



IN THE BUSINESS OF YOUR SUCCESS

New Business Incentive

Approved on 11/1/2024

Client Information:

Service Center: 0076

Parent Code: 10M8G

Client Name: Canyon County

Sales Information:

Sales Contact: Joaquin Gutierrez

Discount Approval:

In the event you purchase the Additional Services Essential ACA , Recruitment & Talent Acquisition, Recruiting Embedded Intelligence, Work Oppportunity Tax Credit, Performance & Goal Management, Document Cloud, you will receive an estimated (annual) savings of \$10,495.52 based on 937 employee count basis (the "Estimated Savings"). The Estimated Savings shall not be applied until the Additional Services have been fully implemented and are ready to be used in a production environment. The existing ADP Services Payroll, HR, Onboarding, Health & welfare carrier connection, Enhanced Time will be reduced. This offer expires on 11/30/2024.

For the avoidance of doubt, the Estimated Savings is based on the employee count, products/services and billing rates in effect as of 10/31/2024. If any of these change during implementation or prior to go-live of the Additional Services, the Estimated Savings will be adjusted to reflect the then current employee count value, product/services and billing rates. The Estimated Savings shall apply only to the ADP monthly, recurring processing fees for such services and shall not apply to any license fees, equipment, additional controls, upgrades or additional locations or expansions of existing eligible services. Fees for Forms W-2, year-end fees, maintenance, delivery or jurisdiction charges or miscellaneous tax fees are not included.

This agreement constitutes the entire understanding between Client and ADP based on the terms set forth above and cannot be changed by cross-outs or handwritten substitutions. Any such changes will be null and void unless reviewed and agreed to by ADP in a revised agreement for consideration by ADP and Client.

Client Signature:

Brad Holton

Date:

11/26/24

24-157

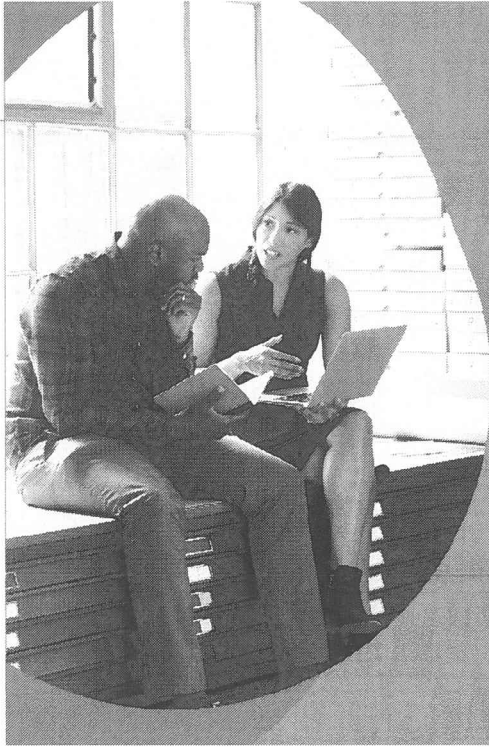
What's Inside

Technology In Action

Product Detail

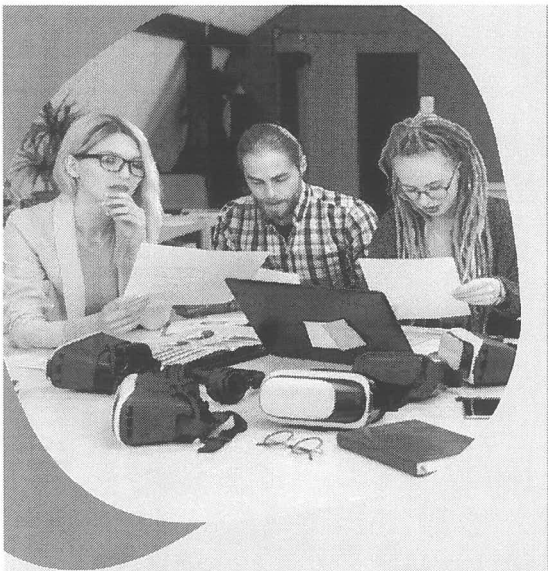
Financial review





ADP Products and Services





TECHNOLOGY IN ACTION

ADP Workforce Now Essential ACA

Managing the complex world of the Affordable Care Act (ACA) compliance is easier with a partner who is an expert in compliance. ADP Workforce Now Essential ACA solutions can help companies, who are impacted by the ACA, have peace of mind that they are collecting the right data required for compliance reporting.

Because ADP Workforce Now is built on a single database, all of your Human Resources, Payroll, and Benefits data are in one place. It's accurate and easily accessible which is imperative when it comes to being able to report on your employees' benefit offerings and fulfilling the ACA annual reporting requirements.

ADP is your trusted partner. You can count on us to help you with the challenges of ACA and providing you with products and services to help keep you compliant.

