

K22-465

THIRD AMENDMENT
TO
MASTER SERVICES AGREEMENT
BETWEEN
ADP, INC.
AND
CITY OF NEW ORLEANS, LOUISIANA

This Third Amendment (the "**Third Amendment**"), made as of _____ ("**Third Amendment Effective Date**"), between ADP, Inc. (formerly known as ADP, LLC, and herein "**ADP**") and City of New Orleans, Louisiana ("**Client**"), contains changes, modifications, revisions and additions to the terms and conditions of the Master Services Agreement, dated as of June 21, 2012, between Client and ADP, as amended (the "**Agreement**").

WHEREAS, Client receives, and ADP provides, Services in accordance with the Agreement and the term for such Services are expiring; and

WHEREAS, Client desires, and ADP agrees, to renew the term of such Service and upgrade the current ADP software platform for such Services to the most current ADP Enterprise application.

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

1. **Name Change.** ADP has legally changed its corporate name from "ADP, LLC" to "ADP, Inc." Therefore, all references to "ADP, LLC" are hereby replaced with "ADP, Inc." throughout the Agreement and for all purposes under the Agreement.

2. **Renewal.** As of the Third Amendment Effective Date, ADP will continue to provide to Client and Client will continue to receive from ADP, the Services in accordance with the terms and conditions set forth the Pricing and Financial Terms appendix attached hereto and incorporated herein by reference ("**Pricing and Financial Terms Appendix**") and the Agreement. All references to "Annex Z" in the Agreement will be deemed to refer to the Pricing and Financial Terms Appendix attached hereto.

3. **Upgrade of Platform.** As of the Third Amendment Effective Date, Client agrees, and ADP agrees to assist Client, to update the Services that ADP currently provides under the Agreement to the most current ADP Enterprise application ("**Platform Upgrade**").

4. **Waiver of Platform Upgrade Implementation Fee.** ADP agrees to waive the implementation fee for the Platform Upgrade as set forth in the Pricing and Financial Terms Appendix, provided that such implementation fee will become immediately due if Client terminates the Services, or any part thereto, prior to the end of the Renewal Term as set forth in the Pricing and Financial Terms Appendix.

5. **General Provisions; Effect of Third Amendment.** This Third Amendment may be executed in multiple original copies, identically worded, and each such executed copy constitutes an original. Facsimile signatures, electronic signatures in connection with the electronic signature delivery system utilized by ADP and signatures transferred in .pdf or a similar format for scanned copies of documents are original signatures for all purposes of this Third Amendment and the Agreement. All other terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between the terms and conditions of this Third Amendment and the terms and conditions of the Agreement, this Third Amendment shall prevail. The terms defined in the Agreement and used in this Third Amendment

shall have the same respective meanings as set forth in the Agreement, unless clearly otherwise defined in this Third Amendment.

6. **Convicted Felon Statement.** The Contractor swears that it complies with City Code Section 2-8(c). No Contractor principal, member, or officer has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

7. **Non-Solicitation Statement.** The Contractor swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Amendment. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Amendment.

8. **Prior Terms Binding.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.

9. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Amendment, but all of which, when taken together, shall constitute one and the same agreement.

10. **Electronic Signature and Delivery.** The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment. No legally binding obligation shall be created with respect to a Party until such Party has delivered or caused to be delivered a manually signed copy of this Amendment.

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

ADP, INC.

CITY OF NEW ORLEANS, LOUISIANA

By:

Frank Hansen

Name:

FRANK HANSEN

Title:

CFO National Account Services

Date:

5-24-22

By:

Lt. Cantrell

Name:

Lt. Cantrell

Title:

Mayor

Date:

5/31/22



FORM AND LEGALITY APPROVED:

[Signature]

Law Department, City of New Orleans



Pricing and Financial Terms Appendix



I. Financial Detail

The fees listed in the table(s) below are based on the Services and volumes in the assumptions in Section III (Assumptions)

Description	Region / Approved Countries	Volume(s)	Ongoing Fee(s)	Frequency	Implementation / One-time Fees
ADP Comprehensive Outsourcing Services Including: Human Resource and Payroll Administration, Time & Attendance Services, Benefit Services	United States	4,362	\$24.72	Per Employee Per Month ("PEPM")	\$3,171,500.00*
ADP Time & Attendance Services Time Clocks	United States	130	\$140.00	Per Time Clock Per Month	Included

* The implementation fee is waived subject to the terms and conditions set forth in the Third Amendment.

- "PEPM" means per employee per month
- For billing purposes, employees are counted when in (1) active status, (2) LOA status, and/or (3) terminated status if a pay or adjustment transaction occurred within the past 30 days. For purpose of clarification and the avoidance of doubt, a single employee could be counted more than once in a billing cycle if that employee is associated with more than one payroll company code.
- Fees are subject to a 3,500 employee minimum per month.



II. Additional Services

Subject to Section IV.K (Fee Adjustments), the fees for certain additional services are listed in the table below. These fees will be charged at the applicable rates as they occur. These fees are also charged if the volumes in Section III (Assumptions) are exceeded.

