RESOLUTION APPROVING ADDITIONAL SERVICES WITH ADP

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;

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 on modules;

WHEREAS, as the County is an existing customer, ADP is offering the HR Module at a discounted rate as shown in the attachments;

WHEREAS, the components of the HR Module include Workforce Now HR & Benefits, Essential ACA, and Workforce now Performance; and

WHEREAS, the County desires to add the HR Module 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 in the attachments 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 the applicable law on the __________ day of __________________, 2016.

__________________________
Sarpy County Board Chair

__________________________
Attest: SEAL

__________________________
County Clerk
The County uses ADP for its payroll functions. The agreement to allow for those services was approved via Resolution 2008-023. That agreement permits the County to add on additional modules to ADP’s services. For your consideration on Tuesday’s agenda is a request to approve an HR Module with ADP. The HR Module with ADP includes: Workforce Now HR & Benefits, Essential ACA, and Workforce Now Performance.

Workforce Now HR & Benefits includes services such as benefit enrollment, employee development tracking, compliance reporting, and dependent and beneficiary tracking.

Essential ACA (Affordable Care Act) includes services such as the annual 1094c/1095c creation and filing, benefit eligibility tracking, and compliance assistance with Affordable Care Act mandates.

Workforce Now Performance includes services such as customizable performance reviews with manager and employee dashboards.

Should you approve the HR Module with ADP, services provided by KRONOS (the County’s existing Human Resources Information System—HRIS) would be cancelled. The benefit of using ADP for these services is the following:

- Complete integration of Payroll and HR Functions on a single platform
- Ease of functionality due to ADP’s simplified formatting and ease of programming
- Elimination of the need for third party ACA functions and reporting (HR budgeted $6,982 for those services in FY16-17)

The County would not incur any charges by ADP until July 2017. This represents a 90-day implementation timeframe and two months of free services. After that, ADP’s services will be $4.2504 per employee per month. As the County is a current customer of ADP, that per employee per month fee represents a 44.8% discount. We were also able to negotiate the elimination of a $2,500 implementation fee. Therefore, for virtually the same cost or less than that which is currently budgeted, we will receive services that are better suited for the County’s present needs.

The Clerk’s Office, Information Systems, and Purchasing have been involved with the ongoing discussions with ADP and all recommend approval for the same reasons stated above.

Should you have any questions, please do not hesitate to contact me. Thank you.

Bonnie Moore, Human Resources Director
Company Information
Sarpy County Offices
1210 Golden Gate Dr
Ste 1250
Papillion, NE 68046-2842
United States

Executive Contact
Bonnie Moore
Director, Sarpy County Human Resources
bonnie@sarpy.com
(402) 593-4485

650
Total Employees
$0
Implementation Costs
$33,153.12
Total Annual Investment
($5,525.52)
Total Annual Savings during promotional period. See Terms

Expiration
1/1/2017

ADF Sales Associate
Alexis Wennstedt
MAS UMCMD
alexis.wennstedt@adp.com
(402) 393-1176
Company Information

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

Executive Contact
Bonnie Moore
Director, Sarpy County Human Resources
bonnie@sarpy.com
(402) 593-4485

Processing Fees and Considerations
Number of Employees: 650 on Sarpy County Offices

<table>
<thead>
<tr>
<th>Monthly Processing</th>
<th>Count</th>
<th>Min</th>
<th>Base</th>
<th>Rate</th>
<th>Monthly</th>
<th>Annual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workforce Now HCM Solutions (44.8% Discount)</td>
<td>650</td>
<td>-</td>
<td>-</td>
<td>$7.70</td>
<td>$5,005.00</td>
<td>$60,060.00</td>
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<tr>
<td>Workforce Now HR &amp; Benefits</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Essential ACA</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Workforce Now Performance</td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

Total Annual Investment

Workforce Now Services
Annualized Discount Value

Total Annual Investment

Estimated Total Net Annual Investment

$33,153.12

Other Considerations

Implementation

- Implementation for Workforce Now HCM Solutions
  Setup $0
- ACA Historical Hours Import: Client will upload hours history themselves
  N/A

Total Other Considerations

Implementation and One Time Fees

Total Setup

$2,500.00

Important Project Information

Billing Disclaimers

Invoice Details
Product

Billing for all modules bundled under HCM Solutions will begin on the earlier of (i) the date the ADP Product or Service is available for use by the client in a production environment OR (ii) ninety (90) days from the date of this sales order. The billing count for HCM Solutions is based on all unique lives in the database paid in the previous calendar month.
Promotion Terms

Promotion is spread over months 7 and 8 from start date (also referred to as the Promotional Period) applying only to the newly purchased HCM and Time Modules. Actual promotional value may vary based on a number of reasons, including but not limited to: start date and actual number of employees paid during the promotional months.