ACA compliance

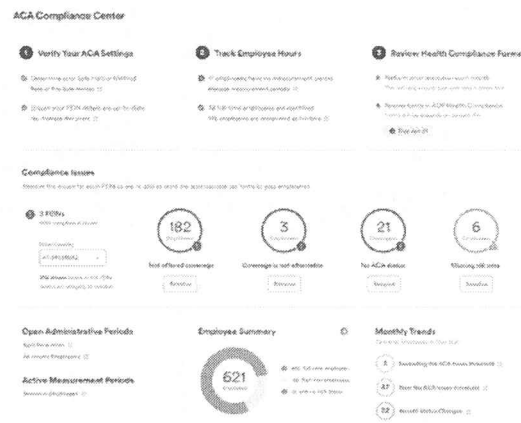
ADP Workforce Now provides you with the information to certify that the benefit plans you are offering:

- Qualify as meeting the Minimum Essential Coverage.
- Are affordable as defined by the ACA guidelines.
- Meet the minimum value for coverage.

ADP Workforce Now provides you with easy-to-read dashboards, screens and reports that prominently highlight ACA information. Our screens produce an automated view of your employees' everyday changes to salary, life events and dependents that impact ACA without manual intervention. You can view each employee and see how the ACA impacts them.

ACA annual filing

When it comes to completing the IRS forms 1094 and 1095 annual reporting, ADP has a comprehensive, integrated and affordable solution. We are dedicated to solving your ACA reporting needs and helping you avoid any issues or fees for non-compliance. ADP will handle the annual reporting requirements for IRS forms 1094-C and 1095-C including distribution of the notice of coverage to your employees, so you don't have to worry about completing and filing these forms.



ADP Workforce Now Recruitment and Talent Activation

Attracting top talent with the right balance of knowledge, skills and experience is necessary to propel your business forward. Your company depends on you to hire and develop the best talent to give your organization a distinct competitive advantage. The strategy starts with you. Executing your plan? We can help with that.

ADP Workforce Now Recruitment helps you attract top talent with intelligent and easy-to-use tools.



Reach candidates where they are actively looking for positions while improving time-to-hire

ADP Workforce Now can help you reach and identify the best candidates for your organization and ultimately improve your time-to-hire.

- Advertise your open positions across 25,000+ job boards, including leading providers such as ZipRecruiter, Indeed and Glassdoor — all managed easily through your Workforce Now solution.
- Take a more proactive and efficient approach to hiring with ZipRecruiter Job Slots*, an intelligent way to identify and match qualified candidates with your open roles.

*Only available to companies with 50-999 employees



Engage top talent and create a stellar candidate experience

Create a first impression that sticks — break free from the clutter of the competition with an engaging candidate experience.

- Showcase your employer brand and company culture through a configurable, mobile-enabled career site for applicants
- Remove the doubt of "what's next?" and nurture candidates through the hiring process with email and text messaging communications



Help your people and your bottom line with streamlined recruiting processes

Hiring can be a time-consuming undertaking — and an expensive one if not executed wisely. Leverage the power of ADP Workforce Now to help control your costs, improve your process, and create the fastest route to success

- Report on your cost and time to hire so you can continually improve your hiring strategy
- Review sourcing efficiency of each job site
- Take advantage of an integrated screening and selection process with automated reviews and resume sharing to avoid costly mistakes and mitigate risk
- Prime future recruiting pipelines with Talent Communities for candidates



ADP Workforce Now Performance and Goal Management

With ADP Workforce Now Performance and Goal Management you get one system to help make the most of your biggest asset — your people.

Gain a comprehensive view of employee performance

ADP Workforce Now Performance and Goal Management can help turn a stellar candidate into a high performer for your organization. You'll have the data you need to spot performance trends, identify candidates for career growth, and address issues before they become problems with our easy-to-use performance dashboard.

- Provide automated reminders for upcoming deadlines
- Navigate different review types — Annual, New Hire, PIP, Disciplinary and custom reviews
- Access customizable review templates and processes
- Review complete historical performance record for every employee.

