature (including, providing one or more duly authorized Client signatures for use). ADP may, at any time upon notice to Client, terminate, suspend or limit the E-Signature Feature.

**5.7.2.4. WOTC Indemnity.** Client will defend ADP against any third party claims and will indemnify and hold ADP harmless from any resulting damages awards or settlement amounts in any claim or cause of action to the extent such claim or cause of action is based on or arises from: (a) any allegation that Client's screening or other WOTC processes violate any applicable law, regulation or WOTC program requirement (including, without limitation, the requirement to screen job applicants for WOTC eligibility on or before the day the applicant is offered employment with Client); and/or (b) any action ADP performs or undertakes in connection with the WOTC services pursuant to any instruction, directive, request, election or representation of Client. The foregoing indemnity will not apply, and Client will not be liable for any claims, to the extent such claims arise from the gross negligence or willful or criminal misconduct of ADP; provided, however, that notwithstanding the foregoing or anything to the contrary contained herein, ADP will be under no duty to review any Client instruction, directive, request, election or representation relating to or affecting the WOTC services.

**5.7.2.5. Refund/Credit of Fees.** Notwithstanding anything in this Agreement to the contrary, ADP will not be required to refund or credit to Client any fees related to a revocation, denial or rejection of a WOTC Incentive if and to the extent such revocation, denial or rejection was caused by Client's failure to comply with all applicable laws, regulations and program requirements applicable to the WOTC services.

**5.7.3. Disclaimer.** ADP does not guarantee that any Incentives will be obtained by Client as a result of the Services. Further, ADP is not a tax preparer and is not responsible for Client's federal, state or local tax returns.

**5.8. ADP Time & Attendance Services.** The following additional terms and conditions apply to the ADP Time & Attendance Services:

**5.8.1. Time & Attendance Hardware.**

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

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

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

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

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

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

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

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

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

5.8.2.1.2.1. notifying Biometric Users in writing that Client, its vendors, and/or the licensor of Client's time and attendance software are collecting, capturing, or otherwise obtaining Biometric Users' Biometric Data, and that Client is providing such Biometric Data to its vendors and the licensor of Client's time and attendance software; such notice will specify the purpose and length of time for which Biometric User's Biometric Data is being collected, stored, and used;

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

purpose disclosed by Client, and authorizing Client to provide such Biometric Data to its vendors and the licensor of Client's time and attendance software; and

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

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

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

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

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

5.9.1. **Description of Services; Authorization.**

5.9.1.1. ADP will act solely as a third party service provider of garnishment data evaluation, data processing and payment processing. ADP may from time to time provide Client reasonable instructions or best practice recommendations which Client may follow. However, the ADP Wage Garnishments Services are not a substitute for the advice of an attorney. Client agrees that ADP is not a law firm, does not provide legal advice or representation and that no attorney-client relationship exists or will be formed between ADP and Client.

5.9.1.2. Client authorizes ADP to (i) use Client's data to populate document templates and create garnishment responses and other standard form documents, (ii) file documents on Client's behalf and at its direction where permitted by the relevant court or agency,

and (iii) prepare and serve written notices to third parties on Client's behalf and at its direction. ADP will perform the ADP Wage Garnishment Services in accordance with and subject to the documents and information provided to ADP by Client or agencies (including federal and state tax, credit and child support agencies, courts, levying officers and bankruptcy trustees (collectively, "**Agencies**"), or by any other third parties from whom Client has directed or authorized ADP and ADP has agreed to accept such documents and information. In the event ADP has any questions relating to the application of same to a particular set of facts or if an employee of Client notifies ADP of his or her objection to ADP's evaluation or application of the same, then ADP will notify Client of such questions or objections. Client will be responsible for obtaining answers to any such questions or resolving such objections.

**5.9.1.3.** Client will be solely responsible for cases or claims by third parties against ADP unless the case or claim directly results from an ADP error or omission.

**5.9.2. Court Filed Notifications.** To the extent Client appoints ADP to perform court filed notification services (e.g., creditor garnishments), Client will review a copy of each ADP standard form notification that ADP will use to produce, submit and/or file such garnishment notice with a court of law (each, a "**Court Filed Notification**") as part of the ADP Wage Garnishment Services and hereby directs ADP to utilize such Court Filed Notifications on Client's behalf. ADP will be responsible for (i) monitoring changes in applicable rules that impact the format of each Court Filed Notification, (ii) implementing changes to the Court Filed Notification forms as deemed necessary, in ADP's reasonable discretion, to address such changes in applicable rules, and (iii) notifying Client of any such changes by providing Client with a copy of any modified Court Filed Notification form. Notwithstanding the foregoing, Client will be responsible for making its own determination as to the legal sufficiency of each standard form, as modified by ADP from time to time, and their continued use by ADP on Client's behalf in each jurisdiction. Client will be responsible for providing a consenting party (including any required notarization) to execute each Court Filed Notification created by ADP on Client's behalf. Except for ADP's obligations stated in this Section, ADP will not be liable hereunder to Client or any third party for the legal sufficiency of the format of any Court Filed Notification utilized by Client hereunder.

**5.9.3. Flash Signatures.** ADP may, in its discretion and in accordance with its client reference guides and set-up and approval process, offer Client digitized client signature and notary stamp and notary signature functionality ("**Flash Signatures**") as an optional feature of the Wage Garnishment Services. Notwithstanding anything to the contrary in this Agreement, ADP will not be responsible for the design or compliance of Flash Signatures and makes no representations, warranties or determinations regarding the compliance of the use of Flash Signatures on Court Filed Notifications. To the extent Client elects to use Flash Signatures on its Court Filed Notifications, Client is responsible for ensuring that such signatures are, in Client's view, consistent with Client's compliance requirements.

**5.9.4. Accuracy and Timeliness of Data.** Client is responsible for: (i) any errors or omissions caused by any of Client's third-party service providers, if Client does not receive ADP hosted payroll services, and (ii) the way in which Client's payroll system utilizes data provided by ADP to Client in connection with ADP's provision of the ADP Wage Garnishment.

**5.9.5. Electronic Income Withholding Orders Program.** To the extent Client chooses to participate in the Electronic Income Withholding Orders Program (the "**e-IWO Program**"), Client authorizes ADP as its third-party service provider to receive, rely upon, and process electronic income-withholding orders/notices from the Office of Child Support Enforcement that have been issued by jurisdictions participating in the e-IWO Program. Client understands that there is a 30-day startup period for orders to convert from hard-copy documents mailed to Client to the electronic method. For the jurisdictions participating in the e-IWO program, Client will continue to forward to ADP all income-withholding orders/notices or related documentation it receives. Client agrees to provide

written notice to ADP at least 45 days in advance if it wishes to no longer participate in the e-IWO Program. Client also agrees that ADP may, at its sole discretion, discontinue participation in the e-IWO Program at any time.

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

**5.10.1. ADPCheck; Direct Deposit.** Client agrees not to distribute any ADPChecks to Payees in a manner that would allow Payees to access the associated funds before pay date. Prior to the first credit to the account of any employee or other individual under ADP Direct Deposit Services, Client shall obtain and retain a signed authorization from such employee or individual authorizing the initiation of credits to such party's account and debits of such account to recover funds credited to such account in error.

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

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

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

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



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

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

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

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

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

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



## Screening Services Certifications Appendix

**Client certifies and covenants to each of the following, and Client certifies and covenants to and each the following each time Client orders a Screening Report with respect to a Consumer in the United States:**

1. Client certifies that it will use the Screening Reports and information contained therein only for the Permissible Purpose. Relatedly, Client certifies that it will not use the Screening Report or information therein for any other purpose.

2. Client certifies that it has read the Notice to Users and that it has read and understands Client's obligations under FCRA, as well as the possible penalties for requesting Screening Reports under false pretenses or without a permissible purpose.

3. Client agrees not to place an order for or otherwise request a Screening Report unless (1) it has provided to the applicable Consumer a clear and conspicuous disclosure in writing, in a document consisting solely of the disclosure, that a consumer report may be obtained for the Permissible Purpose and (2) such Consumer has authorized in writing the procurement of the Screening Report. Client, therefore, certifies that, prior to placing any order for a Screening Report, it will provide the required disclosures to the Consumer and receive the required authorizations from such Consumer in accordance with FCRA, including, but not limited to, in compliance with 15 U.S.C. § 1681b(b)(2).

4. Client certifies that it will comply with the pre-adverse and adverse action notice requirements contained in 15 U.S.C. §§ 1681b(b)(3) and 1681m, if it is considering taking an adverse action against a Consumer.

5. Client certifies that it will not use information from any Screening Report in violation of any applicable laws or regulations, including, but not limited to, any applicable federal or state equal employment opportunity law or regulation.

6. Client agrees that the action of placing an order for or otherwise requesting a Screening Report constitutes an affirmative certification to ADP as to the Consumer in question, and that by placing an order for or otherwise requesting a Screening Report, Client is certifying as to the Consumer in question that: (1) Client has provided the Consumer a clear and conspicuous disclosure in writing, in a document consisting solely of the disclosure, that a consumer report may be obtained for Employment Purposes; (2) that the Consumer has authorized in writing the procurement of the Screening Report; (3) if applicable, it will comply with 15 U.S.C. § 1681b(b)(3) (Client's pre-adverse action obligations); and (4) no information in the Screening Report will be used in violation of any applicable laws or regulations, including, but not limited to, any applicable federal or state equal employment opportunity law or regulation.

7. Client agrees not to place an order for or otherwise request a Screening Report that constitutes an "investigative consumer report," as defined by FCRA, unless it has provided a clear and accurate disclosure to the Consumer, as required by 15 U.S.C. § 1681d(a)(1), including without limitation a copy of the CFPB Summary of Your Rights under FCRA, as applicable. Client, therefore, certifies that prior to placing any order for a Screening Report that constitutes an "investigative consumer report," as defined by FCRA, it will provide the required disclosures to the Consumer and receive the required authorizations from the Consumer in accordance with FCRA, including, but not limited to, in compliance with 15 U.S.C. § 1681d(a).