Category	Item	Volume(s)	Volume Included in Ongoing Services	Fees	Notes
PAYROLL / HR ADMINISTRATION					
ADP Wage Garnishment Services	Garnishment Event Processing	660	0.151 garnishment events per EE per year	\$15.00 per addl garnishment event	Garnishment events may include new orders, amendments, releases, notifications for leave of absence and termination, not on file, reoccurring answers, and final answers
ADP Employment Tax Services	State & Local Tax Jurisdictions Filed Monthly	2	2 jurisdictions per month	\$9.00 per addl jurisdiction filing per month	Assumes 1 State and 0 Local tax jurisdiction filings for all FEINs; each additional state or local jurisdiction filing will be subject to the additional fee
	Tax Jurisdiction Filings in "Applied For" Status	0	0 filings	\$50.00 per filing	Client must provide ADP with employer identification numbers ("EIN") for each tax jurisdiction. Tax filings made to jurisdictions without an EIN will be filed under an "Applied For" status and are subject to the additional fee
	Tax Jurisdiction Registration Service	0	0 registrations	\$150.00 per registration	Registration in new tax jurisdictions where ADP can file taxes on Client's behalf
	Amendments	0	0 amendments per month	\$105.00 per amendment	Amendment of a previously filed tax return; an additional \$2.50 per W-2C will be invoiced if required as part of the amendment
ADP Wage Payment Services	Wisely Payroll Card Issuance	784	784 payroll cards issued	Included	
	Wisely Now By ADP	1	1 check(s) issued	\$8.00 per transaction	Check fee per check for Wisely Now by ADP
	Early Distribution of ADP Checks	0	0 checks	\$35.00 per ADP Check cashed early	ADP Checks that payees have accessed funds before pay date will incur the additional fee for each day prior to pay day the funds were accessed
	Direct Mail Services	0	0 items	First Class Postage plus \$0.10	Per item mailed



Category	Item	Volume(s)	Volume Included in Ongoing Services	Fees	Notes
Pays / Distribution	Payment Transactions	119,208	27,3287 payments per EE per year	\$2.75 per addl transaction	
	Split Wraps	0	0 split wraps annually	\$7.25 per addl split wrap	A split wrap is a separation of a single company code's payroll reports / checks / vouchers into more than one package. The cost to deliver the packages is not included in fees
	Manual Payment Transactions (Manual Checks)	298	0.0683 manual pymts per EE per year	\$15.00 per addl manual pymt	Additional manual payment transactions whether by check, pay card or other payment means are subject to the additional fee
	Wisely Now Check Processing	0	0 checks	\$10.00 per check processed	ADP processes each check request on behalf of the client within a 2-hour SLA
	Wisely Now Debit Card Payment	0	0 payments	\$2.00 per debit card payment processed	
	Unscheduled Off-Cycle Payroll Run	12	12 runs annually	\$1,500.00 per addl run	
	Adjustment or Stock Processing Run	0	0 runs annually	\$500.00 per addl run	
Employee Data Maintenance	Data Entry	0	0.000 data entry transactions per EE per year	\$6.00 per transaction	Manual data entry and/or time card processing will be accepted on an exception-only basis (e.g., W-4 changes via the PSC). Data entry may be subject to additional fees
Client Practitioners	Client Named Contacts	4	4 named contacts	\$0.18 PEPM per addl named contact	Number of Client named contacts who may contact the ADP Tier 2 Payroll Administration team
Reporting Services	Year-End Statements (W-2s / 1099s)	5,648	1,2948 year-end stmts per EE per year	\$4.05 per addl Year-End statement	Additional W-2s/1099s are subject to the additional fee
	W-2 Corrections	282	0.0647 W-2's re-issued per EE per year	\$34.05 per W-2 reissued per EE per year	When requested by a Client employee or former employee



Category	Item	Volume(s)	Volume Included in Ongoing Services	Fees	Notes
PARTICIPANT SOLUTION CENTER SUPPORT					
Knowledge Base & Inquiry Management Tools	Client Practitioners with Access to View Knowledge Base Content, Submit Inquiries, and View Inquiry Status	4	4 licenses	\$125.00	Licenses in excess of the included volume may be subject to the additional fee as specified in the "Fees" column. For the avoidance of doubt, no additional fees will be payable by Client for any licenses required by ADP personnel for ADP's performance of the Services.
ADP TIME & ATTENDANCE SERVICES					
Populations	Supervisor / Managers	915	0.2098 users per EE per month	\$5.00 per addl user per month	One Supervisor / Manager per every 5 employees
	Activities	4,615	1.058 users per EE per month	\$1.50 per addl user per month	
Employee Timecard Maintenance	Timecard Historical Edits	1,091	0.250 historical edits per EE per year	\$15.00 per addl historical edit	
ADP ELECTRONIC I-9 SERVICES					
Volumes	Manual I-9 Transactions	0	0 forms	\$7.50 per form	- Per manual or paper I-9 form reviewed (re-reviews of forms are counted as a new review) in connection with new hires outside of the electronic I-9 process as of the Effective Date
	Import of Electronic I-9 Data and Images	0	0 forms	\$5.50 per form	
	Federal I-9 Retro/Conversion Forms Processing	0	0 forms	\$7.50 per form	- Completed Section 1; Section 2 (scan, verify, report and store paper I-9s electronically (per employee))
	I-9 and Federal Retro/Conversion Section 3 Forms Processing	0	0 forms	\$1.00 per form	- Name change, re-hire or updating expired documents
	I-9 and Federal Retro/Conversion Documentation Fee	0	0 forms	\$1.00 per page	- Attachments over 2 charged at \$1.00 per page per page



III. Assumptions

The fees in this Appendix are based on the assumptions below and in Section IV (Financial Terms) of this Appendix. If Client's actual requirements vary from what is stated, the parties will negotiate in good faith to adjust the fees based on those variances. Additional fees may apply to any customizations to any Service agreed to by the parties.