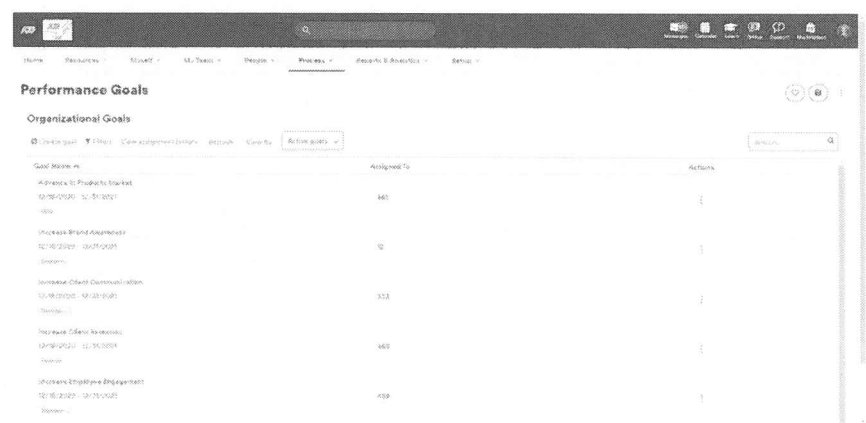
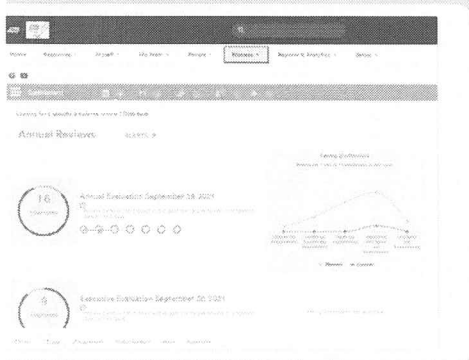
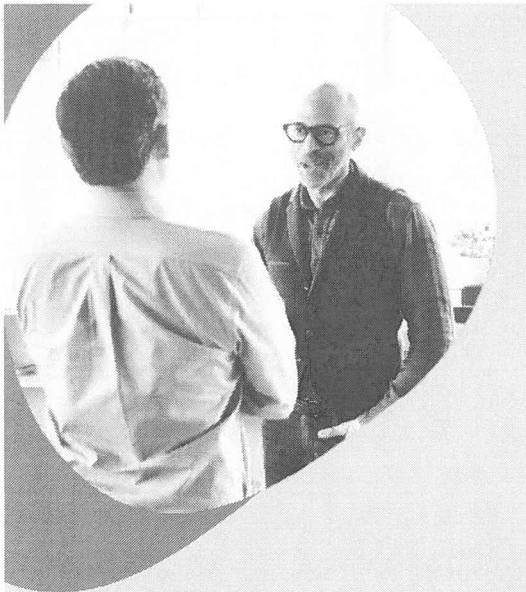
Drive growth with SMART Goals

Designed to help all levels of the organization succeed, ADP Workforce Now helps reduce the administrative and manual burdens for HR while creating a more seamless performance review experience for managers and employees. Assign flexible, SMART goals to help drive continuous growth of your employees. Empower managers with highly configurable tools that help them better assess and develop their teams

- Rate and weight key performance information
- Supports additional raters during reviews
- Accelerate the review and approval process
- Use performance reviews to establish and execute on personal, team and company goals

Highly effective talent management strategies mean greater employee productivity where the average revenue per employee is 26% higher; reduced voluntary turnover with high performers having 41% lower turnover; and improved ability to adapt to today's economy with 28% less likely to have experienced a major layoff (>10%).

— Bersin and Associates



ADP Workforce Now[®] Succession Planning

Gartner's Future of HR 2020 Survey¹ shows that HR leaders struggle to develop effective senior leaders (according to 37 percent of respondents) and mid-level leaders (45 percent). Eighty-one percent of HR leaders cite lack of readiness as a top reason that high-potential candidates were unable to fill leadership positions.

With increased competition for talent and growing retention challenges, organizations are focused on developing internal talent through succession planning. HR leaders need to plan for succession at all levels by identifying key talent and managing talent pipeline and bench strength.

With ADP Workforce Now Succession Planning, you can make better workforce decisions by identifying high-potential performers and proactively planning for talent gaps.

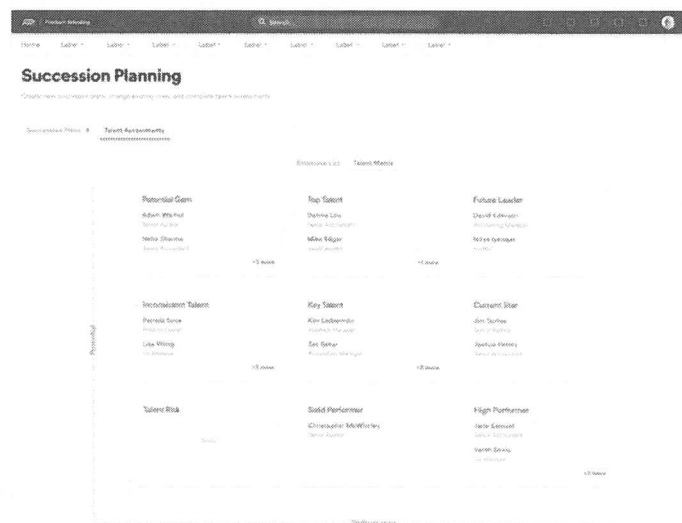
Nearly **80%** of organizations don't have a formal succession plan in place.²

Talent assessment

- Empower your managers to assess their teams by scoring their employees based on pre-set survey questions related to potential versus performance
- Easily visualize your team's strengths and gaps with an automatically generated intuitive nine-box dashboard

Succession plans

- Create succession plans for all critical roles, add potential successors and set their readiness timeline to help make informed workforce decisions
- Track, update and manage succession plans to ensure evolving talent risks and needs are covered



Sources:

1. Gartner Top 3 Priorities for HR Leaders in 2020, November 2019
2. SHRM, Succession Planning is Critical in Uncertain Times, March 9, 2022

ADP Workforce Now Compensation Management

To stay competitive, companies must work hard to ensure they both pay equitably and accommodate for differences in industries, job positions and geographies. A company's strategic approach to compensation planning directly impacts their ability to attract and retain top talent.

