

SALES ORDER

Career Source Central Florida
707 Mendham Blvd Ste 250
Orlando, FL 32825
United States

Today's Date: 6/9/2015
Quote Number: 02-2015-856666.1

Control Start Date:

Executive Contact
Ann Beecham
Director of HR
abeecham@careersourcecf.com
407-531-1222

ADP Sales Associate
Michael Roman
michael.roman@adp.com
(407) 248-6204

Number of Employees for Payroll processing : 167 on control: Career Source Central Florida

Monthly Fees	Count	Min	Base	Rate	Monthly Fee	Annual Totals
Workforce Now HR Solutions * - 35.0%	301			\$2.70	\$812.70	\$9,752.40

Workforce Now Recruitment

Requisition Process & Reporting

Metrics behind Cost & Time to Hire

Post Directly to Job Boards & Social Sites Media

Essential ACA

Annual 1094c/1095c Filing

Evidence of Benefit Offering Screens & Reporting

*See ACA Services Statement of Work for a full detail of additional work and cost that may apply

Billing for Essential Time, Benefits, Recruitment, Performance, Compensation Management and Essential ACA will begin on the earlier of (i) the date that ADP Product or Service is available for use by the client in a production environment OR (ii) ninety (90) days from the effective date of this agreement.

*Discount <\$284.45> <\$3,413.40>

Sub Total	\$528.25	\$6,339.00
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Invoice Details Unit Fees

Implementation Fees	Count	One Time Fee
Implementation for Workforce Now HR Solutions	1	\$875.00

Sub Total	\$875.00
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Summary

Annual Total of Monthly Fees	\$6,339.00
Total One-Time Fees (Total of all one-time fees)	\$875.00

Start Date Type	Start Date	Goal
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Contact Type	Contact	Phone
Payroll	Leo Alvarez	407-531-1222 x{2051}
Executive	Ann Beecham	407-531-1222
Client Security Master	Ann Beecham	407-531-1222
Primary	Ann Beecham	407-531-1222

Control Summary

	Control Name	Company Code	Pays
Control 1	Career Source Central Florida	J44	167
Control 2	Career Source Central Florida	UZ5	16
Control 3	Career Source Central Florida	DXI	118

Client agrees to direct debit of fees for service: Yes

Expiration Date: 6/19/2015

THE ADP SERVICES LISTED ON THIS SALES ORDER ARE PROVIDED AT THE PRICES SET FORTH ON THE ABOVE PAGES AND IN ACCORDANCE WITH ADP'S STANDARD TERMS AND CONDITIONS OF SERVICE ATTACHED TO THIS SALES ORDER. BY SIGNING BELOW YOU ARE ACKNOWLEDGING RECEIPT OF AND AGREEMENT TO SUCH TERMS AND CONDITIONS AND TO THE LISTED PRICES.

ADP, LLC

By: Michael M. RamezName: Michael M. RamezTitle: Direct ManagerDate: 6-12-15

Client:

By: Pamela NaborsName: Pamela NaborsTitle: President/CEODate: 6-17-15



Essential ACA Services Statement of Work

Taxpayer Legal Name: CAREER SOURCE CENTRAL FLORIDA			
Legal Address: 390 NORTH ORANGE AVE		City, State, Zip, County: ORLANDO, FL 32801	
Payroll Contact: ANN BEECHAM		Executive Contact: PAMELA NABORS	
Phone: 407-531-1222	Email: abeecham@careersourcecf.com	Phone: 407-531-6204	Email:

A. Historical ACA Hours Data Conversion: Need depends on actual ADP Payroll Start Date

*Historical Hours will allow Workforce Now to calculate 'ACA Benefit Status'. Without system calculation, client can code employees as 'Part Time' or 'Full Time'. Options below vary based on the extent of history the client wishes to bring over.

Option 1: Client does not need or already has hours history in Workforce Now

☒ Check here if client does not need options 2, 3, 4 or 5 below; If not checked, please select ONLY one of the 4 options listed below

Option 2: ACA Historical Hours Import: When client elects to upload up to 12 months of hours history themselves

☐ Client Elects: No Charge

Option 3: ACA Historical Hours Import*: When up to 18 months of hours history is required. Includes: Extraction, conversion and import into Workforce Now on the client's behalf; Limited to one source / vendor

☐ Client Elects: \$1,000 Conversion Fee (SCN: 4Z F00302)

Option 4: ACA Historical Hours Import*: When up to 36 months of hours history is required. Includes: Extraction, conversion and import into Workforce Now on the client's behalf; Limited to one source / vendor

☐ Client Elects: \$1,500 Conversion Fee (SCN: 4Z F00301)

Option 5: Full Check History Conversion*: When importing up to 4 years' worth of history is needed. Includes: Extraction, conversion and import into Workforce Now on the client's behalf; Limited to one source / vendor