8. Client certifies that for any Screening Report constituting an "investigative consumer report," as defined by FCRA, it will provide additional disclosures as required by 15 U.S.C. § 1681d(b). Specifically, Client certifies that it will comply with 15 U.S.C. § 1681d(b) by timely making a complete and accurate written disclosure to the Consumer of the nature and scope of any investigation it requests, upon request made by the Consumer within a reasonable period of time after receipt of the disclosure required by 15 U.S.C. § 1681d(a)(1).



9. Client agrees that by placing an order for or otherwise requesting a Screening Report that constitutes an “investigative consumer report,” as defined by FCRA, the action of placing the order or otherwise requesting such a Screening Report constitutes an affirmative certification as to the Consumer in question, and that Client is, therefore, certifying as to the Consumer in question, that: (1) it has provided to the Consumer the written disclosures for investigative consumer reports, as required by 15 U.S.C. §1681d(a)(1), including without limitation a copy of the CFPB Summary of Your Rights under FCRA, as applicable; and (2) if applicable, it will comply with the additional disclosure requirements imposed by 15 U.S.C. § 1681d(b).

10. To the extent Client purchases employment reference verification services in connection with the ADP Screening Services, Client certifies it has read and agrees to comply with the terms of use issued by ADP’s vendor, TALX Corporation, set forth at [www.adpselect.com/lqldocs\EmploymentInformationTerms.pdf](http://www.adpselect.com/lqldocs\EmploymentInformationTerms.pdf), as the same may be amended from time to time upon notice to Client.

**EXHIBIT 7**  
**FEES, PRICING AND PAYMENT TERMS**

- 1. General.** Subject to the terms of this Agreement, Contractor shall invoice the PARTICIPATING JBE, and the PARTICIPATING JBE shall compensate Contractor, as set forth in this Exhibit 7. The amounts specified in this Exhibit shall be the total and complete compensation to be paid to Contractor for its performance under this Agreement. Contractor shall bear, and the PARTICIPATING JBE shall have no obligation to pay or reimburse Contractor for, any and all other fees, costs, profits, taxes or expenses of any nature that Contractor incurs.
- 2. Compensation for Services.**

  - 2.1 Amount.** Contractor will invoice the amounts for Services or Deliverables that the PARTICIPATING JBE will be accepting, in accordance with the pricing tables set for in Exhibit 8, Cost Sheet. The prices set forth in Exhibit 8 may not increase without the written consent of the Establishing JBE during the Term of this Agreement.
  - 2.2 Withholding.** When making a payment tied to the acceptance of Deliverables, the PARTICIPATING JBE shall have the right to *withhold fifteen percent (15%)* of each such payment until the PARTICIPATING JBE accepts the final Deliverable.
  - 2.3 No Advance Payment.** The PARTICIPATING JBEs will not make any advance payments.
- 3. Expenses.** Except as set forth in this section, no expenses relating to the Goods, Services, and Deliverables shall be reimbursed by the PARTICIPATING JBEs.

  - a. **Allowable Expenses.** Contractor shall not submit for reimbursement any categories of expenses.
- 4. Invoicing and Payment**

  - 4.1 Invoicing.** Contractor shall submit invoices to the Participating JBEs in arrears no more frequently than monthly. Contractor's invoices must include sufficient information and supporting documentation applicable to the Participating JBE. Contractor and Participating JBE shall mutually agree to billing guidelines and processes.
  - 4.2 Payment.** The Participating JBE will pay each correct, itemized invoice received from Contractor after acceptance of the applicable Services or Deliverables, in accordance with the terms of this Agreement and the applicable Participating Addendum. Notwithstanding any provision to the contrary, payments to Contractor are contingent upon timely and satisfactory performance of Contractor's obligations.

- 5. Required Certification.** Contractor hereby certifies that any request for reimbursement from a PARTICIPATING JBE will not include reimbursement for costs incurred to assist, promote, or deter union organizing. If Contractor incurs costs or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from the PARTICIPATING JBE was sought for these costs, and Contractor will provide those records to the Attorney General upon request.
- 6. No Implied Acceptance.** Payment does not imply acceptance of Contractor's invoice, Goods, Services, or Deliverables. Contractor shall immediately refund any payment made in error. The PARTICIPATING JBE shall have the right at any time to set off any amount owing from Contractor to the PARTICIPATING JBE against any amount payable by the PARTICIPATING JBE to Contractor under this Agreement.
- 7. Taxes.** Unless otherwise required by law, the PARTICIPATING JBE is exempt from federal excise taxes and no payment will be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The PARTICIPATING JBE shall only pay for any state or local sales, service, use, or similar taxes imposed on the *Services rendered or equipment, parts or software supplied* to the PARTICIPATING JBE pursuant to this Agreement.

***END OF EXHIBIT 7***

**EXHIBIT 8  
COST SHEET**

**PAYROLL SERVICES COST SHEET**

<b>INSTRUCTIONS: all instructions and requests must be complete.</b>				
	<p style="text-align: center;"><u>Cost Template</u> No other document will be accepted as a substitute.</p> <p>1. Column C - describe the service/option.</p> <p>2. Column D - provide the cost, or indicator, a. Service/option included in payroll cost = INC. b. Service/option not offered or included = N/A.</p> <p>3. Column E - use the code to identify the frequency.</p>	<p style="text-align: center;"><u>Sample Payroll Solution Implementation Order</u></p> <p>1. Use the following JBE information to prepare the <i>Payroll Solution Implementation Sample</i>, a. Size - Small/Medium (51 - 200 FTE). b. Bi-weekly payroll schedule</p> <p>2. Include the minimum services/options required to implement the Payroll Solution.</p>		
ID	Services or Options	Description	Cost	Cost Frequency One-time = OT; Per Form = PF; Per Month = PM; Per Pay = PP
CS-000	Payroll System Implementation	Varies based on configuration and size. Not a one size fits all charge.	Varies	OT
CS-001	Licensing Fees	We do not charge licensing fees.	\$0.00	N/A
BA-002	Benefit Administration System Interface	Based on number of employees. See ADP tiered appendix.	\$3.51-\$3.38- \$3.15-\$2.93- \$2.70	PM
BA-004	COBRA Administration	ADP does not offer COBRA administration but can work with any vendor JCC prefers. If you do not have a partner, we refer to HealthEquity and WageWorks.	N/A	N/A
BA-005	Unemployment Insurance Management	One rate for all size organizations.	\$0.60	PM
HR-002	Human Resource System Interface	Based on number of employees. Please see ADP tiered appendix.	\$1.95-\$1.88- \$1.75-\$1.63- \$1.50	PM
II-000	Customization	This varies based on job complexity and customization.	TBD	N/A
II-006	Unique interface files - retirement, etc.	Marketplace APIs available on the marketplace and each may vary.	TBD	Depends on vendor and connection method. Vendor may charge a fee.

II-007	Data Exchange	We do not charge for data being exchanged.	N/A	N/A
P-002	Cloud Service	We do not charge a cloud fee.	N/A	N/A
P-002	Hosting Service	We do not charge a hosting fee.	N/A	N/A
P-002	Data History Load	Custom Professional Service that needs to be scoped.	Varies	OT
P-002	Payroll Processing	There is no line for weekly, so I am adding it here.	\$2.25	
PY-005	Bi-weekly		\$2.90	PP
PY-005	Semi-monthly		\$2.90	PP
PY-005	Monthly		\$3.90	PP
PY-015	Garnishment	Wage Garnishment processing and payments are included.	Included	Included
PY-028	Checks			
PY-029	Printing		Included in per payroll cost above.	
PY-029	Delivery to multiple locations		Postage Pass Through	
PY-031	Special Payrolls or Off Cycles		Varies	
PY-032	Direct Deposit		No Charge	
PY-033	Split between check and direct deposit		No Charge	
PY-034	Split between multiple bank accounts		No Charge	
RP-000	Custom Reports		Varies	
RP-000	Reporting		Included	
RP-001	Standard		Included	
RP-001	Ad Hoc		Included	
RP-003	Quarterly and Year-end		Included	
RP-007	New Hire Reporting		Included	
RP-008	California specific (AB 119, GCC, etc.)		Depends on form and modules chosen.	
RP-009	General Ledger Interface File		Included	
RP-009	Labor Cost Distribution		Depends on modules chosen.	
RP-013	Vendor Remittance		Not an AP AR system	
RP-014	GASB 75		Included	
RP-015	FMLA AND CFRA		Included	
RP-A02	EE0-4		Included	
RP-A03	Online Form Access Fee		None	
RP-003	W-2s		\$3.00	PF
RP-003	W-2 Reporting Fee		None	None
RP-003	W-2 Paper Form Fee		None	None
RP-005	ACA Compliance Management	Varies based on configuration and size. Not a one size fits all charge.	\$1.17-1.13-1.05-0.98-0.90	PM
RP-005	ACA Printing - Form 1095-C		Included in the above	

RP-005	ACA Reporting		Included in the above	
SaaS Tech	SaaS Service			
ST-000	Ongoing Maintenance, Support, and Training		We do not charge for this unless special or custom work is requested.	
ST-000	Upgrades		None	
ST-002	Service Model - include a dedicated point of contact		Included in costs	
ST-003	New Functionality Training		N/A	
ST-004	Implementation of Federal and State Mandates		N/A	
ST-005	Implementation of New Functionality		N/A	
ST-009	Test Environment		UAT Included	
TA-001	Time and Attendance Processing	Varies based on configuration and size. Not a one size fits all charge. Pricing for essential time is included to the right.	\$3.12-3.00-2.80-2.60-2.40	
TA-004	Electronic Time Entry	Varies based on configuration and size. Not a one size fits all charge. Pricing for enhanced time is included to the right.	\$4.29-4.13-3.85-3.58-3.30	
TS-000	Tax Service			
TS-000	Payroll Deposits			
TS-000	Wire Fee			
TS-000	Quarterly Filing			
TS-000	Amendments			
TS-A04	W-2 Form Re-issue Fee		\$3.00	
CS-DSV	Discounted Services			
CS-OSO	Other Services/Options			
CS-OSO	Analytics	Varies based on employee count.	\$0.94-0.90-0.84-0.78-0.72	
CS-OSO	Clocks (in/out)		\$125.00	
CS-OSO	Compliance Management		Included	
CS-OSO	Consolidated Invoice Management		Included	
CS-OSO	Document Cloud	Varies based on employee count.	\$0.78-0.75-0.70-0.65-0.60	
CS-OSO	Performance Management	Varies based on employee count.	\$0.78-0.75-0.70-0.65-0.60	
CS-OSO	Talent Management	Varies based on employee count. Compensation and Recruiting are two separate talent modules.	\$0.78-0.75-0.70-0.65-0.60	
CS-OSO	Vendor Reconciliation and Payment		Included	



**Payroll Services Cost Sheet**

**INSTRUCTIONS: all instructions and requests must be complete.**

**Cost Template**  
 No other document will be accepted as a substitute.  
 1. Column C - describe the service/option.  
 2. Column D - provide the cost, or indicator,  
     a. Service/option included in payroll cost = INC.  
     b. Service/option not offered or included = N/A.  
 3. Column E - use the code to identify the frequency.