For many organizations, continued reliance on spreadsheets and manual compensation planning has critical implications for those charged with compensation planning. ADP Workforce Now Compensation Management streamlines the process and lessens the risks of your current practice.

Pay for performance

- Drive a pay-for-performance culture by linking employee performance with awards. Define award guidelines consistent with your organizational goals and overall culture

Budget and guidelines

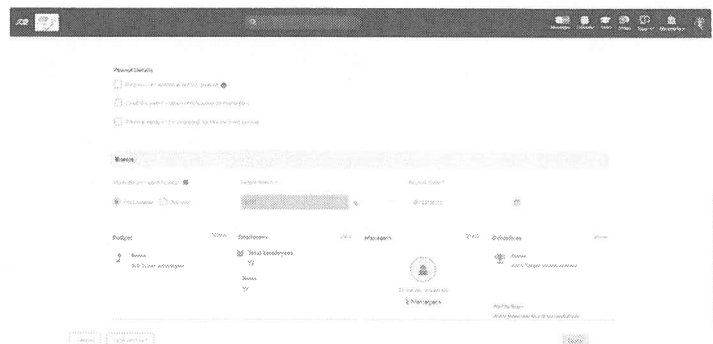
- Simplify the merit and bonus event cycle. Provide managers with an intuitive tool to complete award recommendations
- Define budget plans that reflect your business practices (top-down/bottom-up) and assign manager specific budgets
- Eliminate manager confusion and ensure adherence to budgets by utilizing the built-in client configurable merit matrix and initial recommendation tool

Approval workflow and communication

- Leverage ADP Workforce Now's unified database to ensure each stakeholder is securely reviewing the most up to date data
- Managers, HR professionals and executive stakeholders each have tremendous visibility to all aspects of events and recommendations that impact their organization
- Ensure changes made during a compensation event do not conflict with changes made outside the event
- Communicate client customizable compensation notices via self-service or leverage mass print functionality

Compensation is often the single biggest cost to an employer and, depending on the industry, can be up to 70 percent of a company's annual operating costs.

— Enterprise Compensation Solutions: The Next Wave in Integrated Talent Management, Bersin and Associates



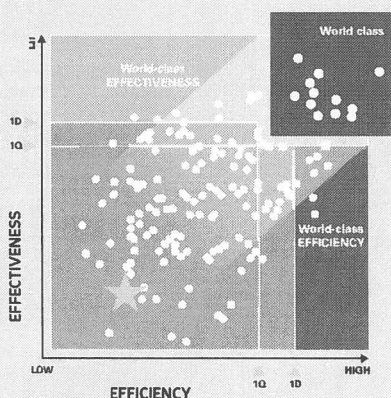
ADP Workforce Now Document Cloud™

Introducing ADP Workforce Now Document Cloud, a place where you can store employee documents in one unified database. With Document Cloud™ you can access your employee documents anytime, anywhere and from any location. ADP Workforce Now Document Cloud supports a company's green initiatives while helping to stay compliant with document storage regulations. ADP Workforce Now Document Cloud includes role-based security functionality designed to assist with the multitude of recordkeeping requirements under federal law such as the ADA, FMLA and HIPAA. By using ADP Workforce Now Document Cloud, your HR department can become more productive and can reduce storage costs associated with physical document storage.

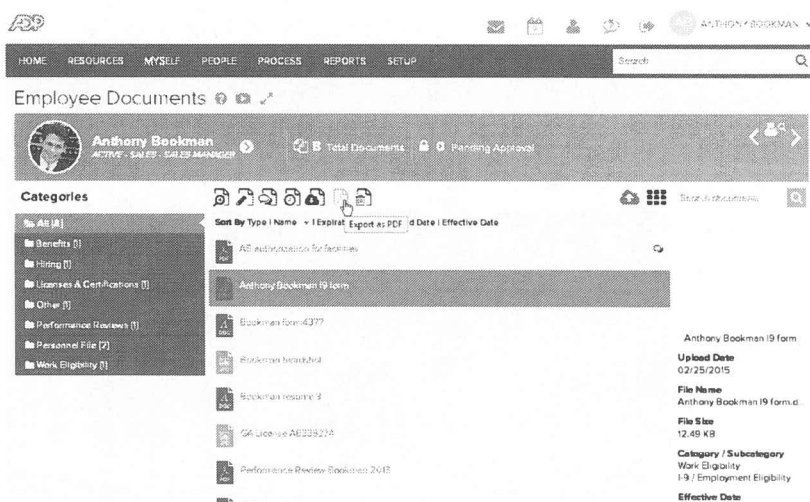
Every company is required to manage, safely store, retrieve and retain specific employee records for compliance reasons. Additionally, there are many other employee documents that need to be accessible to various authorized individuals within an organization. ADP is redefining the document management process for mid-sized companies by providing a vehicle to simply and securely store and provide access to all your employee documents — in the Cloud!