Category	Item	Estimated Volume	Volume for Ongoing Services Fees	Notes
IMPLEMENTATION DATA CONVERSION				
Data Conversion	Payroll/HR Data Conversion Sources	1 source	1 source	ADP will complete conversion of employee level indicative data and QTD and YTD accumulator balances provided by Client for each testing cycle and for final conversion. Client will be responsible for data integrity and will perform data cleansing prior to each conversion
	Wage Garnishments Data Conversion	0 electronic file and hard copy documentation for actively deducting wage garnishments	0 electronic file and hard copy documentation for actively deducting wage garnishments	\$3.75 per non actively deducting hard copy document. Client will provide an electronic file to ADP containing all actively deducting wage garnishment information with hard copies of the corresponding original garnishment orders; any hard copy documents for non-actively deducting wage garnishments will be charged at \$3.75 per document
	Employment Verification Services History Conversion	2 years	2 years	
	ADP Benefits Administration Services Conversion Sources	1 source	1 source	\$10,500 per addl conversion source
IMPLEMENTATION TESTING				



Category	Item	Estimated Volume	Volume for Ongoing Services Fees	Notes
Testing	Conversion Files	2 files: 1 indicative and 1 payroll data	2 files: 1 indicative and 1 payroll data	ADP will perform conversion tests for unit testing and payroll volume testing before the final live data conversion. Client will cleanse data for each conversion, if required
	Data Entry during Maintenance Period	0 transactions	0 transactions	\$6.00 per transaction
REPORTING				
Reporting	General Ledger Chart of Accounts	1 GL chart of account	1 GL chart of account	
ADP TIME & ATTENDANCE SERVICES SYSTEM SETUP				
ADP Time & Attendance Services System Setup	Labor Levels	7	7 labor levels	
	Pay Rules	50	50 rules	
	Employee Self Service Setup	3	3 profiles	
	Interfaces	5	5 Interfaces	Interfaces are People Import, Labor Level Import, Accrual Balance Import, Payroll Export, Accrual Balance Export
EMPLOYMENT VERIFICATION SERVICES SYSTEM CONFIGURATION				
Employment Verification Services System Configuration	Employee Job Title	Not Included	Not Included	Employee job titles will be displayed as 'Associate' to requestor
	Wage Detail	Not Included	Not Included	Wages / earnings will include the total wages and pay date
ADP BENEFITS ADMINISTRATION SERVICES SYSTEM CONFIGURATION				



Category	Item	Estimated Volume	Volume for Ongoing Services Fees	Notes
ADP Benefits Administration Services System Configuration	Health Plan Options	10	10 plan options	Health plans include medical, dental, vision, prescription and do not include welfare or flexible spending accounts. In the event Client (or Client vendor) requires employees to sign an arbitration agreement in order to obtain benefits coverage, Client (or Client vendor) is responsible for such administration.
	Unique Pay Schedules / Calendars	4	4 schedules / calendars	
	Annual Open Enrollment Periods	1	1 OE period(s)	
	Centralized Administration	Included	Included	Client decision making and processing rules governed by single centralized group
	Additional Rate Structures per Benefit Option within an Eligibility Group	0	0 addl rate structures per benefit option within an eligibility group	
	Manage Haste Enrollments	Included	Included	
	Supplemental Benefits powered by Corestream	Not Included	Not Included	Service to access additional voluntary carriers
	Premium Payment Services	Included	Included	
	Affordable Care Act (ACA) Output File	Not Included-	Not Included- files	ADP will provide Client with an output file in standard ADP format for reporting of benefits data elements required for annual filing.
	ADP Private Exchange for Benefit Eligible Employees	Not Included	Not Included	
	External Health Insurance Enrollment Service	Not Included	Not Included	



	Work / Life Events	33	33 work / life event types	Available work / life event types are: • New hire • Newly eligible • Rehire with benefit reinstatement • Rehire without benefit reinstatement • Address change • Leave of absence • Return from leave of absence • Salary change • Termination • Retirement • Death of employee • Pay frequency change • Reduction of hours – no longer benefit eligible • Full time to part time/part time to full time • Newly benefits eligible (ACA) • Dependent age out • Annual enrollment • Turning 65 / newly Medicare eligible • Age banded events (i.e., life insurance crossing 5 year age band) • Marriage or civil union • Divorce or annulment • Birth or adoption of dependent • Add a domestic partner (DP) • Dissolution of domestic partnership • Death of spouse / DP • Death of child / DP's child • Spouse becomes benefit eligible • Spouse becomes benefit ineligible • Dependent child becomes benefit eligible • Dependent child becomes benefit
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Category	Item	Estimated Volume	Volume for Ongoing Services Fees	Notes
				ineligible • Loss of coverage elsewhere, gain of coverage elsewhere • Spouse's open enrollment
	Dependents	4	4 dependent types	Available dependent types are: • Spouse • Child • Domestic partner • Civil Union • Child of domestic partner • Child of Civil Union
	Company Couple Rules	Not Included	Not Included	Standard functionality for couples who both work for Client ensures dependents are not covered twice (e.g., an employee with supplemental life insurance cannot also be covered by the other employee electing spouse life insurance)
	Medicare Data Maintenance	Not Included	Not Included	
	Voluntary Benefits			
	Voluntary Benefits	Not Included-	Not Included-voluntary benefit files	Standard ADP format; up to 3 benefit options from single data source
	Wellness Credits	Not Included-	Not Included-wellness credit files	Standard ADP format; up to 3 benefit options from single data source
	Bi-directional Real-time Enrollment Link with UNUM	Not Included	Not Included	
	Single Sign-on to Benefits Vendors	Not Included	Not Included	
	Coverage Tiers	5	5 coverage tiers	Coverage tiers are defined as EE only, EE + One, EE + Family, etc.
ADP DATA CLOUD				



