BOARD OF COUNTY COMMISSIONERS  
SARPY COUNTY, NEBRASKA  

RESOLUTION APPROVING ADDITIONAL SERVICES with ADP  
(Automatic Data Processing)  

WHEREAS, pursuant to Neb. Rev. Stat 23-104(6), the County has the power to do all acts in relation to the concerns of the county necessary to the exercise of its corporate powers; and,  

WHEREAS, pursuant to Neb. Rev. Stat. 23-103, the powers of the County as a body are exercised by the County Board;  

WHEREAS, via Resolution 2008-023, the County Board approved an agreement with ADP for an integrated Personnel/Payroll System and under that agreement, the County is permitted to add additional modules;  

WHEREAS, as the County is an existing customer, ADP is offering the Workforce Now HCM Solutions, ADP DataCloud and also Workforce Now Time and Attendance; and  

WHEREAS, the County desires to add the Workforce Now HCM, DataCloud and Time and Attendance modules to its existing agreement with ADP.  

NOW, THEREFORE BE IT RESOLVED by the Sarpy County Board of Commissioners that this Board hereby approves the additional services with ADP and authorizes the Chair to sign the necessary documents attached along with any other related documents, the same being approved by the Board.  

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the _______ 13th ________ day of February ________, 2018.  

Sarpy County Board Chairman  

Attest:  
County Clerk
TO: Sarpy County Board of Commissioners  
FROM: Renee Lansman, Chief Deputy County Clerk  
DATE: February 9, 2018  
RE: Time and Attendance, DataCloud and H.R. Workforce Now modules

The County currently uses ADP for its payroll functions. The agreement to allow for those services was approved via 2008-023. That agreement permits the County to add on additional modules to ADP’s services currently provided to the County. For your consideration on Tuesday’s agenda is a request to approve additional ADP Workforce Now Solutions. This package will include:

- Enhanced H.R.
- Benefits Administration
- Health & Welfare Carrier Connections
- Document Cloud – Analytics
- Time & Attendance including:
  - Enhanced Time
  - Hosting Services
  - Enhanced Scheduler
  - Enhanced Leave
  - Performance & Goal Management

We ask that you approve these WorkForce Now Solutions and allow the County to have complete integration of Payroll and HR functions on a single platform it will provide ease of functionality with their simplified formatting and processes. ADP will also allow H.R. to eliminate the need for third party ACA (Affordable Care Act) including 1094c and 1095c creation/filing and improve compliance reporting (approximately $7,000 savings from FY16-17).

Attached is the quote we have received from ADP. The amount is subject to change slightly based on the number of time clocks used. Many offices will use their computers to track and approve time schedules. We have met with Dan Hoins, Human Resources and Information Systems and all recommend approval of this upgrade in services. Should you have any questions, please do not hesitate to contact me.
STATEMENT OF WORK and quote to convert specific history from prior vendor or legacy system to ADP Workforce Now data.

Client Information

Company Name: Sarpy County Offices
Contact Name: Renee Lansman
Contact Phone: 402.593.1550
Contact Email Address: renee@sarpy.com
Workforce Now Client ID:
Region/Co Code:
Prior Vendor/Provider Name: Kronos
Date Prior Vendor/Provider will terminate access to data: 6/1/2018

Non-Core History Data Conversion Work Order

Number of employees to be converted: 500 - 999
Number of years to be converted: 1 - 5
Does client need ADP to extract data?: Yes

History Elements to be Converted
Pay Rate History: Yes
Status History: Yes
Employee Development: Yes
Position History: Yes

The cost for converting your history data is $0.00 4Z/R00226 based on the information provided above. Billing is based on actual Numbers of Employees, Years of History and Hours Worked. Changes to the project scope or unforeseen issues could impact project cost and length, and any changes need to be in writing and approved by the County for both impact, cost and length. Historical data can only be imported for employees from your current KRONOS database into your ADP Workforce Now database. During the Analysis meeting data extraction timelines will be established with you and the ADP project team. The extraction process will not begin until first processing is complete or payroll Go Live date has passed.