Included features:

- Secure cloud based documents storage
- Attach any digital document/file to an employee
- Integrated with HCM
- Document access auditing
- Categorize, tag, annotate documents
- Universal web mobile viewer
- Easily search, view, print and send documents on demand



ADP does not offer legal advice, please consult your legal or HR professional for specifics on what documents may be required to retain, who in your organization should have access and record retention requirements under any applicable laws.





Financial review



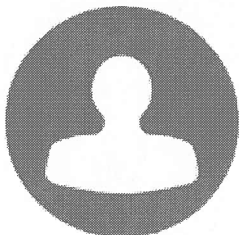


Company Information

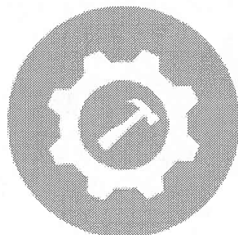
Canyon County
1115 Albany St
Caldwell, ID 83605-3522
United States

Executive Contact

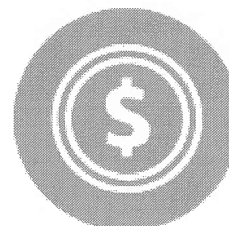
Marty Danner
HR Director
marty.danner@canyoncounty.id.gov
(208) 454-7316



937
Total
Employees



\$0.00
Implementation
Costs



\$37,779.84
Total Annual
Investment

Expiration
11/27/2024

ADP Sales Associate

Joaquin Gutierrez
Senior Client District Manager
joaquin.gutierrez@adp.com
(520) 263-8614

** The Implementation Costs and Total Annual Investment listed out on this Investment Summary are estimates based on the services, frequencies, recurring rates and pay counts outlined on the sales order and are shown for illustrative purposes only. These numbers are not binding amounts and shall not become incorporated into or made a part of any sales order or services agreement governing the services contemplated therein.

Sales Order

Quote Number 02-2024-483949 8



Company Information

Canyon County
1115 Albany St
Caldwell, ID 83605-3522
United States

Executive Contact

Marty Danner
HR Director
marty.danner@canyoncounty.id.gov
(208) 454-7316

Recurring Fees and Considerations

Number of Employees: 937 on Canyon County , Company Code M8G



Monthly Processing

	Count	Min	Base	Rate	Monthly	Annual
Workforce Now HCM Solutions	937	-	-	\$3.36	\$3,148.32	\$37,779.84
• Essential ACA						
• Recruitment and Talent Acquisition						
• Recruiting Embedded Intelligence						
• Performance and Goal Management						
• Document Cloud						



Total Annual Investment

Total Annual

Workforce Now Services

\$37,779.84



Other Considerations Implementation

Total



Total Other Considerations

Total Setup

Implementation and One-Time Fees

\$7,000.00

Discount Value

(\$7,000.00)

Total Net Implementation and One-Time Fees

\$0.00



ADP Workforce Now
Master Services Agreement



ADP, Inc.: (referred to herein as "ADP")

One ADP Boulevard
Roseland, New Jersey 07068
United States

Client: (referred to herein as "Client")

Canyon County
1115 Albany St

Caldwell, ID 83605-3522, United States

Attention
Marty Danner

(Effective Date)

This Amendment modifies, amends, and supplements the terms and conditions of the ADP Workforce Now® Master Services Agreement, Global Master Services Agreement, or such equivalent terms and conditions or agreement between ADP and Client (the "Agreement"). ADP and Client agree that ADP shall provide Client with the following additional services in accordance with the terms set forth herein and in the Agreement. It is understood that to the extent this Amendment modifies an Agreement that does not include any reference to annexes as set forth herein, references to such annexes are for illustration purposes only and do not define, limit, or otherwise affect the meaning of any provisions hereof or as set forth in the Agreement. The terms set forth in each annex listed below and attached hereto are incorporated into the Agreement in full by this reference as if set forth in full therein.

ANNEX D:	HR, BENEFITS, TALENT MANAGEMENT AND ESSENTIAL ACA SERVICES
ANNEX E:	ESSENTIAL ACA

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 the Agreement (or any amendment or addendum to the Agreement) or if the Agreement contained terms for services that were not purchased at the time the 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 the Agreement.

ADP, Inc.

CLIENT

(Signature of Authorized Representative)

(Signature of Authorized Representative)

(Name - Please Print)

(Name - Please Print)

(Title)

(Title)

(Date)

(Date)

Brad Holton

Brad Holton

Chairman, Board of County Commissioners

11/26/2024



Important Project and Billing Information

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.