Other

Start Date: HCM: 1/30/2017
Client (Sarpy County Offices) agrees to direct debit of fees for service: YES
Expiration Date: 1/1/2017

Summary

<table>
<thead>
<tr>
<th>Estimated Annual Net Investment</th>
<th>$33,153.12</th>
</tr>
</thead>
<tbody>
<tr>
<td>- ($4,250.46/emp)</td>
<td>$27,627.60</td>
</tr>
<tr>
<td>Estimated Annual Net Investment during promotional period:</td>
<td>$27,627.60</td>
</tr>
<tr>
<td>Total Implementation:</td>
<td>$0</td>
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</tbody>
</table>

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

Signature: __________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________

Client: Sarpy County Offices

Signature: __________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________
Company Information
Sarpy County Offices
1210 Golden Gate Dr
Ste 1250
Papillion, NE 68046-2842
United States

Executive Contact
Bonnie Moore
Director, Sarpy County Human Resources
bonnie@sarpy.com
(402) 593-4485

Workforce Now Included Services

Workforce Now HR & Benefits
- ADP Portal with Customized Content
- Policy Acknowledgement
- Organization Charting
- Employee Development Tracking
- Compliance Reporting
- Custom Fields
- Global HR System of Record:
  - Multiple Language & Currencies
  - Country Specific Workflows & Processes
  - Country Specific Custom Fields & Formatting

Essential ACA
- Annual 1094c/1095c Filing

Workforce Now Performance
- Custom Performance Review Templates
- 360 Degree Peer Review

- Employee and Manager Self Service
- Paid Time Off (PTO) Accruals Engine
- Multiple Benefit Plan Types
- Flexible Rate Structures
- Notifications & Approvals
- Dependent & Beneficiary Tracking
- Employee Open Enrollment
- ACA Measurement Dashboard
- Invoice Auditing
- Cobra Event Triggers
- Evidence of Benefit Offering Screens & Reporting
- Employee Goal Management
- Manager Dashboard

Thank you for your consideration
This Amendment modifies, amends, and supplements the terms and conditions of the ADP Major Accounts Services - Master Services Agreement (or Major Accounts Agreement or such equivalent terms and conditions or agreement governing the provision and receipt of ADP's Major Account's services including but not limited to any product specific terms set forth in such prior agreement) between ADP and Client (the "Agreement") and each Annex listed below is added and incorporated into the Agreement in full by this reference as if set forth in the Agreement in full.

ANNEX D: HR, BENEFITS AND TALENT MANAGEMENT SERVICES

BY SIGNING BELOW, CLIENT ACKNOWLEDGES THAT THEY HAVE REVIEWED THE ENTIRE AGREEMENT INCLUDING THE TERMS AND CONDITIONS IN EACH ANNEX CORRESPONDING TO SERVICES PURCHASED PURSUANT TO THE SALES ORDER.

If there is a conflict between this Amendment and any other agreement (or any amendment or addendum to such other agreement) between Client and ADP (or if such other agreement contained terms for services that were not purchased at the time the other agreement was executed), this Amendment 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 current agreement for services.

<table>
<thead>
<tr>
<th>ADP, LLC</th>
<th>CLIENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Signature of Authorized Representative)</td>
<td>(Signature of Authorized Representative)</td>
</tr>
<tr>
<td>(Name - Please Print)</td>
<td>(Name - Please Print)</td>
</tr>
<tr>
<td>(Title)</td>
<td>(Title)</td>
</tr>
<tr>
<td>(Date)</td>
<td>(Date)</td>
</tr>
</tbody>
</table>
ANNEX D

HR, BENEFITS AND TALENT MANAGEMENT SERVICES

1. Billing for Services. If Client is purchasing HR, Benefits or Talent Management 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 after the Effective Date. The billing period for HR, Benefits or Talent Management Services and the pricing for such Services is not bundled with Client's pricing for payroll processing services is based on unique lives in the database paid in the previous calendar month. If the Services Client is purchasing pursuant to this Annex D are bundled with payroll processing services, then billing for such Services shall commence in accordance with the terms of Section 2 of Annex B.

2. Initial Setup Services. Client shall promptly deliver to ADP the Client Content required by ADP to perform initial setup services. Such information and materials shall be in an electronic file format acceptable to ADP.

3. Additional Configuration. After completion of initial setup services, any subsequent changes Client requests to the configuration of the Client Content in the HR and/or Benefits module will be charged at ADP’s then current benefits maintenance fees.