**Sample Payroll Solution Implementation Order**  
 1. Use the following JBE information to prepare the *Payroll Solution Implementation Sample*,  
     a. Size - Small/Medium (51 - 200 FTE).  
     b. Bi-weekly payroll schedule  
 2. Include the minimum services/options required to implement the Payroll Solution.

ID	Minimum Required Services/Options	51 - 200 FTE Small/Medium	Cost Frequency One-time = OT; Per Form = PF; Per Month = PM; Per Pay = PP	Cost
	<b>Payroll Solution Implementation</b>		<b>Bi-weekly Pay Date</b>	
1	Payroll Solution Pricing	Using 100-249 Tier on ADP Pricing	PP	\$2.90
2	Payroll Solution Implementation	Using 100-249 Tier on ADP Pricing	OT	\$2,200.00
3				
4				
5				
6				
7				
8			<b>TOTAL</b>	\$2,202.90

Comments: This would be the minimum to obtain ADP payroll services under this contract using the scenario above but sticking to the 200 EE count and that pricing as per the ADP contract pricing document.

# PRICING STRUCTURE

## Pricing Model and Configuration Worksheets

### RECURRING PRICE

	Price Structure Breakdown - Employee Ranges					Frequency of Price
	1 - 49	50 - 99	100 - 249	250 - 499	500+	
<b>Included Features:</b>	Based on Pay Frequency: Weekly \$2.25; Biweekly & SemiMonth \$2.90; Monthly \$3.90					Per Pay
Enhanced PR	\$3.12	\$3.00	\$2.80	\$2.60	\$2.40	PEPM
Essential TLM						PEPM
HR	\$1.95	\$1.88	\$1.75	\$1.63	\$1.50	PEPM
Benefits	\$3.51	\$3.38	\$3.15	\$2.93	\$2.70	PEPM
Essential ACA	\$1.17	\$1.13	\$1.05	\$0.98	\$0.90	PEPM
Cobra	\$1.20	\$1.20				
	(min\$120/mon)	(min\$120/mon)	\$1.20	\$1.20	\$1.00	PEPM
Unemployment Comp	\$0.60	\$0.60	\$0.60	\$0.60	\$0.60	PEPM
W2s	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	Per form
<b>Optional (add-ons):</b>						
Enhance TLM	\$4.29	\$4.13	\$3.85	\$3.58	\$3.30	PEPM
Clocks (Intouch Barcode Reader)	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	Per clock, per month
Doc Cloud	\$0.78	\$0.75	\$0.70	\$0.65	\$0.60	PEPM
Analytics	\$0.94	\$0.90	\$0.84	\$0.78	\$0.72	PEPM
Performance	\$0.78	\$0.75	\$0.70	\$0.65	\$0.60	PEPM
Compensation	\$0.78	\$0.75	\$0.70	\$0.65	\$0.60	PEPM
Recruiting	\$0.78	\$0.75	\$0.70	\$0.65	\$0.60	PEPM

### ONE TIME PRICE

	Price Structure Breakdown - Employee Ranges					Frequency of Price
	1 - 49	50 - 99	100 - 249	250 - 499	500+	
<b>Included Features:</b>						
Enhanced PR	\$1,200	\$1,800	\$2,200	\$3,500	\$4,500	One time
Essential TLM	\$5,000	\$7,500	\$10,000	\$12,500	\$15,000	One time
HR	\$1,000	\$1,250	\$1,500	\$2,000	\$2,500	One time
Benefits	\$1,000	\$1,500	\$2,000	\$2,500	\$3,000	One time
Essential ACA	\$1,000	\$1,250	\$1,500	\$2,000	\$2,500	One time
Cobra	\$400	\$400	\$400	\$400	\$400	One time
UnemploymentComp	\$250	\$250	\$250	\$250	\$250	One time
<b>Optional (add-ons):</b>						
Enhance TLM	\$15,000	\$17,500	\$20,000	\$22,500	\$25,000	One time
Clocks	na	na	na	na	na	na
Doc Cloud	\$500	\$1,000	\$1,500	\$2,000	\$2,500	One time
Analytics	\$250	\$500	\$750	\$1,000	\$1,500	One time
Performance	\$500	\$1,000	\$1,500	\$2,000	\$2,500	One time
Compensation	\$500	\$1,000	\$1,500	\$2,000	\$2,500	One time
Recruiting	\$500	\$1,000	\$1,500	\$2,000	\$2,500	One time

Configuration Worksheets

Scenario # 1--Small Court - 65 Employees (Employees are in one location)		Sample Configuration Worksheet # 1		
Requested services/options:		1	2	3
		Approximate Cost for this Service or Option	Frequency of Cost (Bi-weekly, Monthly, Annually, as required)	Implementation Cost or One-time Charge
1. Implementation of Payroll System				\$1,800.00
2. <i>Bi-weekly</i> Payroll processing for 65 employees		\$188.50	Bi-weekly	
3. Check printing by vendor		inc.		
4. Delivery of checks to court		inc.		
5. Direct deposit for 45 (of the 65) employees		inc.		
6. Licensing fees for 2 Workstations with payroll product software		inc.		
7. Basic payroll reports generated by vendor		inc.		
8. Two (2) special PR Reports created by vendor		inc.		
9. Filing of all Federal and State Payroll taxes		inc.		
10. Payroll Reporting Software for Ad Hoc Reports		inc.		
11. Human Resources System interface		inc.		
12. General Ledger Interface		inc.		
13. All year end reports including W2's		\$3.00	per form	
Total Approximate Cost for Worksheet # 1:		\$5096.00		\$1,800.00
Vendor Comments (Please use additional pages if necessary)				
Payroll Processing fee = \$2.90 per employee per processing / Annual Recurring Cost = \$4,901.00				

**END OF EXHIBIT 8**

**EXHIBIT 9**  
**GENERAL TERMS AND CONDITIONS**

**1. Provisions Applicable to Services**

**1.1 Qualifications.** Contractor shall assign to this project only persons who have sufficient training, education, and experience to successfully perform Contractor's duties. If a PARTICIPATING JBE is dissatisfied with any of Contractor's personnel, for any or no reason, Contractor shall replace them with qualified personnel with respect to such PARTICIPATING JBE.

**1.2 Turnover.** Contractor shall endeavor to minimize turnover of personnel Contractor has assigned to perform Services.

**1.3. Background Checks.**

Contractor shall not assign personnel unless they have undergone and passed a pre-hire background check. If requested, Contractor shall provide confirmation that contract-assigned personnel have successfully passed their background check. Contractor shall ensure that the following persons are not assigned to perform services for the PARTICIPATING JBE: (a) any person refusing to undergo such background checks, and (b) any person whose background check results are unacceptable to Contractor.

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

**1.5. Use of Services.** Participating Entity will use the Services in accordance with the terms of this Agreement and solely for its own Internal Business Purposes in the Approved Countries. Participating Entity is responsible for the accuracy and completeness of the Participating Entity Content provided to Contractor. The Services are designed for use in the Approved Country only and Participating Entity understands that the Services have not been designed to assist Participating Entity in complying with the laws and regulations of any country other than the Approved Country. Contractor makes no representation or warranty that access and use of the Services from outside the Approved Country by Participating Entity employee managers and/or other Users who are not physically located in an Approved Country comport with any local laws, regulations, or directives in any other country. Furthermore, if Participating Entity during the implementation process or as part of the ongoing Services configures the Contractor Application Programs to process additional data elements beyond those data elements that are required by Contractor to perform the Services, Participating Entity will remain solely responsible for such configurations, including the processing of Personal Data pursuant to applicable law.

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

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

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

**1.9. Participating Entity IP Rights.** Except for the rights expressly granted to Contractor in this Agreement, all rights, title and interests in and to Participating Entity Content, including all Intellectual Property Rights inherent therein and pertaining thereto, are owned exclusively by Participating Entity or its licensors. Participating Entity hereby grants to Contractor for the term of the Agreement a non-exclusive, worldwide, non-transferable, royalty-free license to use, edit, modify, adapt, translate, exhibit, publish, reproduce, copy and display the Participating Entity Content for the sole purpose of performing the Services for the Participating Entity; provided Participating Entity has the right to pre-approve the use by Contractor of any (i) Participating Entity trademarks or service marks and (ii) any Participating Entity Content for any purpose other than for performing the Services.

**1.10. Contractor IP Rights.** Except for the rights expressly granted to Participating Entity in this Agreement, all rights, title and interest in and to the Services, including all Intellectual Property Rights inherent therein and pertaining thereto, are owned exclusively by Contractor or its licensors. Contractor grants to Participating Entity for the term of the Agreement a personal, non-exclusive, non-transferable, royalty-free license to use and access the Contractor Application Program

s solely for the Internal Business Purposes in the Approved Countries and solely up to the maximum number of Users (if any) indicated in the pricing. The Contractor Application Programs do not include any Participating Entity-specific customizations unless otherwise agreed in writing by the parties. Participating Entity will not obscure, alter or remove any copyright, trademark, service mark or proprietary rights notices on any materials provided by Contractor in connection with the Services, and will not copy, recompile, disassemble, reverse engineer, or make or distribute any other form of, or any derivative work from, such Contractor materials.