Other

ADP Fees for service frequency and method will follow that of the parent company code. ADP will send all invoices to marty.danner@canyoncounty.id.gov

Expiration Date: 11/27/2024

Summary			
Estimated Annual Net Investment:	<u>\$37,779.84</u>	Total Net Implementation:	<u>\$0.00</u>

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, Inc.

Client: Canyon County

Signature: _____

Signature: Brad Holton

Name: _____

Name: Brad Holton

Title: _____

Title: President/Chairman

Date: _____

Date: 11/26/2024

Sales Order

Quote Number 02-2024-483949 8



Workforce Now Included Services

Essential ACA

- Annual 1094c/1095c Filing

Recruitment and Talent Acquisition

- Mobile-first, branded career site for applicants
- Seamless job posting on 25,000+ job sites
- Candidate communications using email and mobile text
- ZipRecruiter job slots

Performance and Goal Management

- Custom Performance Review Templates
- 360 Degree Peer Review
- Compensation Management

Document Cloud

- Secure Cloud Based Document Storage
- Search & Auditing Functionality

- Evidence of Benefit Offering Screens & Reporting

- Requisition management and reporting
- Talent communities
- Interview scheduling and offer letter management
- Industry and Geographic Compensation Benchmarks

- Employee Goal Management
- Manager Dashboard
- Succession Planning

- Digital Employee Record
- Roles Based Security

Thank you for your consideration



- 1 **ADP HCM Services.** Only the terms for those Services that have been purchased by Client (as listed on a Sales Order) will apply.
 - 1.1 **ADP Data Cloud** (which may include Analytics and Market and People Insights if listed on the Sales Order). Provide tools to analyze and understand data.
 - 1.1.1 **Analytics.** Enables an employer to gain insight from data for key Human Capital Management (HCM) metrics.
 - 1.1.2 **Market and People Insights.** Enables comparison of an employer's performance with other companies in the same industry and/or region to facilitate insight into business performance against industry averages for key Human Capital Management (HCM) metrics.
 - 1.2 **ADP Document Cloud.** Integrated solution to support maintenance and retrieval of employee-specific documents via cloud-based technology.
 - 1.3 **Benefit Services.** Technology to facilitate the administration of employee benefits, including applying eligibility rules, facilitating online enrollment and changes and calculating payroll deductions within a unified system, as well as providing data to carriers through ADP carrier connection services.
 - 1.4 **Essential ACA Services.** 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.
 - 1.5 **Human Resources Administration Services.** Administration of human resource functions using a unified system to (i) process and audit employee lifecycle events and (ii) provide compliance tracking and reporting, including new hire reporting, and automate notification and approval processes via self-service/direct access, and also including:
 - 1.5.1 **WFN EI-9 Services.** Electronic I-9 administration and onboarding services to help facilitate and manage I-9 and related employment eligibility verification processes.
 - 1.6 **Talent Acquisition Solutions.** Talent acquisition solutions (which shall include Talent Management and Activation as listed on the Sales Order) made up of the following:
 - 1.6.1 **ADP Recruiting Management Services** (which may include Recruitment and Talent Acquisition if listed on the Sales Order). Talent recruiting management technology, including talent acquisition for exempt and non-exempt workforce.
 - 1.7 **Talent Management Solutions.** Technology to facilitate the administration of talent management services, that may include if listed on the Sales Order:
 - 1.7.1 **ADP Performance Management.** Solutions and tools to facilitate the performance management process, including goal alignment, and employee engagement.
 - 1.7.2 **ADP Compensation Management.** Solutions and tools to administer the compensation planning process.
 - 1.7.3 **Learning Management.** Solutions and tools to facilitate the career and individual development of the workforce through formal and informal learning.
 - 1.7.4 **Succession Planning.** Solutions and tools to facilitate talent assessments and establish action plans for critical roles.
- 2 **ADP Recruiting Management Services.** The following additional terms and conditions apply to the ADP Recruiting Management Services (apply only if Client receives ADP Recruiting Management Services):
 - 2.1 **Hiring Practices.** Client shall be exclusively responsible for all hiring practices, including, but not limited to, complying with all employment laws, including, if applicable, the monitoring, analysis and reporting of any adverse impact that may result from any specification or criteria that Client uses to rank candidates in the ADP Recruiting Management Services Application Programs.
 - 2.2 **Vendors.** Client shall be exclusively responsible all access and use of the ADP Recruiting Management Services by its vendors and such vendors' compliance with the terms of this Agreement.
 - 2.3 **Additional Third-Party Terms.** During the Term of this Agreement, the Client's use and access to the Recruiting Management Services may be subject to additional terms of services which shall be included within the ADP Recruiting Management Services. Prior to enabling the Recruiting Management Services, Client shall ensure that its Users of Recruiting Management Services click through and accept such additional terms of service.
- 3 **Benefit Services.** The following additional terms and conditions apply to the Benefit Services (apply only if Client receives Benefit Services):
 - 3.1 **Benefits Liaison.** Client shall designate in writing to ADP one or more contacts for the Benefit Services (the "Client Benefits Liaison"), and such Client Benefits Liaison shall have the authority to (i) provide information, instructions and direction on behalf of the Client, each Plan Administrator and, if applicable, each "fiduciary" (as defined in Section 3(21) of ERISA) of each separate Plan, and (ii) grant or provide approvals (other than Amendments) required or permitted under the Agreement in connection with the Benefit Services. "Plan" as used in this Annex D means Client's plan, including a group health plan, as identified by Client for the applicable Services. "Plan Administrator" as used in this Annex D means the appropriate plan administrator as defined in Section 3(16)(A) of ERISA and Section 414(g) of the Internal Revenue Code of 1986, as amended.
 - 3.2 **Compliance of Benefit Plans.** Client shall furnish to ADP all necessary information and data for each Plan. Client shall be responsible for the final preparation, approval and submission of Plans and related amendments to applicable governmental authorities. Client is responsible for, and shall take measures required under state and federal law to assure the qualification and compliance of the Plans with such laws.
 - 3.3 **Disclaimer.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE SCOPE OF SERVICES, CLIENT EXPRESSLY ACKNOWLEDGES THAT ADP IS NOT THE "ADMINISTRATOR" OR "PLAN ADMINISTRATOR" AS DEFINED IN SECTION 3(16)(A) OF ERISA AND SECTION 414(g) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, RESPECTIVELY, NOR IS ADP A "FIDUCIARY" WITHIN THE MEANING OF ERISA SECTION 3(21), NOR IS ADP A "HEALTH CARE CLEARINGHOUSE" WITHIN THE MEANING OF SECTION 1171 OF THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996, AS AMENDED ("HIPAA") AND CLIENT SHALL NOT REQUEST OR OTHERWISE REQUIRE ADP TO ACT AS SUCH. FURTHER, ADP DOES NOT PROVIDE CLAIMS