☐ Client Elects: \$2,600 Conversion Fee (SCN: 4Z F00300)

*For Options 3, 4 or 5, Letter Agreement Required AND must provide prior vendor name. Note here:

B. Medical Benefit Plan and Historical Data Support: Need depends on actual Benefits Module Start Date and Medical Plan Year

Option 1: Client does not need; Already has active plans with effective dating and historical data loaded in Workforce Now Benefits Module

☐ Check here if client does not need options 2 OR 3 below; If not checked, please select options 2 and/or 3 listed below

Option 2: Current Medical Plan Creation: Required only for migrating HR Profile (PCPW), HR eXpert (Pay eXpert) and Essential HR (WFN v2) clients that need a medical plan created, post migration, in Essential HR and Benefits. *Not needed for clients upgrading to Enhanced HR with Enhanced Benefits. Includes: Creation of Current Plan, Enrollment and Dependent History going back to beginning of current calendar year

☐ Client Elects: \$500 Conversion Fee (SCN: 4Z F00064)

Option 3: ACA Employee Load: Required only if medical plan runs on a fiscal year or Benefits Module is setup mid-calendar year. Includes: Importing Effective Date, ACA Status, Minimum Value Provided, Cost of Employee-only Coverage for current calendar year

☒ Client Elects: \$500 Conversion Fee (SCN: 4Z F00063)

C. Self Funded / Self Insured Plan Support

Option 1: Client does not have a Self Funded/ Self Insured Medical Plan OR already has an ACA Approved Benefits Module prior to 1/1/15

☒ Check here if client has a Fully Insured medical plan OR had the ADP Benefits Module active as of 1/1/15

Option 2: ACA Dependent Load: Required only if Self Funded/Self Insured plans AND client is implementing an ADP Benefits Module mid-calendar year. Includes: Importing Effective Date, Covered Dependents and prior plan creation (if applicable) going back to beginning of current calendar year

☐ Client Elects: \$500 Conversion Fee (SCN: 4Z F00065)

D. Lite ACA Year 1 Assistance

Option: Lite Essential ACA: Client will be responsible for all data entry of required information for 1094/1095C forms into Lite Essential ACA solution

☒ Client Elects: One time charge of \$20 Base fee and \$1.50 per form filed (SCN: F01902)

Current Platform: Workforce Now 8

The following Terms & Conditions apply only if client selects Option 3, 4 or 5 in Section A above.



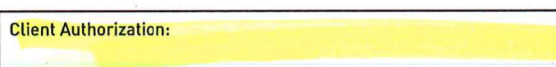

Terms and Conditions: Changes in project scope and/or unforeseen internal/external issues such as delays beyond ADP control may impact completion date and project cost. Prices for the Statement of Work ("SOW") as set on the effective date shall not change, but any changes or additions to the SOW shall be subject to price changes in the normal course of business, at ADP's discretion.

Upon completion of the services under this SOW, Client will immediately notify ADP if the services and deliverables outlined in this SOW have not been satisfactorily delivered. Services, including any deliverable, provided under this SOW will be deemed accepted by Client unless Client notifies ADP within 10 business days of the date of completion of such services.

In the event that Client terminates this SOW or the Agreement and work hereunder has already commenced, Client agrees that it is responsible for all costs and fees incurred by ADP prior to the effective date of such termination and such amounts shall be due and payable by Client to ADP within 5 days of receipt of invoice.

This SOW is an addendum to the Major Accounts Agreement or similar agreement for the provision of services by ADP executed by the parties and is incorporated by reference as if fully set forth herein. 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 SOW and the terms and conditions of the Agreement, this Addendum shall prevail. The terms defined in the Agreement and used in this SOW shall have the same respective meanings as set forth in the Agreement, unless clearly otherwise defined in this SOW.

*This proposal expires thirty (30) days after Proposal Date if not signed by Client. Options & Rates above only apply to companies with up to 999; Valid through 9/25/2015.

ADP Sales Associate: 	Date: 	Client Authorization: 	Date: 
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MAJOR ACCOUNT SERVICES - MASTER SERVICES AGREEMENT

6/23/2015

(Effective Date)

ADP, LLC: One ADP Boulevard
Roseland, New Jersey 07068

(referred to herein as "ADP")

CLIENT: CARER STATE INTERNATIONAL
390 N. ORANGE AVE STE 700
United States

(referred to herein as "Client")

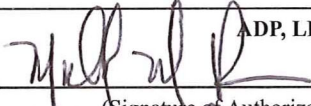
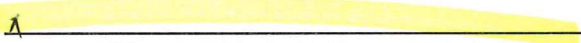

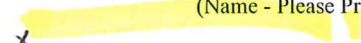
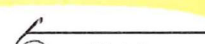
Attention: PAM NABDES

ADP and Client agree that ADP shall provide Client with the following services in accordance with the terms and subject to the conditions set forth in this Major Accounts Services Master Services Agreement.