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

**2. Contractor Certification Clauses.** Contractor certifies to the PARTICIPATING JBEs that the following statements, which shall apply to this Agreement and any Participating Addendum, are true. Contractor shall cause these statements to remain true during the Term. Contractor shall promptly notify the PARTICIPATING JBEs if any of the following statements in this section becomes untrue.

**2.1. Authority.** Contractor has authority to enter into and perform its obligations under this Agreement and any Participating Addendum, and Contractor’s signatory has authority to bind Contractor to this Agreement and any Participating Addendum.

**2.2. Expatriate Corporation.** Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC 10286.1 and is eligible to contract with the JBEs. (Expatriate corporations are certain foreign incorporated entities that are publicly traded in the United States. For additional information, see PCC 10286.1.)

**2.3. No Gratuities.** Contractor has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any Judicial Branch Personnel with a view toward securing this Agreement (or any Participating Addendum) or securing favorable treatment with respect to any determinations concerning the performance of this Agreement (or any participating Addendum).

**2.4. No Conflict of Interest.** Contractor has no interest that would constitute a conflict of interest under PCC sections 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities.

**2.5. No Interference with Other Contracts.** To the best of Contractor's knowledge, this Agreement and any Participating Addendum does not create a material conflict of interest or default under any of Contractor's other contracts.

**2.6. No Litigation** No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or, to Contractor's knowledge, threatened against or affecting Contractor or Contractor's ability to perform this Agreement.

**2.7. Compliance with Laws Generally.** Contractor complies with all laws, rules, and regulations applicable to Contractor's business and its obligations under this Agreement and any Participating Addendum.

**2.8. Drug Free Workplace.** Contractor provides a drug free workplace as required by California Government Code sections 8355 through 8357.

**2.9. No Harassment.** Contractor and its Subcontractors will not unlawfully harass, including sexually harass, any persons with whom Contractor or its Subcontractors interact in the performance of this Work. Contractor and its Subcontractors will take all reasonable steps to prevent such harassment.

**2.10. Noninfringement.** The Goods, Services, Deliverables, and Contractor's performance under this Agreement (and any Participating Addendum) do not infringe, or constitute an infringement, misappropriation or violation of, any third party's intellectual property right.

**2.11. Nondiscrimination.** Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California's Fair Employment and Housing Act (Government Code sections 12990 et seq.) and associated regulations (Code of Regulations, title 2, sections 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor will notify in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor's obligations of nondiscrimination.

**2.12. National Labor Relations Board Orders.** No more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true.

### **3. Insurance.**

**3.1 Basic Coverage.** Contractor shall provide to each PARTICIPATING JBE and maintain at the Contractor's expense the following insurance during the Term:

- A. *Commercial General Liability.* The policy must be at least as broad as the Insurance Services Office (ISO) Commercial General Liability "occurrence" form, with coverage for liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising injury, and liability

assumed under an insured contract. The policy must provide limits of at least \$1,000,000 per occurrence and annual aggregate.

- B. *Workers Compensation and Employer's Liability.* The policy is required only if Contractor has employees. The policy must include workers' compensation to meet minimum requirements of the California Labor Code, and it must provide coverage for employer's liability bodily injury at minimum limits of \$1,000,000 per accident or disease.
- C. *Automobile Liability.* This policy is required only if Contractor uses an automobile or other vehicle in the performance of this Agreement. The policy must cover bodily injury and property damage liability and be applicable to all vehicles used in Contractor's performance of this Agreement whether owned, non-owned, leased, or hired. The policy must provide combined single limits of at least \$1,000,000 per occurrence.
- D. *Professional Liability.* This policy is required only if Contractor performs professional services under this Agreement. The policy must cover liability resulting from any act, error, or omission committed in Contractor's performance of Services under this Agreement, at minimum limits of \$1,000,000 per occurrence and annual aggregate. If the policy is written on a "claims made" form, Contractor shall maintain such coverage continuously throughout the Term and, without lapse, for a period of three (3) years beyond the termination and acceptance of all Services provided under this Agreement. The retroactive date or "prior acts inclusion date" of any such "claims made" policy must be no later than the date that activities commence pursuant to this Agreement.
- E. *Commercial Crime Insurance.* This policy is required only if Contractor handles or has regular access to a PARTICIPATING JBE's funds or property of significant value to the PARTICIPATING JBE. This policy must cover dishonest acts including loss due to theft of money, securities, and property; forgery, and alteration of documents; and fraudulent transfer of money, securities, and property. The minimum liability limit must be \$1,000,000.00.

**3.2. Umbrella Policies.** Contractor may satisfy basic coverage limits through any combination of basic coverage and umbrella insurance.

**3.3. Aggregate Limits of Liability.** The basic coverage limits of liability may be subject to annual aggregate limits. If this is the case the annual aggregate limits of liability must be at least two (2) times the limits required for each policy, or the aggregate may equal the limits required but must apply separately to this Agreement.

**3.4. Deductibles and Self-Insured Retentions.** Contractor shall declare to each PARTICIPATING JBE all deductibles and self-insured retentions that exceed \$100,000 per occurrence. Any increases in deductibles or self-insured retentions that exceed \$100,000 per occurrence are subject to each PARTICIPATING JBE's approval. Deductibles and self-insured retentions do not limit Contractor's liability.

**3.5. Additional Insured Endorsements.** Contractor's commercial general liability policy, automobile liability policy, and, if applicable, umbrella policy must be endorsed to name the following as additional insureds with respect to liabilities arising out of the



performance of this Agreement: the Establishing PARTICIPATING JBE, the State of California, the Participating Entities, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees).

**3.6. Certificates of Insurance.** Before Contractor begins performing Services, Contractor shall give the ESTABLISHING JBE (and on request, any Participating Entity) certificates of insurance attesting to the existence of coverage, and stating that the policies will not be canceled, terminated, or amended to reduce coverage without thirty (30) days' prior written notice to the ESTABLISHING JBE and any Participating Entity.

**3.7. Qualifying Insurers.** For insurance to satisfy the requirements of this section, all required insurance must be issued by an insurer with an A.M. Best rating of A - or better that is approved to do business in the State of California.

**3.8. Required Policy Provisions.** Each policy must provide, as follows: (i) the policy is primary and noncontributory with any insurance or self-insurance maintained by Judicial Branch Entities and Judicial Branch Personnel, and the basic coverage insurer waives any and all rights of subrogation against Judicial Branch Entities and Judicial Branch Personnel; (ii) the insurance applies separately to each insured against whom a claim is made or a lawsuit is brought, to the limits of the insurer's liability; and (iii) each insurer waives any right of recovery or subrogation it may have against the ESTABLISHING JBE, any Participating Entity, the Judicial Council of California, and their respective judges, subordinate judicial officers, executive officers, administrators, officers, officials, agents, representatives, contractors, volunteers or employees for loss or damage.

**3.9. Partnerships.** If Contractor is an association, partnership, or other joint business venture, the basic coverage may be provided by either (i) separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured; or (ii) joint insurance program with the association, partnership, or other joint business venture included as a named insured.

**3.10. Consequence of Lapse.** If required insurance lapses during the Term, the PARTICIPATING JBEs are not required to process invoices after such lapse until Contractor provides evidence of reinstatement that is effective as of the lapse date.

**3.11. Self-Insurance.** Notwithstanding the foregoing, Contractor reserves the right to self-insure, in whole or in part, in the amounts and categories required under this contract in lieu of its obligations to purchase insurance policies from a third-party. Promptly upon PARTICIPATING JBE'S request for same, Contractor shall provide certificates of insurance to confirm what coverage is in place.

**4. Indemnity.** Subject to the Limit of Liability in Section 5, Contractor will defend the Judicial Branch Entities and the Judicial Branch Personnel against all third-party claims and will indemnify and hold the Judicial Branch Entities and the Judicial Branch Personnel harmless from any resulting damage awards or settlement amounts in any cause of action to the extent such cause of action is based on a claim alleging Contractor's: (i) Gross Negligence or the intentional misconduct of Contractor, its agents, employees, independent contractors, or subcontractors in the performance of this Agreement; (ii) breach of this Agreement; and (iii)

infringement of any trade secret, patent, copyright or other third party intellectual property. This indemnity will survive the expiration of the termination of this Agreement or any Participating Addendum, and acceptance of any Services, or Deliverables. Contractor shall not make any admission of liability or other statement on behalf of an indemnified party or enter into settlement or other agreement that would bind an indemnified party, without the affected PARTICIPATING JBE'S prior written consent, which consent shall not be unreasonably withheld; and such PARTICIPATING JBE shall have the right, at its option and expense, to participate in the defense and/or settlement of a claim through counsel of its own choosing. Contractor's duties of indemnification exclude indemnifying a party for that portion of losses and expenses that are finally determined by a reviewing court to have arisen out of the sole negligence or willful misconduct of the indemnified party. Additionally, the infringement indemnity in subsection (iii) will not apply and Contractor will not be liable for any damages assessed in any cause of action to the extent resulting from a Participating Entity Infringement Event. If any Service is held or believed to infringe on any third-party's intellectual property rights, Contractor may, in its sole discretion, (i) modify the Service to be non-infringing, (ii) obtain a license to continue using such Service, or (iii) if neither (i) nor (ii) are practical, terminate this Participating Addendum as to the infringing Service. The indemnities set forth in this Agreement are conditioned on the following: (i) PARTICIPATING JBE shall promptly notify Contractor of any matters in respect of which it seeks to be indemnified and shall give Contractor full cooperation and opportunity to control the response thereto and the defense thereof, including without limitation any settlement thereof, (ii) Contractor shall have no obligation for any claim under this contract if PARTICIPATING JBE makes any admission, settlement or other communication regarding such claim without the prior written consent of Contractor, which consent shall not be unreasonably withheld, and (iii) PARTICIPATING JBE'S failure to promptly give notice to Contractor shall affect Contractor's obligation to indemnify PARTICIPATING JBE only to the extent Contractor's rights are materially prejudiced by such failure.