PROCESSING OR ANY OTHER COVERED FUNCTION WHICH WOULD CAUSE ADP TO BE CONSIDERED A BUSINESS ASSOCIATE AS DEFINED AT 45 CFR §160.103. ALL ENROLLMENT INFORMATION AND RELATED DATA COLLECTED BY ADP IS ON BEHALF OF CLIENT AND NOT ANY EMPLOYER-SPONSORED BENEFIT PLAN. ALL OTHER INFORMATION COLLECTED BY ADP FOR PROVIDING BENEFIT SERVICES IS CONSIDERED EMPLOYMENT RECORDS AND EXPLICITLY EXCLUDED FROM THE DEFINITION OF PROTECTED HEALTH INFORMATION AS STATED AT 45 CFR §160.103, AND IS NOT PROTECTED BY HIPAA'S PRIVACY RULE. SEE ALSO IDENTIFIABLE HEALTH INFORMATION: FINAL RULE, 67 FED. REG. 53,182, 53,192 (Aug. 14, 2002). ADP SHALL NOT EXERCISE ANY DISCRETIONARY AUTHORITY OR DISCRETIONARY CONTROL REGARDING MANAGEMENT OF ANY PLAN OR MANAGEMENT OR DISPOSITION OF ANY PLAN ASSETS. ADP SHALL NOT RENDER INVESTMENT ADVICE FOR A FEE OR OTHER COMPENSATION, DIRECT OR INDIRECT, WITH RESPECT TO ANY MONIES OR OTHER PROPERTY OF ANY PLAN, NOR DOES ADP HAVE ANY AUTHORITY OR RESPONSIBILITY TO DO SO. ADP HAS NO DISCRETIONARY AUTHORITY OR DISCRETIONARY RESPONSIBILITY IN THE ADMINISTRATION OF THE PLAN(S).

3.4 Carrier Connections. ADP will, at Client's request, and for an additional charge as set-out in the applicable Sales Order, provide Client with the following Carrier Connections services:

3.4.1 ADP 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 to provide such transmission on Client's behalf. Commencement of carrier connection service is subject to Client completing the configuration setup of Client Content and the format for such transmission to the designated carriers.

3.4.2 ADP's ability to transmit Client Content data is subject to the provision by Client's designated carriers of a current functional interface between ADP's systems and the designated carriers' systems. ADP will not be obligated to transmit Client's data to designated carriers if at any time Client's designated carriers fail to provide the proper interface as described above. 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 carrier connection services caused by ADP, ADP will correct such error or omission, provided that Client promptly advises ADP of such error or omission.

3.5 Third Party Services Available through or Integrated with the Services. At times, ADP may make available to Client through the Services, or integrate the Services with, the services of a third party, either through a link, integration, or otherwise. ADP reserves the right to terminate such links, services or integrations at any time for any reason. If Client uses any third party services that are integrated with or linked to the Services which require the transmission, use, sharing, access or exchange of Client Content or any other payroll or other data or information provided to ADP or the third party by Client, Client is expressly agreeing to the transmission, use, sharing, access and exchange of such data between ADP and the third party. Client's use of any third party services will be governed by any terms Client agrees to with the third party and in the event of any conflict between the terms of this Agreement and any third party terms, the terms of this Agreement will apply to the provision of the Services by ADP to Client.