4. ADP Carrier Connection®. If Client is receiving the Benefits products and services and elects the ADP Carrier Connection service, ADP, or its authorized agent(s), will electronically transmit employee data, including employee benefits enrollment data, to Client’s carriers or other third parties authorized by Client, and Client authorizes ADP and its authorized agent(s), to provide such transmission on Client’s behalf. Additionally, commencement of the Carrier Connection service is subject to Client completing the configuration setup of Client Content and the format of such transmission to the designated carriers. ADP’s ability to transmit Client’s employee benefits enrollment data is subject to the provision by the designated carriers of a current functional interface between the benefits module and the designated carriers’ systems. ADP will not be obligated to transmit Client’s data to the designated carriers if at any time Client’s designated carriers fail to provide the proper interface as described above. If Client requires the development of any special interfaces in order to transmit such data to the designated carriers, all work performed by ADP to create such interfaces will be at ADP’s then current fees for such services. Client is responsible for promptly reviewing all records of carrier transmissions and other reports prepared by ADP for validity and accuracy according to Client’s records, and Client will notify ADP of any discrepancies promptly after receipt thereof. In the event of an error or omission in the Carrier Connection services caused by ADP, ADP will correct such error or omission, provided that Client promptly advises ADP of such error or omission. Client shall remain responsible for transmission of all enrollment/disenrollment data to Client’s carriers other third parties authorized by Client until ADP confirms that carrier connection implementation is complete. Additional setup fees will apply when Client elects to add new carrier connections. This includes reconfiguration of existing carrier connections and additional elections requested after connection set up (initial implementation) of the Services. Any changes in Client’s benefit providers that require the establishment of a new carrier connection or the modification of an existing carrier connection shall be considered a new carrier connection.

5. Talent Management Services. Talent Management Services includes Performance, Recruitment and Compensation Management products and services. If Talent Management Services are purchased, the following additional provisions will apply.
   A. Hiring Practices. Client represents and warrants that it will use Talent Management Services for its own hiring and/or HR management purposes only. Client acknowledges and agrees that ADP will not be deemed to be involved in any hiring decisions or evaluation of candidates in connection with the recruitment services, or with any compensation decisions in connection with the compensation management services.
   B. Customized Content. Client understands and agrees that to the extent it chooses to customize any content or documents made available to job candidates through Talent Management Services, including but not limited to job descriptions, online application instructions and questions, Client is responsible for the content of any such customization. Client acknowledges that any content provided by the Talent Management Services may not be suitable for all situations or in all locations, Client should review applicable laws in the jurisdictions in which Client operates and should consult with its own legal counsel prior to utilizing the services.
   C. Sensitive Data. If Client implements the Talent Management Services to collect any sensitive data elements (or special categories of data), Client shall comply with any additional requirements for the processing of these data elements, and it shall be responsible for respecting all individual rights of access, correction or deletion and for responding to any individual or regulatory inquiries.
1. **Description.** ADP will provide the Essential ACA solution specified in the Sales Order (and any applicable service specification) (collectively, the "Essential ACA") to Client in accordance with the terms of this Agreement. Essential ACA is a technology and software solution to assist Client in managing compliance needs related to the Affordable Care Act (ACA), including eligibility calculations and affordability determinations, preparation and electronic filing of Forms 1094-C and 1095-C forms, access to evidence of benefit offering information and benefit offering audit reports. Client must use ADP Workforce Now payroll, HR and benefits services in order to purchase and implement Essential ACA. For those clients that purchase Essential ACA within the 2016 order window (as communicated by ADP to Client based on client status, Workforce Now version and benefits module status as of Effective Date), Essential ACA will commence for the 2016 filing period. If Client purchases Essential ACA after the close of the 2016 order window, Essential ACA will commence in calendar year 2017 (and will not include any filings for the 2016 filing period). For the avoidance of doubt, all Forms filed by ADP with the IRS on behalf of Client will be filed electronically; any Forms sent to Client for its employees by ADP shall be sent in paper form, and if Client has ADP's iPay functionality, ADP will also make Forms accessible to Client employees electronically. It will then be Client's responsibility to distribute the Forms directly to its employees.

2. **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.

3. **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.

4. **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 shall also 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.

5. **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.

6. **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(Q) 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).

7. **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.

8. **Conversion of Data; Required Timeline.** 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 the current filing year, Client must provide the Client Files in accordance with the terms and conditions of this Annex, and such Client Files must be accepted and converted by ADP by December 9 of the previous year. 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. 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 refiled. The obligations described in this Section 7 shall apply to ongoing provision of Client Files to ADP by Client.
9. **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.

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 or such licensed third party as determined by ADP.