ANNEX E:	ESSENTIAL ACA
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This Agreement modifies, amends, and supplements the terms and conditions of the ADP Major Accounts Agreement (or such equivalent terms and conditions or agreement governing the provision and receipt of ADP services including but not limited to any product specific terms set forth in such prior agreement) between ADP and Client and includes the Annexes related to the services selected by Client. If there is a conflict between this Agreement and any prior agreement between Client and ADP (or if such prior agreement contained terms for services that were not purchased at the time the prior agreement was executed), this Agreement shall govern with respect to the services listed above. The terms set forth herein replace in their entirety any duplicative terms set forth in Client's prior agreement for services.

Each Annex listed above is attached hereto and is incorporated into this Agreement in full by this reference as if set forth in this Agreement in full.

ADP, LLC	CLIENT
 _____ (Signature of Authorized Representative)	 _____ (Signature of Authorized Representative)
<u>Michael M Roman</u> _____ (Name - Please Print)	 _____ (Name - Please Print)
<u>District Manager</u> _____ (Title)	 _____ (Title)
<u>6/23/15</u> _____ (Date)	 _____ (Date)

ANNEX E Essential ACA

1. **Description.** ADP will provide the Essential ACA solution specified in the Sales Order (and any applicable service specification) (collectively, the “**Essential ACA solution**”) to Client in accordance with the terms of this Agreement. Clients must use ADP Workforce Now® Payroll, HR and Benefits services in order to receive the Essential ACA solution. For those Clients that order Essential ACA after June 17, 2015 (the “**Order Window Date**”), the Lite Essential ACA solution described below will be provided to help enable Clients to meet the 2015 reporting requirements for Forms 1094-C and 1095-C (the “**Forms**”) and thereafter Client will be transitioned to Essential ACA prior to the next required filing period.
 - A. **Essential ACA.** Essential ACA is a technology and software solution to assist in managing compliance needs related to the Affordable Care Act (ACA), including eligibility calculations and affordability determinations, preparation and electronic filing of the Forms, and access to evidence of benefit offering information and benefit offering audit reports. The ability to file the Forms using the Essential ACA solution requires the Client to be implemented on the ADP Workforce Now Payroll, HR and Benefits modules.
 - B. **Lite Essential ACA.** Lite Essential ACA is a technology and software solution to assist in managing compliance needs related to the ACA that provides tools to assist Client in the preparation and electronic filing of the Forms. This solution will be provided to those Clients that order Essential ACA after the Order Window Date and provides the Client access to technology to help enable Client to generate and electronically file the Forms for the 2015 reporting period. Notwithstanding Section 2 below, Client will be required to input all Client data required for the preparation and electronic filing of the Forms into the Lite Essential ACA solution. Client will be transitioned to Essential ACA prior to the next required filing period.
2. **Delivery of Client Content.** Client shall promptly deliver to ADP the Client Content as required by ADP in an electronic file format specified by and accessible to ADP and will include any materials relating to Client and necessary for incorporation in the Essential ACA solution, including, but not limited to, any Human Resources, Payroll, Time and Labor, Benefits, Form I-9, and/or financial data.
3. **Client ACA Liaison.** Prior to the commencement of ADP’s provision of the Essential ACA solution, Client shall designate in writing to ADP the name of one person who shall serve as ADP’s principal designated contact for the Essential ACA solution (the “**Client ACA Liaison**”). Client hereby represents and warrants to ADP that the Client ACA Liaison has, and shall at all times have, the requisite authority to transmit information, directions and instructions on behalf of Client. The Client ACA Liaison also shall be deemed to have authority to issue, execute, grant, or provide any approvals (other than amendments to this Agreement), requests, notices, or other communications required or permitted under this Agreement or requested by ADP in connection with the Essential ACA solution. Client shall designate an alternate Client ACA Liaison in the event the principal Client ACA Liaison is not available.
4. **Client Instructions.** In the event ADP shall have any questions relating to a particular set of facts or client directions, then ADP shall request clarification from the Client ACA Liaison. The Client ACA Liaison shall have the responsibility to obtain answers to any such questions or objections and ADP shall be entitled to rely upon such answers and to follow any directions communicated by the Client ACA Liaison. Client authorizes ADP to release employee-related data to third party vendors of Client as are designated by Client from time to time. ADP shall be under no duty to question the measures taken or directions provided by Client pursuant to any section of this Annex E.
5. **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 INTERNAL REVENUE CODE, RESPECTIVELY, NOR IS ADP A “FIDUCIARY” WITHIN THE MEANING OF ERISA SECTION 3(21). ADP SHALL NOT EXERCISE ANY DISCRETIONARY AUTHORITY OR DISCRETIONARY CONTROL RESPECTING MANAGEMENT OF ANY BENEFIT PLANS SPONSORED OR OFFERED BY CLIENT. ADP HAS NO DISCRETIONARY AUTHORITY OR DISCRETIONARY RESPONSIBILITY IN THE ADMINISTRATION OF THE CLIENT’S BENEFIT PLAN(S).
6. **Implementation Services.** ADP will assist Client in implementing the Essential ACA solution for the benefit of and in conjunction with Client in accordance with the provisions of Sections 7 and 8 below. ADP will use commercially reasonable efforts to complete the implementation services in a timely manner. ADP shall provide instructions on the use of the Lite Essential ACA solution in conjunction with ADP Workforce Now.
7. **Conversion of Data; Required Timeline.**
 - A. **Lite Essential ACA** - Client shall be responsible for the accuracy, entry and review of all Client data related to the preparation of the Forms and for the submission of the electronic filing of the Forms through the Lite Essential ACA solution. ADP will not perform any conversion, refinement, purification or reformatting of Client information. Client will be required to input all Client data required for the preparation and electronic filing of the Forms into the Lite Essential ACA solution and for the submission of the Forms for electronic filing within the specified IRS filing deadline. Client understands and agrees that in the event that Client fails to enter all required Client information in the Lite Essential ACA solution or fails to electronically submit the Forms through the Lite Essential ACA solution, Client will not be eligible for credit of any fees paid for the Lite Essential ACA solution and Client shall be liable for any and all liabilities, claims, penalties, damages, forfeitures, suits, and the costs and expenses incident thereto, arising from or claimed to have arisen from the Client’s use of the Lite Essential ACA solution. Client is responsible for the accuracy of all Client information and will review for accuracy the preview of the Forms prior to submitting for electronic filing. In the event that a Form 1094-C or 1095-C needs to be refiled due to an inaccuracy in the Client information, Client will be billed for such refile.