## **5. Limit of Liability.**

**5.1 Cap.** Notwithstanding anything to the contrary in this Agreement and subject to the remainder of this Section 5, with respect to this Agreement and to each Participating Addendum, neither Contractor's nor PARTICIPATING JBE'S aggregate limit in monetary damages in any calendar year shall exceed an amount equal to thirty-six (36) times the average ongoing monthly Service fees paid or payable to Contractor by PARTICIPATING JBE during such calendar year for all Services (the "Cap").

**5.2 Matters not Subject to the Cap.** The forgoing limits on liability shall not apply to the following:

- 5.2.1. Either party's Gross Negligence, or willful, criminal or fraudulent misconduct;
- 5.2.2. The intellectual property infringement indemnity set forth in Section 4(iii);
- 5.2.3. PARTICIPATING JBE'S obligations to pay fees for Services;
- 5.2.4. PARTICIPATING JBE'S funding obligations in connection with services;
- 5.2.5. Loss of misdirection of PARTICIPATING JBE funds in possession or control of Contractor due to Contractor's error or omission; and

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

5.2.7. Participating Entity's Work Opportunity Tax Credit (WOTC) indemnity.

**5.3. No Consequential Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT AND ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW, NONE OF CONTRACTOR, PARTICIPATING JBE, OR ANY BANK WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS OR PROFITS, BUSINESS INTERRUPTIONS OR HARM TO REPUTATION) THAT ANY OTHER PARTY OR ITS RESPECTIVE AFFILIATES MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The foregoing exclusion shall not apply to claims for consequential damages arising from Contractor's or PARTICIPATING JBE'S Gross Negligence or willful, criminal, or fraudulent misconduct; provided however, that any consequential damages recovered by PARTICIPATING JBE or Contractor in a calendar year for claims pursuant to this Section 5.3 will be subject to the Cap.

**5.4. Option Term.** ESTABLISHING JBE and Contractor may agree in writing to extend this Agreement for up to three additional one-year terms (each an "Option Term"). In order to exercise an Option Term, ESTABLISHING JBE must send notice to Contractor at least thirty (30) days prior to the end of the current term. ESTABLISHING JBE will also provide Contractor with a proposed amendment which extends the Expiration Date of the Agreement upon signature by both parties.

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

**6. Tax Delinquency.** Contractor must provide notice to the PARTICIPATING JBEs immediately if Contractor has reason to believe it may be placed on either (i) the California Franchise Tax Board's list of 500 largest state income tax delinquencies, or (ii) the California Board of Equalization's list of 500 largest delinquent sales and use tax accounts. The ESTABLISHING JBE may terminate this Agreement immediately "for cause" pursuant to Section 7.2 below (and each PARTICIPATING JBE may terminate its Participating Addendum immediately "for cause" pursuant to Section 7.2 below) if (i) Contractor fails to provide the notice required above, or (ii) Contractor is included on either list mentioned above.

## **7. Termination**

- 7.1. Termination for Convenience.** The ESTABLISHING JBE may terminate, in whole or in part, this Agreement (and a PARTICIPATING JBE may terminate, in whole or in part, a Participating Addendum) for convenience upon thirty (30) days prior Notice. After receipt of such Notice, and except as otherwise directed by the ESTABLISHING JBE (and regarding a Participating Addendum, except as otherwise directed by the PARTICIPATING JBE), Contractor shall immediately: (a) stop Services (or development of Deliverables) as specified in the Notice; and (b) stop the delivery or manufacture of Goods as specified in the Notice.
- 7.2. Termination for Cause.** The ESTABLISHING JBE may terminate this Agreement, in whole or in part, immediately "for cause" (and a PARTICIPATING JBE may terminate a Participating Addendum, in whole or in part, immediately "for cause"): if (i) Contractor fails or is unable to meet or perform any of its duties under this Agreement or a Participating Addendum, and this failure is not cured within ten (10) days following Notice of default (or in the opinion of the PARTICIPATING JBE, is not capable of being cured within this cure period); (ii) Contractor or Contractor's creditors file a petition as to Contractor's bankruptcy or insolvency, or Contractor is declared bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, goes into liquidation or receivership, or otherwise loses legal control of its business; or (iii) Contractor makes or has made under this Agreement (or any Participating Addendum) any representation, warranty, or certification that is or was incorrect, inaccurate, or misleading. Contractor may terminate this Agreement or a Participating Addendum, in whole or in part, immediately "for cause" in the event ESTABLISHING JBE or a PARTICIPATING JBE, respectively, fails or is unable to meet or perform any of its duties under this Agreement or a Participating Addendum, and this failure is not cured within ten (10) days following Notice of default (or in the opinion of Contractor, is not capable of being cured within this cure period).
- 7.3. Termination upon Death.** This entire Agreement will terminate immediately without further action of the parties upon the death of a natural person who is a party to this Agreement, or a general partner of a partnership that is a party to this Agreement.
- 7.4. Termination for Changes in Budget or Law.** Each PARTICIPATING JBE's payment obligations are subject to annual appropriation and the availability of funds. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or other termination of this Agreement or Participating Addendum. Funding beyond the current appropriation year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement (including a Participating Addendum). The

ESTABLISHING JBE may terminate this Agreement (and any PARTICIPATING JBE may terminate a Participating Addendum), and each PARTICIPATING JBE may limit Contractor's Work (and the Contractor and PARTICIPATING JBE shall reduce proportionately Contractor's fees) upon Notice to Contractor without prejudice to any right or remedy of the PARTICIPATING JBEs if: (i) expected or actual funding to compensate Contractor is withdrawn, reduced or limited; or (ii) the ESTABLISHING JBE determines that Contractor's performance under this Agreement (or a PARTICIPATING JBE determines that Contractor's performance under a Participating Addendum) has become infeasible due to changes in applicable laws. Contractor may terminate any Participating Addendum if the provision of Services to a Participating Entity causes or will cause Contractor or its Affiliates to be in violation of any sanction laws applicable to Contractor or its Affiliates (such termination shall be effective immediately upon written notice).

## **7.5. Rights and Remedies.**

**7.5.1. *Nonexclusive Remedies.*** All remedies provided in this Agreement may be exercised individually or in combination with any other available remedy. Contractor shall notify the ESTABLISHING JBE and the affected Participating Entities immediately if Contractor is in default, or if a third party claim or dispute is brought or threatened that alleges facts that would constitute a default under this Agreement (or a Participating Addendum). If Contractor is in default: (i) a PARTICIPATING JBE may withhold all or any portion of a payment otherwise due to Contractor, and exercise any other rights of setoff as may be provided in this Agreement; (ii) a PARTICIPATING JBE may require Contractor to enter into nonbinding mediation; (iii) the ESTABLISHING JBE may exercise, following Notice, the ESTABLISHING JBE's right of early termination of this Agreement (and a PARTICIPATING JBE may exercise its right of early termination of a Participating Addendum) as provided herein; and (iv) a PARTICIPATING JBE may seek any other remedy available at law or in equity.

**7.5.2. *Delivery of Materials.*** In the event of any expiration or termination of this Agreement (or a Participating Addendum), Contractor shall promptly provide the applicable PARTICIPATING JBE or PARTICIPATING JBEs with all originals and copies of the Deliverables for such PARTICIPATING JBE, including any partially completed Deliverables-related work product or materials, and any PARTICIPATING JBE-provided materials in its possession, custody, or control. In the event of any termination of this Agreement or Participating Addendum, the PARTICIPATING JBEs shall not be liable to Contractor for compensation or damages incurred as a result of such termination.

**7.5.3. *Participating Addenda.*** The termination of this Agreement shall not result in the termination of any outstanding Participating Addendum that has not been terminated by a PARTICIPATING JBE, and this Agreement shall continue to apply to any such Participating Addendum until such time as all Work under such Participating Addendum has been completed

by its terms or is terminated as provided in this Section 8; provided, however, that the term of such Participating Addendum may not exceed the expiration date of this Agreement. Issuance and acknowledgement of any Participating Addendum (as evidenced by the PARTICIPATING JBE's and Contractor's signature on the Participating Addendum) must be completed before the termination or expiration of this Agreement.

- 7.6. Survival.** Termination or expiration of this Agreement shall not affect the rights and obligations of Contractor, the ESTABLISHING JBE, and the Participating Entities which arose prior to any such termination or expiration (unless otherwise provided herein) and such rights and obligations shall survive any such termination or expiration. Rights and obligations that by their nature should survive shall remain in effect after termination or expiration of this Agreement, including any section of this Agreement that states it shall survive such termination or expiration.
- 8. Subcontracting.** Contractor reserves the right to subcontract any or all of the Services, provided that Contractor remains fully responsible under this Agreement for the performance of any such subcontractor. For the avoidance of doubt, third parties used by Contractor to provide delivery or courier services, including the postal service in any country or any third-party courier service, and banking institutions, are not considered subcontractors of Contractor.
- 9. Notices.** Notices must be sent to the following address and recipient:

<b>If to Contractor:</b>	<b>If to the ESTABLISHING JBE:</b>
<p><u>ADP, Inc.</u>  <u>500 Windward Parkway</u>  <u>Alpharetta, GA 30005</u></p> <p><u>With a copy to:</u></p> <p><u>ADP, Inc.</u>  <u>Attn: General Counsel</u>  <u>500 Windward Parkway</u>  <u>Alpharetta, GA 30005</u></p>	<p>Judicial Council of California            Attn: Procurement- Contracts Supervisor            2850 Gateway Oaks Drive, Suite 300            Sacramento, CA 95833-4348</p> <p><u>With a copy to:</u></p> <p>Judicial Council of California            Attn: Shaneen Williams, Fiscal Supervisor            Branch Accounting and Procurement            Administrative Division            2850 Gateway Oaks Drive, Suite 300            Sacramento, CA 95833-4348</p>

Either party may change its address for Notices by giving the other party Notice of the new address in accordance with this section. Notices will be considered to have been given at the time of actual delivery in person, three (3) days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.