Category	Item	Estimated Volume	Volume for Ongoing Services Fees	Notes
Components	Core Analytics	Included	Included	Includes metrics dashboards, embedded metrics, mobile analytics and practitioner manager level access
	Market & People Insights	Included	Included	Includes benchmarking and Data Explorers (pay equity and turnover probability)
PAYROLL / HR ADMINISTRATION				
Populations	Pay Frequencies	3	3	Provide payroll processing for 4,362 Employees ("EEs")
	EEs Weekly	224	224	
	EEs Bi-Weekly	4,136	4,136	
	EEs Monthly	2	2	
	Turnover	24.5%	0.2448 PEPLY	
	Union Employees	2,500	2,500	
	Collective Bargaining Agreements ("CBAs")	10	10 CBAs	
	Company Codes / Pay Groups	7	7 Co Codes	
	Additional NonPay Paygroups	1	1	
ADP Wage Garnishment Services	ADP Wage Garnishment Payments (Withholdings)	7,515	1.7229 payments per EE per year	
ADP Employment Tax Services	ADP Employment Tax Services	1	1 FEIN	
ADP Wage Payment Services	Widely Payroll Card Issuance	Included	Included	
Pays / Distribution	Scheduled Pay Cycles	90	90 pay cycles annually	Client must submit all variable payroll data inputs by 9am ET four business days prior to pay date
Reporting Services	New Hire Reporting	Included	Included	



Category	Item	Estimated Volume	Volume for Ongoing Services Fees	Notes
	Reporting Service	100	100 hours annually	Number of hours of assistance in developing and/or modifying ad hoc reports in ADP provided reporting tool. ADP support exceeding 100 hours per calendar year (prorated for clients with a mid-year Go-live date) may be subject to Change Control
Document Maintenance	Enterprise HR Document Cloud	Included	Included	
PARTICIPANT SOLUTION CENTER SUPPORT				
Service Day	Hours in a Service Day	12-hour service day	12-hour service day	Client may choose a window between 8:00 AM and 8:00 PM Eastern Time excluding ADP Holidays (New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day)
Contacts	Payroll/HR and Time and Attendance Contacts PEPY	2.3	2,300 contacts per EE per year	
	Benefit Services Contacts PEPY	2.0	2,000 contacts per EE per year	
ADP TIME & ATTENDANCE SERVICES				
Populations	Active and Inactive EEs in the database (Core, Web, and Accrual)	4,362	4,362 EEs	License usage over the PEPM will be charged at \$5.00 per license per month.
	Scheduler	0	0,000 users per EE per month	
	ADP Compliance on Demand	4,362	4,362 EEs	
	Timeclock Users	0	0 EEs	
EMPLOYMENT VERIFICATION SERVICES - COMPREHENSIVE				



Category	Item	Estimated Volume	Volume for Ongoing Services Fees	Notes
Verifications	Non-Public Sector Requests			Non-Public Sector requests are paid for by the requestor; examples of non-public sector requestors include mortgage lenders, property managers, and pre-employment firms
	Public Sector Requests	Included	Included	Employment and wage verifications by public sector requestors is included; examples of public sector requestors include Immigration Services, Workers Compensation, and Social Services
ADP BENEFITS ADMINISTRATION SERVICES				
Populations	Benefit Eligible Employees	4,463	4,463 benefit eligible EEs	ADP will not administer a retiree population
	Benefit Eligibility Groups	15	15 benefit eligibility groups	10 of the benefit eligible groups are specific to unions
	Turnover	1,069	24.5%	
Data Exports	Healthcare Vendor Exports in HIPAA Compliant 834/5010A Format	8	8 HIPAA 834 exports	
	Custom Exports	0	0 custom exports	Files in mutually agreed format DSOREVIEW: List vendor and benefit area for each custom export
Data Imports	Census/Indicative Data Load	1	1 per week	- Demographic Census Data
Communication	Forms Stored in Library	50	50 forms	Forms in the document library will be displayed based on the individual employee's eligibility group
	Ongoing Enrollment Kit	Not Included	Not Included	



Category	Item	Estimated Volume	Volume for Ongoing Services Fees	Notes
	Annual Enrollment Confirmation Kits	Not Included	Not Included	
	Dependent Age Out Letter - Verification Kit	Not Included	Not Included	
Client Practitioners	Client Named Contacts	Unlimited	Unlimited named contacts	- All reporting, including census errors, payroll deduction file reports, and additional standard reports are offered for a single location - Additional sorting or reporting breakouts are a client responsibility
Other	Participant Services Center Overages	Unlimited	Unlimited named contacts	- Average eligible count to be recorded on first of each month and divided by total calls at end of year. - Direct telecom fees to be billed based on ADP's standard rates. - Native Language Contact Center - available by third party vendor. - Language Line support is billed as pass through expense.
ADP HEALTH COMPLIANCE SERVICES				
Populations	Benefit Eligible Employees	4,463	102.3% of EEs	
	Benefit Eligible Turnover Rate	1,069	24.5%	
	Number of Variable or Part-Time Employees	0	0.0% of EEs	
	Number of Low Income Employees	0	0.0% of EEs	A "Low Income Employee" earns 250% of the Federal poverty level



Category	Item	Estimated Volume	Volume for Ongoing Services Fees	Notes
	H&W Integration/Interface for ACA	Included	Included	ADP will integrate data between the ADP Health and Welfare and ADP Health Compliance systems.



IV. Financial Terms

A. **Initial Term:** The Renewal Term will expire on the fifth anniversary of the completion of the Platform Upgrade.

B. **Client Group and Approved Countries:** The Client Group includes the following entities:

Client and its Affiliates (if any) in the United States, and any Affiliates (if applicable) as may be agreed to by the parties.

C. **Implementation:** The following fees ("Implementation Fees") are due and payable by Client as follows.

- 1) Implementation Fees are due and payable by Client in 60 equal monthly installments commencing the month in which the Implementation Services start. The Implementation Fees assume a duration of up to 40 consecutive weeks from the Implementation Services start date until the Go-Live Date.