B. Essential ACA - Client shall provide to ADP, such applicable Client files, databases and other information (the "Client Files") as is necessary to permit the Essential ACA solution to be performed. Client must provide the Client Files to ADP by November 1st of the year preceding the year in which the preparation and electronic filing of the Forms will be provided. For purposes of clarification and example, in order for ADP to perform the preparation and electronic filing of the Forms in January of 2016, Client must provide the Client Files in accordance with the terms and conditions of this Annex E, and such Client Files must be accepted and converted by ADP by November 1, 2015. Client assumes the responsibility for the Client Files to be transmitted to ADP, including, but not limited to, their condition, content, format, usability or correctness. Client shall perform all Client Files refinement, purification and reformatting in order for the Essential ACA solution to be performed by ADP. With Client's pre-approval, ADP shall be compensated on a time and expense basis at ADP's standard rates in effect at such time in the event ADP is required to perform any such refinement, purification or reformatting. Client will cooperate with ADP and provide ADP with all necessary information and assistance required in order for ADP to successfully convert the Client Files. ADP will notify Client when, in accordance with its normal acceptance procedures, the applicable Client Files have been successfully converted and when the Essential ACA solution is operational. Client understands and agrees that if Client fails to provide the Client Files in order for such Client Files to be accepted and successfully converted by November 1st in any given year, ADP will not provide the preparation and electronic filing of the Forms for that year and Client will not be eligible for credit of any fees paid for the Essential ACA solution for that year. Client is responsible for the accuracy of all Client Files and will review for accuracy the preview of the Forms prior to filing. In the event that a Form 1094-C or 1095-C needs to be refiled due to an inaccuracy in the Client files, Client will be billed for such refile. The obligations described in this Section 7 shall apply to ongoing provision of Client Files to ADP by Client.

8. **Project Lead.** Client will designate a project lead for the implementation of the Essential ACA solution and will promptly notify ADP of the name, telephone number and email address of such person. The Client project lead will be deemed to have authority to issue, execute, grant, or provide any approvals, requests, notices, or other communications required under this Annex E or requested by the other party in connection with the implementation of the Essential ACA solution. The project lead will bring appropriate personnel/skillsets to the project as needed.
9. **Billing for Services.** If Client is purchasing Essential ACA Services and the pricing for such Services is not bundled with Client's pricing for Payroll Processing services, billing for such Services will begin on the earlier of (i) the date that the services are available for use by Client in a production environment OR (ii) ninety (90) days from the Effective Date. If the Services Client is purchasing pursuant to this Annex E are bundled with Payroll Processing Services, then billing for such Services shall commence in accordance with the terms of Section 2 of Annex B.
10. **Licensed Entity.** Notwithstanding the use in this Annex E of the word "ADP", in the event that ADP determines that all or a portion of the Essential ACA solution may be subject to licensing or other regulatory requirements, such services shall be performed solely by such wholly owned subsidiary of Automatic Data Processing, Inc. as shall be designated by ADP.