Please review and provide your approval by returning this email to me. No work can be scheduled until approval has been received.

Approved By:
Chairman, Sarpy County Board

Attest:
Sarpy County Clerk
ADDENDUM
to
MAJOR ACCOUNTS SERVICES – MASTER SERVICES AGREEMENT
between
ADP, LLC
and
SARPY COUNTY OFFICES

This Addendum, made as of the 13th day of February, 2018 by and between ADP, LLC ("ADP") with its principal office at One ADP Boulevard, Roseland, New Jersey 07068 and Sarpy County Offices having a principal place of business at 1210 Golden Gate Dr., Ste 1250 Papillion, NE 68046-2842 ("Client"), contains changes, modifications, revisions and additions to the Major Accounts Services – Master Services Agreement between ADP and Client (the "Agreement").

In consideration of the mutual covenants contained in the Agreement and in this Addendum, and for other good and valuable consideration, notwithstanding anything to the contrary in the Agreement, ADP and Client agree as follows:

1. Section 2A of ANNEX A – GENERAL TERMS AND CONDITIONS of the Agreement, titled "Fees", is hereby amended by inserting the following at the end of the Section: Notwithstanding the rates set forth in the Sales Order (Quote Number 02-2017-2523120.1), Client shall receive the first twelve (12) months of the InTouch Bar-code Time Clock Subscription and InTouch Biometric Finger Scan Subscription free (collectively, the "Free Subscription Months"). ADP reserves the right to modify and increase the rates for the InTouch Bar-code Time Clock Subscription and InTouch Biometric Finger Scan Subscription after the Free Subscription Months.

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

IN WITNESS WHEREOF, this Addendum to the Agreement is hereby executed by an authorized representative of each party hereto as of the date first above written.

ADP, LLC

By: [Signature]
Name: ASAF DOL
Title: Service Center DVP**

SARPY COUNTY OFFICES

By: [Signature]
Name: Donald R. Kelly
Title: Chairman, Sarpy County Board

** NOTE: ONLY THE SERVICE CENTER DVP OR DESIGNATED FINANCIAL EXECUTIVE OF THE AFFECTED REGION IS AUTHORIZED TO EXECUTE THIS ADDENDUM ON BEHALF OF ADP.
Investment Summary
Quote Number
02-2017-2523120.1

Company Information
Sarpy County Offices
1210 Golden Gate Dr
Ste 1250
Papillion, NE 68046-2842
United States

Executive Contact
Renee Lansman
renees@arpy.com
(402) 593-4486

ADP Sales Associate
Alexis Wennstedt
MA - UMCDM
alexis.wennstedt@adp.com
(402) 393-1176

635
Total Employees

$3,920.00
Implementation Costs

$104,282.40
Total Annual Investment

Expiration
2/20/2018
Company Information
Sarpy County Offices
1210 Golden Gate Dr
Ste 1250
Papillion, NE 68046-2842
United States

Processing Fees and Considerations
Number of Employees: 635 on Sarpy County Offices, Company Code 4CT

### Monthly Processing

<table>
<thead>
<tr>
<th>Service</th>
<th>Count</th>
<th>Min</th>
<th>Base</th>
<th>Rate</th>
<th>Monthly</th>
<th>Annual</th>
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<tbody>
<tr>
<td>Workforce Now HCM Solutions</td>
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<td>-</td>
<td>$6.60</td>
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<td>• Enhanced HR</td>
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<tr>
<td>• Benefits Administration</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Health &amp; Welfare Carrier Connections</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>• Document Cloud</td>
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<tr>
<td>ADP DataCloud</td>
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<td>$425.45</td>
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<tr>
<td>• ADP DataCloud - Analytics</td>
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<tr>
<td>Workforce Now Time and Attendance</td>
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<td>• Hosting Services</td>
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<tr>
<td>• Enhanced Scheduler</td>
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<tr>
<td>• Enhanced Leave</td>
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<td>InTouch Bar-code Time Clock Subscription</td>
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<td>Talent Management and Activation</td>
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<td>$0.67</td>
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<tr>
<td>• Performance and Goal Management</td>
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<td>Workforce Now Time and Attendance</td>
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<td>$7.42</td>
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<td>International Employees Rate (if applicable)</td>
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<td></td>
<td>$3.00/month</td>
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**Total Annual Investment**