**10. Provisions Applicable to Certain Agreements.** The provisions in this section are applicable to this Agreement and to any Participating Addendum, provided, however that if this Agreement or a Participating Addendum is not of the type described in the first sentence of a subsection, then that subsection does not apply to this Agreement or such Participating Addendum.

**11.1. Union Activities Restrictions.** *If the Contract Amount is over \$50,000, this section is applicable.* Contractor agrees that no PARTICIPATING JBE funds received under this Agreement, or any Participating Addendum will be used to assist, promote or deter union organizing during the Term. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no PARTICIPATING JBE funds were used for those expenditures. Contractor will provide those records to the Attorney General upon request.

**11.2. Domestic Partners, Spouses, Gender, and Gender Identity Discrimination.** *If the Contract Amount is \$100,000 or more, this section is applicable.* Contractor is in compliance with, and throughout the Term will remain in compliance with: (i) PCC 10295.3, which places limitations on contracts with contractors who discriminate in the provision of benefits on the basis of marital or domestic partner status; and (ii) PCC 10295.35, which places limitations on contracts with contractors that discriminate in the provision of benefits on the basis of an employee's or dependent's actual or perceived gender identity.

**11.3. Child Support Compliance Act.** *If the Contract Amount is \$100,000 or more, this section is applicable.* Contractor recognizes the importance of child and family support obligations and fully complies with (and will continue to comply with during the Term) all applicable state and federal laws relating to child and family support enforcement, including disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq. Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

**11.4. Priority Hiring.** *If the Contract Amount is over \$200,000 and this Agreement is for services (other than Consulting Services), this section is applicable.* Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC 10353.

**11.5. Iran Contracting Act.** *If the Contract Amount is \$1,000,000 or more and Contractor did not provide to the ESTABLISHING JBE an Iran Contracting Act certification as part of the solicitation process, this section is applicable.* Contractor certifies either (i) it is not on the current list of persons engaged in investment activities in Iran ("Iran List") created by the California Department of General Services pursuant to PCC 2203(b), and is not a financial institution extending \$20,000,000 or more in credit to another person, for forty-five (45) days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the Iran List, or (ii) it has received written permission from the ESTABLISHING JBE to enter into this Agreement (and written permission from each PARTICIPATING JBE to enter into the applicable Participating Addendum) pursuant to PCC 2203(c).

**11.6. Federal Funding Requirements.** *If this Agreement (or a Participating Addendum) is funded in whole or in part by the federal government, this section is applicable.* It is mutually understood between the parties that this Agreement (or a Participating Addendum) may have been written for the mutual benefit of both parties (or Participating Entities) before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if this Agreement (or a Participating Addendum) were executed after that determination was made. This Agreement (or a Participating Addendum) is valid and enforceable only if sufficient funds are made available to the ESTABLISHING JBE (or the applicable Participating Entity) by the United States Government for the fiscal year in which they are due and consistent with any stated programmatic purpose, and this Agreement (or a Participating Addendum) is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement (or a Participating Addendum) in any manner. The parties mutually agree that if the Congress does not appropriate sufficient funds for any program under which this Agreement (or a Participating Addendum) is intended to be paid, this Agreement (or Participating Addendum) shall be deemed amended without any further action of the parties to reflect any reduction in funds. The ESTABLISHING JBE may invalidate this Agreement (and a PARTICIPATING JBE may invalidate a Participating Addendum) under the termination for convenience or cancellation clause (providing for no more than thirty (30) days' Notice of termination or cancellation), or amend this Agreement (or Participating Addendum) to reflect any reduction in funds.

**11.7. DVBE Commitment.** This section is applicable if Contractor received a disabled veteran business enterprise ("DVBE") incentive in connection with this Agreement. Contractor's failure to meet the DVBE commitment set forth in its bid or proposal constitutes a breach of the Agreement. If Contractor used DVBE subcontractor(s) in connection with this Agreement (or a Participating Addendum): (i) Contractor must use the DVBE subcontractors identified in its bid or proposal, unless the ESTABLISHING JBE approves in writing replacement by another DVBE subcontractor in accordance with the terms of this Agreement; and (ii) Contractor must, within sixty (60) days of receiving final payment under each Participating Addendum, certify in a report to the applicable PARTICIPATING JBE: (1) the total amount of money Contractor received under the Participating Addendum; (2) the name and address of each DVBE subcontractor to which Contractor subcontracted work in connection with the Participating Addendum; (3) the amount each DVBE subcontractor received from Contractor in connection with the Participating Addendum; and (4) that all payments under the Participating Addendum have been made to the applicable DVBE subcontractors. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.

**11.8. Antitrust Claims.** *If this Agreement resulted from a competitive solicitation, this section is applicable.* Contractor shall assign to the applicable PARTICIPATING JBE all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the PARTICIPATING JBE. Such assignment shall be made and become effective at the time the PARTICIPATING JBE tenders final payment to Contractor. If the PARTICIPATING JBE receives, either through judgment or



settlement, a monetary recovery for a cause of action assigned under this section, Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the PARTICIPATING JBE any portion of the recovery, including treble damages, attributable to overcharges that were paid by Contractor but were not paid by the PARTICIPATING JBE as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by Contractor, the PARTICIPATING JBE shall, within one (1) year from such demand, reassign the cause of action assigned under this part if Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the PARTICIPATING JBE has not been injured thereby, or (b) the PARTICIPATING JBE declines to file a court action for the cause of action.

**11.9. Good Standing.** *If Contractor is a corporation, limited liability company, or limited partnership, and this Agreement (and any Participating Addendum) is performed in whole or in part in California, this section is applicable.* Contractor is, and will remain for the Term, qualified to do business and in good standing in California.

**11.10. Equipment Purchases.** *If this Agreement (or any Participating Addendum) includes the purchase of equipment, this section is applicable.* The PARTICIPATING JBE may, at its option, repair any damaged or replace any lost or stolen items and deduct the cost thereof from Contractor's invoice to the PARTICIPATING JBE, or require Contractor to repair or replace any damaged, lost, or stolen equipment to the satisfaction of the PARTICIPATING JBE at no expense to the PARTICIPATING JBE. If a theft occurs, Contractor must file a police report immediately.

**11.11. Four-Digit Date Compliance.** *If this Agreement (or any Participating Addendum) includes the purchase of systems, software, or instrumentation with imbedded chips, this section is applicable.* Contractor represents and warrants that it will provide only Four-Digit Date Compliant deliverables and services to the PARTICIPATING JBEs. "Four-Digit Date Compliant" deliverables and services can accurately process, calculate, compare, and sequence date data, including date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Agreement and does not limit the generality of warranty obligations set forth elsewhere in this Agreement or any Participating Addendum.

**11.12. Small Business Preference Commitment.** This section is applicable if Contractor received a small business preference in connection with this Agreement. Contractor's failure to meet the small business commitment set forth in its bid or proposal constitutes a breach of this Agreement (and any Participating Addendum). Contractor must within sixty (60) days of receiving final payment under this Agreement (and any Participating Addendum) report to the PARTICIPATING JBE the actual percentage of small/micro business participation that was achieved. If Contractor is a nonprofit veteran service agency ("NVSA"), Contractor must employ veterans receiving services from the NVSA for not less than seventy-five percent (75%) of the person-hours of direct labor required for the production of goods and the provision of services performed pursuant to this Agreement (and any Participating Addendum).

## 11. Miscellaneous Provisions.

**12.1. Independent Contractor.** Contractor is an independent contractor to the PARTICIPATING JBEs. No employer-employee, partnership, joint venture, or agency relationship exists between Contractor and the PARTICIPATING JBEs. Contractor has no authority to bind or incur any obligation on behalf of the PARTICIPATING JBEs. If any governmental entity concludes that Contractor is not an independent contractor, the Establishing JBE may terminate this Agreement (and a PARTICIPATING JBE may terminate a Participating Addendum) immediately upon notice.

**12.2. GAAP Compliance.** Contractor shall maintain an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles.

**12.3. Audit.** Contractor must allow the PARTICIPATING JBEs or their designees to review and audit Contractor's (and any subcontractors') reasonably requested documents and records relating to this Agreement (including any Participating Addendum), and Contractor (and its subcontractors) shall retain such documents and records for a period of four (4) years following final payment under this Agreement. If an audit determines that Contractor (or any subcontractor) is not in compliance with this Agreement (including any Participating Addendum), Contractor shall correct errors and deficiencies by the twentieth (20th) day of the month following the review or audit. If an audit determines that Contractor has overcharged the PARTICIPATING JBE five percent (5%) or more during the time period subject to audit, Contractor must reimburse the PARTICIPATING JBE in an amount equal to the cost of such audit. This Agreement (and any Participating Addendums) are subject to examinations and audit by the State Auditor for a period of three (3) years after final payment.