D. **Invoicing:**

- 1) Except to the extent otherwise stated below, Client will pay the amount on each invoice in full within 45 days after the invoice date. All amounts not paid when due are subject to a late payment charge of 1.5% per month or 18% per annum (not to exceed the maximum allowed by applicable law) of the past due amount from the due date until the date paid.
- 2) The ongoing Services fees billed on a monthly basis shall commence effective on the first day of the month in which the Services are made available to Client.

E. **Currency:** All fees in this Appendix are shown in USD and Client shall make payments for the Services in USD.

F. **Taxes:**

Unless Client provides ADP a valid tax exemption or direct pay certificate, Client will pay directly, or will pay to ADP, an amount equal to all applicable taxes or similar fees levied or based on the Agreement or the Services, exclusive of taxes based on ADP's net income.

G. **Cost Reimbursement Fee:** In order for ADP to recoup certain costs associated with the Services provided under the Third Amendment in the event of an early termination by Client, if Client terminates **Services or the Agreement in whole or in part for convenience pursuant to Section 12.2(ii) of the Global Master Terms and Conditions**, Client will pay, in addition to the implementation fee waived in Section I (Financial Details),:

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



- If termination occurs after the Platform Upgrade for the applicable Services, reimburse ADP for its costs (including unamortized investments and any costs incurred that have not been recovered from fees charged) associated with the termination of the Services as set forth in the chart below, which provides the unrecovered costs as a percentage of the estimated aggregate ongoing fees for Services determined as of the Effective Date during each "year" of the Agreement:

	Year 1	Year 2	Year 3	Year 4	Year 5
Percentage of Initial Estimated Client Billing Fees as of the Effective Date	48.7%	39.0%	29.2%	19.5%	9.7%

Year 1 = from the first month to the end of 12 months of the Renewal Term

Year 2 = the period from 12 to 24 months of the Renewal Term

Year 3 = the period from 24 to 36 months of the Renewal Term

Year 4 = the period from 36 months to 48 months of the Renewal Term

Year 5 = the period from 48 months to 60 months of the Renewal Term

In the event new Services are added, the Cost Reimbursement Fee is subject to change.

- H. Postage, Shipping, Travel and other Out-of-Pocket Expenses: ADP will invoice Client for postage charges, delivery charges, other third party charges incurred on behalf of Client, and reasonable travel and out-of-pocket expenses

I. Funding Requirements and Disbursement Disclosure:

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

Tax Liability Impounding Schedule

- What: All Federal, state and local withholding, Social Security/Medicare (FICA) employee withholding and employer contribution, and FUTA and SUI contributions
- Method: Reverse wire to ADP
- Timing: By 6:00 a.m. Pacific time on the Business Day immediately before the associated payroll check date

- b) For ADP Wage Payment Services, Client will provide:

Net Pay Impounding Schedule

A. What: All net pay funding (other than for Payroll Cards)

- Method: Reverse wire to ADP
- Timing: By 6:00 a.m. Pacific time on the date that is two Business Days prior to associated payroll check date

B. What: Net pay funding for Payroll Cards

- Method: Issuing Bank establishes method of delivery



- Timing: Issuing Bank establishes the deadline

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

Funding

- What: Wage garnishment information, deductions and liabilities
- Method: Reverse wire to ADP
- Timing: By 6:00 a.m. Pacific time on the date that is one Business Day prior to the associated payroll check date

J. Fee Adjustments:

- 1) The fees set forth in this Appendix will remain fixed for one year following the "Effective Date." for the ongoing Services provided in this Agreement During the remainder of the Initial Term, ADP may increase fees on an annual basis based on the Consumer Price Index (CPI) as published by the United States Bureau of Labor Statistics plus 2%. After the Initial Term, ADP may modify the fees on an annual basis upon 30 days' prior written notice to Client.

K. Change Control:

- 1) **Change Control Policy** ADP will manage changes to the scope of Services (including Implementation Services) (each a "**Change Control Item**") via its change control process. The parties will agree to any Change Control Items and associated fees (if any); provided, however, ADP will make any Change Control Items required (i) by Applicable Law or (ii) to extend Implementation Services (each of (i) and (ii) a "**Required Change Control Item**"). However, Client and ADP must agree upon any fee for a Required Change Control Item, such agreement not to be unreasonably withheld.
- 2) **Change Control Procedures**. Before starting work on a Change Control Item, ADP will deliver to Client a notice (a "**Change Control Notice**") providing: (i) the details of the Change Control Item, (ii) the impact of the Change Control Item may have on the Services, including any change to completion dates, (iii) estimates of the time, materials, and aggregate costs for the Change Control Item, and (iv) whether the Change Control Item is a Required Change Control Item. If the change is a Required Change Control Item, ADP will promptly start work on the Required Change Control Item. For any normal Change Control Items, Client must approve or reject the Change Control Item within five Business Days of receipt of the Change Control Notice, and a lack of response will be treated as a rejection. If Client rejects a Change Control Item, ADP may continue performing the Services without implementing the Change Control Item or it may dispute the rejection.
- 3) **Change Control Dispute Resolution**. If either party disputes that an event, requirement, measure, or deliverable is subject to the change control procedures, ADP and Client will make a good faith effort to resolve the dispute within five Business Days of the occurrence of the dispute. If the dispute still exists, ADP will summarize the dispute in writing and escalate it to



an ADP senior executive and a Client senior executive, in each case, not directly involved in the project/or day to day service operation subject to the dispute. The executives will make a good faith attempt to resolve the dispute within five Business Days of the escalation. If the dispute still exists after the escalation, either party may elect to resolve the dispute via non-binding mediation as soon as practicable by a third-party mediator knowledgeable in the business process outsourcing services industry and reasonably acceptable to both ADP and Client. The cost of the mediation will be shared equally by ADP and Client.