<table>
<thead>
<tr>
<th>Service</th>
<th>Count</th>
<th>Rate</th>
<th>Setup</th>
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</thead>
<tbody>
<tr>
<td>Workforce Now Services</td>
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<td>$3,920.00</td>
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</table>

Other Considerations

<table>
<thead>
<tr>
<th>Hardware and Other Fees</th>
<th>Count</th>
<th>Rate</th>
<th>Setup</th>
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</thead>
<tbody>
<tr>
<td>• Standard Health &amp; Welfare Carrier Connection Feed Setups</td>
<td>5</td>
<td>$784.00</td>
<td>$3,920.00</td>
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</table>

Implementation

- Client does not need or already has hours history in WFN

**Total Annual Investment**

Workforce Now Services $104,282.40
Sales Order
Quote Number 02-2017-2523120.1

Company Information
Sarpy County Offices
1210 Golden Gate Dr
Ste 1250
Papillion, NE 68046-2842
United States

Executive Contact
Renee Lansman
renee@sarpy.com
(402) 593-4486

<table>
<thead>
<tr>
<th>Total Other Considerations</th>
<th>Total Setup</th>
</tr>
</thead>
<tbody>
<tr>
<td>Implementation and Setup</td>
<td>$62,500.00</td>
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<tr>
<td>Implementation Discount Value</td>
<td>($58,580.00)</td>
</tr>
<tr>
<td>Estimated Total Net Implementation</td>
<td>$3,920.00</td>
</tr>
</tbody>
</table>
Important Project and Billing Information

Product
Billing for Enhanced Time will be begin on the date Enhanced Time is available for use by the client in a production environment. The billing counts is based on all non-terminated employees in the Time Module. This count includes practitioners and supervisors.

Billing for all modules bundled under HCM Solutions will begin on the date the ADP Product or Service is available for use by the client in a production environment. The billing count is based on all unique lives in the database paid in the previous calendar month. Any non-terminated employees based outside the United States will be billed separately as International Employees.

Billing for all modules bundled under Talent Activation Suite will begin on the date the ADP Product or Service is available for use by the client in a production environment. The billing count is based on all unique lives in the Workforce Now database paid in the previous calendar month.

The Enhanced Time pricing is based solely on tracking US employees Only. Extra fees will apply for tracking any lives outside the US.

Other
ADP’s Fees for Service will be debited directly out of client’s bank account of their choosing seven (7) days from invoice date.

Expiration Date: 2/20/2018

Summary
Estimated Annual Net Investment: $104,262.40
Total Net Implementation: $3,920.00

The ADP Services Listed on this Sales Order are provided at the prices set forth herein and in accordance with the ADP Master Services Agreement (or other similar agreement governing ADP’s services), which shall include any appendix, exhibit, addendum, schedule or other similar document attached thereto or accompanying this Sales Order. By signing below you are acknowledging and agreeing to such terms and conditions and to the listed prices.

ADP, LLC

Signature: [Signature]
Name: Keith Willer
Title: SAs Executive
Date: 5/1/2018

Client: Sarpy County Offices

Signature: [Signature]
Name: Donald R. Kelly
Title: Chairman, Sarpy County Board
Date: February 13, 2018
Company Information

Sarpy County Offices
1210 Golden Gate Dr
Ste 1250
Papillion, NE 68046-2842
United States

Workforce Now Included Services

Enhanced HR
- ADP Portlal with Customized Content
- Paid Time Off (PTO) Accruals Engine
- Multiple Language & Currencies
- Country Specific Workflows & Processes
- Country Specific Custom Fields & Formatting
- Employee and Manager Self Service

Benefits Administration
- Multiple Benefit Plan Types
- Flexible Rate Structures (Age Banded & Salary Tiers)
- Notifications & Approvals
- Invoice Auditing
- Annual 1095-C Forms