**12.4. Licenses and Permits.** Contractor shall obtain and keep current all necessary licenses, approvals, permits and authorizations required by applicable law for the performance of the Services (including Deliverables) or the delivery of the Goods. *Contractor will be responsible for all fees and taxes associated with obtaining such licenses, approvals, permits and authorizations, and for any fines and penalties arising from its noncompliance with any applicable law.*

**12.5. Confidential Information.** During the Term and at all times thereafter, Contractor, ESTABLISHING JBE and PARTICIPATING JBE's will: (a) hold all Confidential Information in strict trust and confidence, (b) refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted by this Agreement, and (c) refrain from disclosing or permitting others to disclose any Confidential Information to any third party without obtaining the disclosing party's express prior written consent on a case-by-case basis. Contractor will disclose Confidential Information only to its employees or contractors who need to know that information in order to perform Services hereunder and who have executed a confidentiality agreement with Contractor at least as protective as the provisions of this section. The provisions of this section shall survive the expiration or termination of this Agreement and any Participating Addendum. The receiving party will protect the Confidential Information of the disclosing party from unauthorized use, access, or disclosure in the same manner as it protects its own confidential or proprietary information of a similar nature, and with no less than the greater of reasonable care and industry-standard care. Each party owns all right, title and interest in its Confidential Information. The receiving party will notify the affected disclosing party promptly upon

learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with the disclosing party to protect such Confidential Information. Upon a disclosing party's request and upon any termination or expiration of this Agreement or a Participating Addendum, the receiving party will promptly (a) destroy or return to the disclosing party or destroy all such disclosing party's Confidential Information (in every form and medium), and (b) certify to the disclosing party in writing that the receiving party has fully complied with the foregoing obligations. Contractor, ESTABLISHING JBE and PARTICIPATING JBE's acknowledge that there can be no adequate remedy at law for any breach of the obligations under this section, that any such breach may result in irreparable harm, and that upon any breach or threatened breach of the confidentiality obligations, the parties shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to its other remedies at law. Notwithstanding the foregoing, the receiving party may disclose Confidential Information (x) to the extent necessary to comply with any California public records act request, law, rule, regulation or ruling applicable to it, (y) as appropriate to respond to any summons or subpoena or in connection with any litigation and (z) to the extent necessary to enforce its rights under this Agreement.

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

**12.7. Publicity.** Contractor shall not make any public announcement or press release about this Agreement (or any Participating Addendum) without the prior written approval of the ESTABLISHING JBE (and with respect to any Participating Addendum, the prior written approval of the applicable PARTICIPATING JBE).

**12.8. Choice of Law and Jurisdiction.** California law, without regard to its choice-of-law provisions, governs this Agreement (including any Participating Addendum). The Contractor and the applicable PARTICIPATING JBEs shall attempt in good faith to resolve informally and promptly any dispute that arises. Jurisdiction for any legal action arising from this Agreement shall exclusively reside in state or federal courts located in California, and the parties hereby consent to the jurisdiction of such courts.

**12.9. Negotiated Agreement.** This Agreement has been arrived at through negotiation between the parties. Neither party is the party that prepared this Agreement for purposes of construing this Agreement under California Civil Code section 1654.

**12.10. Amendment and Waiver.** Except as otherwise specified in this Agreement, no amendment or change to this Agreement will be effective unless expressly agreed in writing by a duly authorized officer of the ESTABLISHING JBE. A waiver of enforcement of any of this Agreement's terms or conditions by the ESTABLISHING JBE is effective only if expressly agreed in writing by a duly authorized officer of the ESTABLISHING JBE. Any waiver or failure by a PARTICIPATING JBE to enforce any provision of this Agreement or

Participating Addendum on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**12.11. Follow-On Contracting.** No person, firm, or subsidiary who has been awarded a Consulting Services agreement may submit a bid for, nor be awarded an agreement for, the providing of services, procuring goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of this Agreement.

**12.12. Severability.** If any part of this Agreement is held unenforceable, all other parts remain enforceable.

**12.13. Headings; Interpretation.** All headings are for reference purposes only and do not affect the interpretation of this Agreement. The word “including” means “including, without limitation.” Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days.

**12.14. Time of the Essence.** Time is of the essence in Contractor’s performance under this Agreement.

**12.15. Counterparts.** This Agreement may be executed in counterparts, each of which is considered an original.

***END OF EXHIBIT 9***

## **EXHIBIT 10**

### **DEFINITIONS**

As used in this Agreement, the following terms have the indicated meanings:

**“Agreement”** is defined on the Coversheet.

**“Approved Country”** means each country in which, subject to the terms of this Agreement, a Participating Entity is authorized to use or receive the Services. The following is the list of Approved Countries for the Services: United States.

**“Contractor”** is defined on the Coversheet.

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

**“Confidential Information”** means: (i) any information related to the business or operations (including trade secrets, processes, proprietary data and documentation and pricing and product information) of Contractor and each PARTICIPATING JBE, including information relating to their personnel and users; and (ii) all financial, statistical, personal, technical and other data and information of Contractor and each PARTICIPATING JBE (and proprietary information of third parties provided by one party to the other party) which is designated confidential or proprietary, or that the receiving party otherwise knows, or would reasonably be expected to know, is confidential. Confidential Information does not include information that: (a) the receiving party lawfully knew prior to disclosure by the disclosing party, (b) a third party rightfully disclosed to the receiving party free of any confidentiality duties or obligations, or (c) is, or through no fault of the receiving party has become, generally available to the public.

**“Consulting Services”** refers to the services performed under “Consulting Services Agreements,” which are defined in PCC 10335.5, substantially, as contracts that: (i) are of an advisory nature; (ii) provide a recommended course of action or personal expertise; (iii) have an end product that is basically a transmittal of information, either written or oral, that is related to the governmental functions of state agency administration and management and program management or innovation; and (iv) are obtained by awarding a contract, a grant, or any other payment of funds for services of the above type.

**“Contract Amount”** means the contract amount of any Participating Addendum.

**“Coversheet”** refers to the first page of this Agreement.

**“Deliverables”** is defined in Exhibit 2.

**“Documentation”** means all manuals, tutorials and related materials that may be provided or made available to Participation Entity by Contractor in connection with the Services.

**“Effective Date”** is defined on the Coversheet.

**“Establishing JBE”** is the Judicial Council of California, as defined on the Coversheet.

**“Expiration Date”** is the later of (i) the day so designated on the Coversheet, and (ii) the last day of any Option Term.

**“Goods”** is defined in Exhibit 2.

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

**“Internal Business Purposes”** means the usage of the Services solely by the Participating Entity for its own internal business purposes, without the right to provide service bureau or other data processing services, or otherwise share or distribute the Services, to any other party, unless expressly contemplated by this Agreement.

**“Initial Term”** is the period commencing on the Effective Date and ending on the Expiration Date designated on the Coversheet.

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

**“JBEs”, “JBE” Judicial Branch Entity” or “Judicial Branch Entities”** means the Judicial Council of California and the California judicial branch entities (JBEs): the 58 Superior Courts of California (collectively, “Superior Courts” or “trial courts”), including the Courts listed in Attachment #1 to this Agreement. JBEs include both the Participating JBEs and the Establishing JBE.

**“Judicial Branch Personnel”** means members, justices, judges, judicial officers, subordinate judicial officers, employees, and agents of a Judicial Branch Entity.

**“Notice”** means a written communication from one party to another that is (a) delivered in person, (b) sent by registered or certified mail, or (c) sent by overnight air courier, in each case properly posted and fully prepaid to the appropriate address and recipient set forth in Appendix C.

**“Option Term”** means a period, if any, through which this Agreement may be or has been extended by the ESTABLISHING JBE.

**“Participating Addendum”** is defined in Attachment 2.

**“Participating JBE/Entities”** and **“Participating Entity”** are the 58 Superior Courts of California (collectively, “Superior Courts” or “trial courts”), including the Courts listed in Attachment #1 to this Agreement.

**“Participating Entity Content”** means all information and materials provided by the Participating Entity, its agents, or employees, regardless of form.

**“Participating Entity Infringement Event”** means (i) any change or enhancement in, or use of, the Services by a Participating Entity or a third party on Participating Entity’s behalf other than at the direction of, or as approved by, Contractor or (ii) failure by the Participating Entity to use the most current release or version of any computer software programs or any corrections or enhancements provided by Contractor thereto, that, for instances described in (i) and (ii) above results in a claim or action for infringement that could have been avoided by use of such current release or version, or by such corrections or enhancements.

**“PCC”** refers to the California Public Contract Code.

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

**“Services”** is defined in Exhibit 2.

**“Stop Work Order”** is defined in Exhibit 2.

**“Term”** comprises the Initial Term and any Option Terms.

**“Work”** is defined in Exhibit 4 and Exhibit 6.

***END OF EXHIBIT 10***

**ATTACHMENT 1  
TRIAL COURT EMPLOYEE COUNT**

*Approximate FTEs*

<b>COUNTY</b>	<b>TRIAL COURT</b>	<b>FTE</b>
01	Superior Court of California, County of <b>Alameda</b>	739
02	Superior Court of California, County of <b>Alpine</b>	5
03	Superior Court of California, County of <b>Amador</b>	31
04	Superior Court of California, County of <b>Butte</b>	146
05	Superior Court of California, County of <b>Calaveras</b>	25
06	Superior Court of California, County of <b>Colusa</b>	18
07	Superior Court of California, County of <b>Contra Costa</b>	366
08	Superior Court of California, County of <b>Del Norte</b>	29
09	Superior Court of California, County of <b>El Dorado</b>	77
10	Superior Court of California, County of <b>Fresno</b>	564
11	Superior Court of California, County of <b>Glenn</b>	22
12	Superior Court of California, County of <b>Humboldt</b>	83
13	Superior Court of California, County of <b>Imperial</b>	129
14	Superior Court of California, County of <b>Inyo</b>	22
15	Superior Court of California, County of <b>Kern</b>	561
16	Superior Court of California, County of <b>Kings</b>	94
17	Superior Court of California, County of <b>Lake</b>	33
18	Superior Court of California, County of <b>Lassen</b>	26
19	Superior Court of California, County of <b>Los Angeles</b>	5266
20	Superior Court of California, County of <b>Madera</b>	108
21	Superior Court of California, County of <b>Marin</b>	118
22	Superior Court of California, County of <b>Mariposa</b>	17
23	Superior Court of California, County of <b>Mendocino</b>	56
24	Superior Court of California, County of <b>Merced</b>	151
25	Superior Court of California, County of <b>Modoc</b>	11
26	Superior Court of California, County of <b>Mono</b>	16
27	Superior Court of California, County of <b>Monterey</b>	223
28	Superior Court of California, County of <b>Napa</b>	79
29	Superior Court of California, County of <b>Nevada</b>	57
30	Superior Court of California, County of <b>Orange</b>	1601
31	Superior Court of California, County of <b>Placer</b>	145
32	Superior Court of California, County of <b>Plumas</b>	12
33	Superior Court of California, County of <b>Riverside</b>	1243
34	Superior Court of California, County of <b>Sacramento</b>	788
35	Superior Court of California, County of <b>San Benito</b>	30
36	Superior Court of California, County of <b>San Bernardino</b>	1144
37	Superior Court of California, County of <b>San Diego</b>	1302
38	Superior Court of California, County of <b>San Francisco</b>	440
39	Superior Court of California, County of <b>San Joaquin</b>	343
40	Superior Court of California, County of <b>San Luis Obispo</b>	141
41	Superior Court of California, County of <b>San Mateo</b>	344
42	Superior Court of California, County of <b>Santa Barbara</b>	255
43	Superior Court of California, County of <b>Santa Clara</b>	563
44	Superior Court of California, County of <b>Santa Cruz</b>	127
45	Superior Court of California, County of <b>Shasta</b>	194
46	Superior Court of California, County of <b>Sierra</b>	6
47	Superior Court of California, County of <b>Siskiyou</b>	34
48	Superior Court of California, County of <b>Solano</b>	218
49	Superior Court of California, County of <b>Sonoma</b>	213
50	Superior Court of California, County of <b>Stanislaus</b>	253