- 4) The standard hourly rate for a Change Control Item is \$185.00; provided, however, that ADP may increase that rate as follows:
 - (a) By 50% for Change Control Items requested by Client after October 1st which ADP agrees to deliver by January 31st;
 - (b) By 25% if, after receiving a Change Control Notice, the Client requests an expedited timeframe for completion of the Change Control Item
- 5) Maintenance Fees for System Modifications: Client may request modifications to the ADP system and will pay all costs related to development of those system modifications, plus an annual system technology maintenance fee equal to 18% of the total one-time fee for a Change Control Item for system modifications made after implementation.



V. Service Specific Financial Terms

A. Interface Matrix

ADP will create the custom interfaces and reports listed in the matrix below. In addition to the custom reports in the matrix, ADP will also make available to Client any standard reports then available through the ADP Application Programs.

No.	Interface / Report Name	Product Channel	Type	Source System	Destination System	Freq	Specific Timing (if applicable)	Assumptions
1	Unemployment Compensation	PR/HR	Outbound	Autopay	TBD	EPR		Financial information and basic employee demographic data available in the ADP payroll system
2	Manual Check Positive Pay File	PR/HR	Outbound	Enterprise HR	Client Bank	Daily		- Listing of manual checks to provide positive pay information to Client's bank - Design, programming, and testing for one bank is assumed
3	401k Eligibility Outbound	PR/HR	Outbound	Enterprise HR	TBD	TBD		- An outbound interface program will be provided to create a changes-only file containing employee demographic data - The program will select demographic and payroll data from effective dated tables as of the current system run date; future dated records will not be considered
4	401k Elections Inbound	PR/HR	Inbound	TBD	Enterprise HR	TBD		- An inbound interface program will be provided to accept a changes-only file (single file) to maintain employee 401k deductions; the inbound file will contain employee deferral (before-tax, after-tax, catch-up) and loan election data (including starts, stops, and changes) - The inbound data will not require logic to determine 401k and loan eligibility or store multiple loan numbers
5	401k Contributions Outbound	PR/HR	Outbound	Enterprise HR	TBD	TBD		- An outbound interface program will be provided to create a changes-only file containing employee demographic data including personal, address, demographic, work information, status and year-to-date contributions - The program will select demographic and payroll data from effective dated tables as of the current system run date; future dated effective dates will not be considered



No.	Interface / Report Name	Product Channel	Type	Source System	Destination System	Freq	Specific Timing (if applicable)	Assumptions
6	Miscellaneous Deduction Data Inbound	PR/HR	EPIP	Client	Enterprise HR	EPR		- Inbound file will contain employee deduction data to execute payroll - Assumes 1 file submission - File will be in comma separated value (CSV) format in ADP specified layout - Client to deliver EPIP files to ADP's secure FTP site
7	Miscellaneous Pay Data Inbound	PR/HR	EPIP	Client	Enterprise HR	EPR		- Inbound file will contain employee pay data to execute payroll - Assumes 1 file submission - File will be in comma separated value (CSV) format in ADP specified layout - Client to deliver EPIP files to ADP's secure FTP site
8	Miscellaneous Adjustment Pay Data Inbound	PR/HR	EPIP	Client	Enterprise HR	EPR		- Inbound file will contain employee pay data to execute payroll - Assumes 1 file submission; each file submission can only contain one pay group - File will be in comma separated value (CSV) format in ADP specified layout - Client to deliver EPIP files to ADP's secure FTP site
9	ADP Report Pack (for development of Client-specific ad hoc reports during implementation)	PR/HR	Report	Enterprise HR	Client	On Demand		- Allocation of 100 hours for ADP to create custom reports in ADPReporting ("ADPR") based on Client requirements - The complexity of report usually requires 5 or more tables, has 2 or more custom joins, up to 60 fields, more than 5 derived fields, and more than 2 advanced derived fields or groupings - This is a full file; ADPR cannot identify data changes - Report will not perform more than one select or complex calculations; have fewer than 100 fields and fewer than 40,000 records selected (to avoid performance issues) - Report output can be in HTML, Excel, comma delimited (CSV), PDF, plain text, or XML - Report can use client entered prompt values and can sort the data in a specific order, if desired



No.	Interface / Report Name	Product Channel	Type	Source System	Destination System	Freq	Specific Timing (if applicable)	Assumptions
10	Active Directory Outbound	PR/HR	Outbound	Enterprise HR	Client	Daily		- An outbound interface program will be provided to send a changes-only file (single-file) containing employee demographic data selected from up to 200 fields in the personal data, job, and employment tables in the ADP Enterprise system - The outbound file will be a fixed length or delimited format and will contain a header record, one or more detail records, and a trailer record - Change processing will be applied to a subset of no more than 50 field of the up to 200 total fields selected - The output file will not include financial data (contributions or loan repayments) - The program will not require complex calculations to arrive at values for the outbound file - Data selected from effective dated tables will include the current row only; history rows will not be selected - The program will select data from effective dated tables as of the current system run date; future dated effective dates will not be considered
11	Manual Payments via Direct Deposit	PR/HR	Outbound	Enterprise HR	Client Bank	Daily		An outbound file will be provided to send employee payments to Client's bank to facilitate manual payments via direct deposit
12	COBRA Term Outbound	PR/HR	Outbound	Enterprise HR	TBD	TBD		An outbound file will be provided that contains basic employee demographic data and actual deductions taken
13	Recruiting Demographic Outbound	PR/HR	Outbound	Enterprise HR	TBD	TBD		An outbound file will be provided that contains basic employee demographic data and actual deductions taken
14	Recruiting Foundation Table Outbound	PR/HR	Outbound	Enterprise HR	TBD	TBD		An outbound file will be provided that contains basic employee demographic data and actual deductions taken
15	Position Table Load (epihoo6.sqr)	PR/HR	Inbound	Client	Enterprise HR	Daily		