Health & Welfare Carrier Connections

Document Cloud
- Secure Cloud Based Document Storage
- Search & Auditing Functionality

ADP DataCloud - Analytics
- Pre-Configured Key Performance
- Executive Dashboard

Enhanced Time
- Multiple Time Collection Methods
- PTO Management & Reporting
- Request & Approval Workflows
- Scheduling

Hosting Services

Enhanced Scheduler

Enhanced Leave

Performance and Goal Management
- Custom Performance Review Templates

Executive Contact

Renee Lansman
renee@sarpy.com
(402) 593-4486

- Employee Development Tracking
- Onboarding
- Compliance Reporting
- Organization Charting
- Policy Acknowledgement

- Dependent & Beneficiary Tracking
- Employee Open Enrollment

- ACA Measurement Dashboard
- Evidence of Benefit Offering Screens
- Annual 1094-C Filing

- Digital Employee Record
- Roles Based Security

- Ability to Customize Additional KPIs

- Rule Based Calculations
- Enhanced Accruals 'Engine'
- Time Off Request Template
- Access to Mobile Apps

- Employee Goal Management
Company Information
Sarpy County Offices
1210 Golden Gate Dr
Ste 1250
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United States

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renee@sarpy.com
(402) 593-4486

Workforce Now Included Services
• 360 Degree Peer Review
• Manager Dashboard

Thank you for your consideration
ADDENDUM

to

ADP MAJOR ACCOUNTS SERVICES – MASTER SERVICES AGREEMENT

This Addendum, dated as of the last date set forth below, between ADP, LLC ("ADP") and the undersigned ("Client"), contains changes, modifications, revisions and additions to the ADP Major Account Services Master Services Agreement governing the ADP Services purchased by Client between ADP and Client (the "Agreement").

WHEREAS, the parties entered into the Agreement whereby ADP agreed to provide to Client and Client agreed to receive from ADP certain Services under the Agreement;

WHEREAS, ADP developed onboarding and electronic Form I-9 products that are integrated with ADP Workforce Now® and is making the products available to certain current ADP Workforce Now clients; and

WHEREAS, Client would like to receive these onboarding and electronic Form I-9 products;

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. The Agreement is hereby amended by inserting the following language relating to ADP Workforce Now EI-9 Services:

ADP Workforce Now EI-9 Services. The following additional terms and conditions apply to the ADP Workforce Now EI-9 Services ("WFN EI-9 Services").

1.1. Use of Services. In order to receive the WFN EI-9 Services, Client shall, and shall cause the members of the Client Group, to do the following:

1.1.1. Review the U.S. Citizenship and Immigration Services ("USCIS") Form I-9, which is the employment eligibility verification form issued by the U.S. Department of Homeland Security (the "DHS"), including instructions in the form and the guidelines in the current USCIS Handbook for Employers: Instructions for Completing Form I-9 (M-274) (the "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.

1.1.2. 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.

1.1.3. 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:

1.1.3.1. 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.

1.1.3.2. 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.

1.1.3.3. 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.

1.1.3.4. 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 Section 1.1.2.

1.1.3.5. 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.

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

1.2. 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.

2. Form I-9 Section 3. For the avoidance of doubt, Client understands and agrees that the WFN EI-9 Services do not support Form I-9 Section 3 for Reverifications and Rehires; if needed, Client must complete Section 3 outside of WFN EI-9 Services.
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 Addendum and the terms and conditions of the Agreement, this Addendum shall prevail. The terms defined in the Agreement and used in this Addendum shall have the same respective meanings as set forth in the Agreement, unless clearly otherwise defined in this Addendum.

IN WITNESS WHEREOF, this Addendum to the Agreement is hereby executed by an authorized representative of each party hereto as of the date first above written.

ADP, LLC

By: Craig Spendiff
Name: Craig Spendiff
Title: SVP/GM
Date: 9/6/2018

Client
County of Sarpy

By: Donald R Kelly
Name: Donald R Kelly
Title: Sarpy County Board Chairman
Date: 9/6/2018