51	Superior Court of California, County of <b>Sutter</b>	61
52	Superior Court of California, County of <b>Tehama</b>	48
53	Superior Court of California, County of <b>Trinity</b>	17
54	Superior Court of California, County of Tulare	248
55	Superior Court of California, County of Tuolumne	53
56	Superior Court of California, County of Ventura	398
57	Superior Court of California, County of Yolo	123
58	Superior Court of California, County of Yuba	56
	Total FTE	19472

***END OF ATTACHMENT 1***

**ATTACHMENT 2**  
**PARTICIPATING ADDENDUM**

- 11.1.1.1.** This Participating Addendum is made and entered into as of \_\_\_\_\_ (“Participating Addendum Effective Date”) by and between the \_\_\_\_\_ *[add full name of the PARTICIPATING JBE]* (“PARTICIPATING JBE”) and \_\_\_\_\_ (“Contractor”) pursuant to the Master Agreement # \_\_\_\_\_ *[add Master Agreement # - see cover page]* (“Master Agreement”) dated \_\_\_\_\_, 20\_\_ *[add Effective Date of the Master Agreement]* between the *[add name of the ESTABLISHING JBE that established the Master Agreement]* (“Establishing JBE”) and Contractor. Unless otherwise specifically defined in this Participating Addendum, each capitalized term used in this Participating Addendum shall have the meaning set forth in the Master Agreement.
- 11.1.1.2.** This Participating Addendum constitutes and shall be construed as a separate, independent contract between Contractor and the PARTICIPATING JBE, subject to the following: (i) this Participating Addendum shall be governed by the Master Agreement, and the terms in the Master Agreement are hereby incorporated into this Participating Addendum; (ii) the Participating Addendum (including any purchase order documents pursuant to the Participating Addendum) may not alter or conflict with the terms of the Master Agreement, or exceed the scope of the Work provided for in the Master Agreement; and (iii) the term of the Participating Addendum may not extend beyond the expiration date of the Master Agreement. The Participating Addendum and the Master Agreement shall take precedence over any terms and conditions included on Contractor’s invoice or similar document.
- 11.1.1.3.** Under this Participating Addendum, the PARTICIPATING JBE may at its option place orders for the Goods using a purchase order, subject to the following: such purchase order is subject to and governed by the terms of the Master Agreement and the Participating Addendum, and any term in the purchase order that conflicts with or alters any term of the Master Agreement (or the Participating Addendum) or exceeds the scope of the Work provided for in this Agreement, will not be deemed part of the contract between Contractor and PARTICIPATING JBE. Subject to the foregoing, this Participating Addendum shall be deemed to include such purchase orders.
- 11.1.1.4.** The PARTICIPATING JBE is solely responsible for the acceptance of and payment for the Work under this Participating Addendum. The PARTICIPATING JBE shall be solely responsible for its obligations and any breach of its obligations. Any breach of obligations by the PARTICIPATING JBE shall not be deemed a breach by the Establishing JBE or any other Participating Entity. The Establishing JBE shall have no liability or responsibility of any type related to: (i) the PARTICIPATING JBE’s use of or procurement through the Master Agreement (including this Participating Addendum), or (ii) the PARTICIPATING JBE’s business relationship with Contractor. The Establishing JBE makes no guarantees, representations, or warranties to any Participating Entity.
- 11.1.1.5.** Pricing for the Work shall be in accordance with the prices set forth in the Master Agreement.
- 11.1.1.6.** The term of this Participating Addendum shall be from the Effective Date until: [\_\_\_\_\_ – may not exceed the term of the Master Agreement].

11.1.1.7. The PARTICIPATING JBE hereby orders, and Contractor hereby agrees to provide, the following Work:

- *Options for ordering, including description of the Goods, Services and/or Deliverables.*
- *Options for: service levels, quantity, model #s, delivery dates, pricing, etc.*

11.1.1.8. Any notices must be sent to the following address and recipient:

<b>If to Contractor:</b>	<b>If to the PARTICIPATING JBE:</b>
<u>[name, title, address]</u>	<u>[name, title, address]</u>
<u>TBD</u>	<u>TBD</u>
<u>With a copy to:</u>	<u>With a copy to:</u>

Either party may change its address for notices by giving the other party notice of the new address in accordance with this section. Notices will be considered to have been given at the time of actual delivery in person, three (3) days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.

11.1.1.9. This Participating Addendum and the incorporated documents and provisions (including the terms of the Master Agreement) constitute the entire agreement between the parties and supersede any and all prior understandings and agreements, oral or written, relating to the subject matter of this Participating Addendum.

IN WITNESS WHEREOF, PARTICIPATING JBE and Contractor have caused this Participating Addendum to be executed on the Participating Addendum Effective Date.

***[PARTICIPATING JBE]***

***[CONTRACTOR]***

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Name:

Title:

Title:

***END OF ATTACHMENT 2***

**ATTACHMENT 3**  
**UNRUH CIVIL RIGHTS ACT AND CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT CERTIFICATION**

Pursuant to Public Contract Code (PCC) section 2010, the following certifications must be provided when (i) submitting a bid or proposal to the **Judicial Council of California** for a solicitation of goods or services of \$100,000 or more, or (ii) entering into or renewing a contract with the **Judicial Council of California** for the purchase of goods or services of \$100,000 or more.

**CERTIFICATIONS:**

1. Contractor is in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code);
2. Contractor is in compliance with the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of the Title 2 of the Government Code);
3. Contractor does not have any policy against any sovereign nation or peoples recognized by the government of the United States, including, but not limited to, the nation and people of Israel, that is used to discriminate in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code); and
4. Any policy adopted by a person or actions taken thereunder that are reasonably necessary to comply with federal or state sanctions or laws affecting sovereign nations, or their nationals shall not be construed as unlawful discrimination in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

The certifications made in this document are made under penalty of perjury under the laws of the State of California. I, the official named below, certify that I am duly authorized to legally bind the Contractor to the certifications made in this document.

<i>Contractor Name (Printed):</i> ADP, Inc.	<i>Federal ID Number:</i>  13-3036745
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i> Tara Albritton, SVP, HCM Services	
<i>Date Executed</i>  6/28/22	<i>Executed in the County of</i> <u>Morris</u> <i>in the State of</i> <u>New Jersey</u>

**END OF ATTACHMENT 3**



**ATTACHMENT 4  
IRAN CONTRACTING ACT CERTIFICATION**

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of \$1,000,000 or more.

To submit a proposal to the JBE, you must complete **ONLY ONE** of the following two paragraphs. To complete paragraph 1, check the corresponding box **and** complete the certification for paragraph 1. To complete paragraph 2, simply check the corresponding box.


- ✓ 1. We are not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to PCC 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

**OR**

- 2. We have received written permission from the JBE to submit a proposal pursuant to PCC 2203(c) or (d). *A copy of the written permission from the JBE is included with our proposal.*

**CERTIFICATION FOR PARAGRAPH 1:**

I, the official named below, certify that I am duly authorized to legally bind the Contractor to the clause in paragraph 1. This certification is made under the laws of the State of California.

<i>Company Name (Printed): ADP, Inc.</i>		<i>Federal ID Number:</i>  13-3036745
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Tara Albritton, SVP, HCM Services		
<i>Date Executed</i>  6/28/22	<i>Executed in the County of</i> <u>Morris</u> <i>in the</i>  <i>State of</i> <u>New Jersey</u>	



**END OF ATTACHMENT 4**

## ATTACHMENT 5 DARFUR CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code (PCC) section 10478, if a Contractor currently or within the previous three years has had business activities or other operations outside of the United States, it must either (i) certify that it is not a “scrutinized company” as defined in PCC 10476, or (ii) receive written permission from the JBE to submit a proposal.

The Contractor must insert its company name and Federal ID Number below and complete **ONLY ONE** of the following three paragraphs. To complete paragraph 1 or 2, simply check the corresponding box. To complete paragraph 3, check the corresponding box **and** complete the certification for paragraph 3.

<i>Company Name (Printed)</i>	<i>Federal ID Number</i>
<i>Printed Name and Title of Person Checking Box (for paragraph 1 or 2 below)</i>	

1. We do not currently have, and we have not had within the previous three years, business activities or other operations outside of the United States.

**OR**


2. We are a “scrutinized company” as defined in PCC 10476, but we have received written permission from the JBE to submit a proposal pursuant to PCC 10477(b). *A copy of the written permission from the JBE is included with our proposal.*

**OR**

3. We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we **certify below** that we are not a “scrutinized company” as defined in PCC 10476.

**CERTIFICATION FOR PARAGRAPH 3:**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the Contractor to the clause in paragraph 3. This certification is made under the laws of the State of California.

<i>Company Name (Printed):</i> ADP, Inc.	<i>Federal ID Number:</i> 13-3036745
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> Tara Albritton, SVP, HCM Services	
<i>Date Executed</i> 6/28/22	<i>Executed in the County of</i> <u>Morris</u> <i>in the State of</i> <u>New Jersey</u>



**END OF ATTACHMENT 5**