No.	Interface / Report Name	Product Channel	Type	Source System	Destination System	Freq	Specific Timing (if applicable)	Assumptions
16	Deferred Comp Load (epip001.sqr)	PR/HR	EPIP	TBD	Enterprise HR	Daily		Deduction file sent by client usually on a daily bases Client uses a spreadsheet (Template) and provides MPS with .csv file via a SR EPIP001 loads the r0ided.csv file provided by client Updates the the EE's GENL_DEDUCTION, RTRMNT_PLAN and SAVINGS_PLAN Panel Any errors are sent to the client for review
17	State Supplemental Pay (epip003.sqr)	PR/HR	EPIP	TBD	Enterprise HR	Monthly		State Supplemental be paid on the 2nd payroll of the month. Client provides a file and it is placed out on FTP Site: https://sdfiltran.adp.com/ . Client notifies MPS that file is available and .txt files are saved out into Citrix. State Files should be named as follows for EPIP003 to run successfully epip003_p.txt epip003_f.txt (FIR and ADM EE's are on the same file) When EPIP003 is run from EV5 it creates an output file that MPS will load via the EPTAA015 to Pay Data Entry Batch epip003_pol.txt epip003_adm.txt epip003_fir.txt
18	Budget Prep Outbound	PR/HR	Outbound	Enterprise HR	Client	TBD		
19	Position Status (eppos001.sqr)	PR/HR	Outbound	Enterprise HR	Client	TBD		
20	Position Audit Report (eppos002.sqr)	PR/HR	Report	Enterprise HR	Client	TBD		
21	Vacant Positions (eppos003.sqr)	PR/HR	Report	Enterprise HR	Client	TBD		
22	Incumbent History Report (eppos004.sqr)	PR/HR	Report	Enterprise HR	Client	TBD		



No.	Interface / Report Name	Product Channel	Type	Source System	Destination System	Freq	Specific Timing (if applicable)	Assumptions
23	Position Approval Tracking Report (eprh001.sqr)	PR/HR	Report	Enterprise HR	Client	TBD		
24	Police Cycle & Charge Code Cost Reports (eprp002.sqr)	PR/HR	Report	Enterprise HR	Client	TBD		I believe this is a report the client reviews. MPS does not run or review.
25	Check Detail Report (eprp004.sqr)							
26	Time Import for Concurrent Job (eptaa015.sqr)	PR/HR	EPIP	Enterprise eTime	Enterprise HR	EPR		Modified standard TAA015
27	Split % Labor Allocation On Cycle Only (eptaa020.sqr)	PR/HR	EPIP	Enterprise eTime	Enterprise HR	EPR		moves earning batches from Pay Data entry to paylines. MPS uses this to load Eltime, RPDE, EPOP005, EPOP007, EPOP001, EPOP006.
28	Split % Labor Allocation On Cycle Only (eptaa020b.sqr)	PR/HR	Report	Enterprise eTime	Enterprise HR	EPR		
29	Police Special Pay Outbound (epop001.sqr)		Process	Enterprise HR	Enterprise HR	EPR		Generates a file for POL Pay Group that receive special payments for education. EE is set up in HR User Panel - HR User field 6 (Police pay). EPOP001 creates an output file that MPS will load via the EPTAA015 to Pay Data Entry Batch. This Custom needs to be run after 1st full successful calc including ETime, RPDE. Program is run using PPED. File will generate the following Earning codes:CG4, CFF, CFG, CFZ, CFH, CG2, CG5, CF4, CG1, CG3. File is loaded via EPTAA015 to Pay Data entry



No.	Interface / Report Name	Product Channel	Type	Source System	Destination System	Freq	Specific Timing (if applicable)	Assumptions
30	Termination Sick Annual Payout (epop005.sqr)	PR/HR	Process	Enterprise HR	TBD	EPR		Generates a file for payment of sick leave and vacation leave when an employee terminated or deceased. EPOP005 creates an output file that MPS will load via the EPTAA015 to Pay Data Entry Batch. Hours are entered into RPDE from Client Terminated Earn Codes (Hours Only) C11, C12, C13, C14, C15, C16 Deceased Earn Codes (Hours Only) CJ1, CJ2, CJ3, CJ4, CJ5, CJ6 The EPOP005 calculates the hours from RPDE and generate the payout : Payout Earnings CJ9, CEX and CEW Also generates COO Deduction (Mid America) for EE's 55+
31	Fire Mileage Per Pay (epop006.sqr)	PR/HR	Process	Enterprise HR	TBD	EPR		Fire Mileage Per Pay. Generates a file for the FIR and ADM Pay Group of special payments and incentives associated with their contractual compensation incentives. EPOP006 creates an output file that MPS will load via the EPTAA015 to Pay Data Entry Batch. This Custom needs to be run after 1st full successful calc including Etime, RPDE. This is run by Run ID. File will generate the following Earning codes: CEP, CEO, HOT, HOT2, CEQ. Output files are loaded into Pay Data Entry via EPTAA015
32	OT for State Supp & Mileage (epop007.sqr)	PR/HR	Process	Enterprise HR	TBD	EPR		Generates a file for the POL, FIR and ADM Pay Groups of special payments and incentives associated with their contractual compensation incentives. EPOP007 creates an output file that MPS will load via the EPTAA015 to Pay Data Entry Batch. Calculates against earnings that were loaded into Pay data entry from E*Time and Clients' RPDE Batches. Run by PPED. File will generate the following Earning codes: OT2 and OT4 for POL and FIR. NOTE FIR will only get results every other pay due to the 28 day FLSA cycle. OT2, OT3, OT4, OT5 for ADM Output files will create in Citrix: epop007_pol.txt epop007_fir.txt epop007_adm.txt



No.	Interface / Report Name	Product Channel	Type	Source System	Destination System	Freq	Specific Timing (if applicable)	Assumptions
33	Longevity Payment Processing (epbh001.sqr)	PR/HR	Process	Enterprise HR	Enterprise HR	Daily		Longevity runs nightly to capture anyone who received a pay rate change. If the EE is eligible for Longevity, the system will insert a row on the EE's job record with the same date as the pay rate change and add the longevity to the EE's comp rate. Longevity will also run on the EE's anniversary date to update the EE's comp rate. Longevity is also run manually by COS when Job changes are being done due to the history rows being inserted. This was created for the client to use when they need to delete a position that has not gone through the approval process.
34	Deletion of Rejected Pending Positions (epbh004.sqr)		Process	Enterprise HR	Enterprise HR	On Demand		
35	Sync JOB/HRUSER Data (epbh700.sqr)		Process	Enterprise HR	Enterprise HR	On Demand		Program to adjust HRUSER Data Record to match employees JOB DATA record. Job changes to an employee's Job Data panel will also create a row in the EE's HR User Panel. The date in the HR panel will be the Action Date, but should be the Effective date. The EPBH700 will sync the JOB data to the HR Data updating the date on the EE's HR Data to the Effective date
36	DROP Program for Retirement - (ephp001.sqr)		Process	Enterprise HR	Enterprise HR	On Demand		DROP is run with the payroll by the MPS Team. Inserts or updates RTRMNT_PLAN to end participation in NOLA's DROP program. Uses input from HRUSER_DATA - (USER6_DATE and USER7_DATE). Output does not create in Reports Output in EV5 Output must be pulled from Citrix Y:\lz5p\reports\nolalepbp001 Must receive a Success on full calc to run this custom Report is sent to client for their review and any manual adjustments to an EE's pension deduction for the current payroll is then provided by the client -MPS will update the EE's Payline as necessary if a partial amount should be taken



No.	Interface / Report Name	Product Channel	Type	Source System	Destination System	Freq	Specific Timing (if applicable)	Assumptions
37	New Hire Fringe Enrollment (epbp002.sqr)		Process	Enterprise HR	Enterprise HR	Daily		New Hire Fringe runs nightly to capture hires and re-hires and update their fringe benefits accordingly. There were recently updates made to this custom to modify the program.
38	Police Take Home Vehicle Routine (epbp004.sqr)		Process	Enterprise HR	Enterprise HR	EPR		Program updates Pay one time during the pay cycle. The Custom loads directly to the EE's Payline. Deduction is based on EE's earning Codes CGD, CGQ. This needs to be run after Full successful Calc that includes Elime and RPDE. Program will generate deduction code COS
39	Taxable Meals & Expense Table Process (epih002.sqr)		Inbound	Client	Enterprise HR	EPR		File is placed on server by client nightly (Excluding holidays) with updates for the account code table. MPS reviews report for any errors, and reaches out to client if necessary
40	Fire Longevity Table Load (epih003.sqr)		Inbound	Client	Enterprise HR	EPR		The only Longevity table that COS maintains is the Fire Longevity. The client will send the new table at year end for FIR EE's. COS will manually key into Enterprise.
41	Mass Change Update JobCode/Pos Table (spih004.sqr)		Inbound	Client	Enterprise HR	EPR		Used to update the job and position tables with new Grades. Client will send to files epih004_J and epih004_P epih004_J will update the Job code with the new grade associated. epih004_P will update the new effective date on the position to bring over the changes from the job code. MPS will load the files and update the client with any errors to either resend the changes.



No.	Interface / Report Name	Product Channel	Type	Source System	Destination System	Freq	Specific Timing (if applicable)	Assumptions
42	Employee Level Mass Change Job/Pos (epih005.sqr)		Inbound	Client	Enterprise HR	EPR		EPIH005 loads the epih005.csv file provided by client that will updates the EE's Job Record (Grade / Step) MPS will have to manually update EE's who show up on the Error report as follows: GRADE from File does not Match JOB CODE = Need to verify with client what GRADE / STEP should be for EE's record- may require new file sent with updates JOB Effective date exists that is greater than or equal to effective date = Will need to manually insert row, and then insert top of stack correction rows EMPL_STATUS IS NOT A, L, P, OR S = NO MPS Action needed, if EE is not active no action needed Once file has been loaded successfully the Longevity program for the date indicated on file is run. Once Longevity has been run, the Monthly rate on the EE's compensation panel will be blank. The PER501 needs to be run to update this field. Mass Change Comparison Report (EPRP003) will be run for the clients review
43	Validation of Costing in Pay Sheets (eprp001.sqr)		Report	Enterprise HR	Client	EPR		Report validates GL costing strings that appear in pay sheets against the ACCT_CD_TBL as an audit prior to pay confirm. EPRP001 creates an output file that MPS will send to client for verification. After Etime, RPDE, EPOP007, EPOP005 earnings have been loaded to paylines a first full calculation will be run. This is run for each run ID / Paygroup. Send errors from EPRP001 to client for Verification. Client will review and send corrections back to MPS. MPS makes corrections on employee paylines as indicated. Once all corrections have been made, a full calc will need to be run. After payroll is confirmed, MPS will update EE's job record with the correct account code. MPS will not touch the EE's job record while paysheets are opened. Must be completed AFTER payroll is confirmed.



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