3.6 Additional Third-Party Terms. During the Term of this Agreement, the Client's use of, and access to, the Benefit Services may be subject to additional terms of service which will be included within the Benefit Services. Prior to enabling such Services, Client shall ensure that its Users of Benefit Services click through and accept such additional terms of service.

3.7 Technology Credit Program. ADP has a Technology Credit Program to accept technology credits from carriers that participate in ADP's strategic carrier partner program (each, a "Strategic Carrier Partner") and apply those funds to Client invoices for ADP benefits administration services, subject to the following additional terms:

3.7.1 As between Client and ADP, Client is solely responsible for (i) Client's acceptance of the Technology Credit; and directing ADP to apply such Technology Credit to offset Client's benefits administration Services fees; (ii) the determination whether the Technology Credit is a Plan Asset and the consequences resulting from such determination; and (iii) any compliance obligations that may arise under ERISA or other applicable laws as a result of Client's acceptance of the Technology Credit. "Technology Credit" means funds paid by a Strategic Carrier Partner and applied by ADP to Client's invoice for benefit administration fees.

3.7.2 If Client elects to accept a Technology Credit, Client will instruct ADP how to apply such Technology Credit. ADP will verify all information provided by Client regarding the Technology Credit with the applicable Strategic Carrier Partner. Per Client direction, ADP will apply the Technology Credit to Client's invoice for benefits administration services fees no earlier than sixty (60) days following ADP's receipt of the Technology Credit from the Strategic Carrier Partner.

3.7.3 Client shall remain responsible for payment of the fees for the Services in accordance with the Agreement if the Strategic Carrier Partner fails to remit sufficient, good and available funds to ADP.

3.7.4 To the extent Client adds a Strategic Carrier Partner's benefits plan to Client's ADP Workforce Now benefits module, Client consents to ADP working with such carrier with respect to the Services, including sharing with such carrier that Client offers a benefits plan provided by such carrier.

4. Essential ACA Services. ADP will provide the Essential ACA solution specified in the Sales Order (and any applicable service specification) to Client in accordance with the terms of this Agreement. The following terms apply if Client receives Essential ACA with Benefit Services.

4.1. Client must use ADP Workforce Now payroll, HR and benefit services in order to purchase and implement Essential ACA. 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.



- 4.2. **Client ACA Liaison.** Client shall designate in writing to ADP the name of one person who shall serve as ADP's principal designated contact for Essential ACA (the "Client ACA Liaison"), and such Client ACA Liaison shall have the authority to (i) provide information, instructions and direction on behalf of Client, and (ii) grant or provide approvals (other than Amendments) required or permitted under the Agreement in connection with Essential ACA. Client shall designate an alternate Client ACA Liaison in the event the principal Client ACA Liaison is not available.
 - 4.3. **Disclaimer.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE SCOPE OF SERVICES, CLIENT EXPRESSLY ACKNOWLEDGES THAT ADP IS NOT THE "ADMINISTRATOR" OR "PLAN ADMINISTRATOR" AS DEFINED IN SECTION 3(16)(A) OF ERISA AND SECTION 414(g) OF THE CODE, RESPECTIVELY, NOR IS ADP A "FIDUCIARY" WITHIN THE MEANING OF ERISA SECTION 3(21). 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). ADP EXPRESSLY DISCLAIMS ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS WITH RESPECT TO ESSENTIAL ACA, THE ADP APPLICATION PROGRAMS OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP.
 - 4.4. **Important Tax Information (IRS Disclosure).** Notwithstanding Client's engagement of ADP to provide Essential ACA, please be aware that Client remains responsible for the timely filing of all required reports and filings, and the timely payment of Client penalty obligations. The Internal Revenue Service recommends that employers enroll in the U.S. Treasury Department's Electronic Federal Tax Payment System (EFTPS) to monitor their accounts and ensure that timely tax payments are being made for them, and that online enrollment in EFTPS is available at www.eftps.gov; an enrollment form may also be obtained by calling (800) 555-4477.
 - 4.5. **Additional Requirements.** Client further understands that ADP Essential ACA Services may be modified as ADP may deem appropriate to assist ADP in complying with its obligations.
 - 4.6. **Additional Termination Provisions for Essential ACA Services.** If ADP reasonably determines that it can no longer provide all or any portion of Essential ACA Services due to changes in applicable law or application of existing law, ADP may, in its sole discretion and upon notice to Client, immediately terminate the applicable portion of Essential ACA Services.
5. **WFN EI-9 Services.** The following additional terms and conditions apply to WFN EI-9 Services, to the extent Client receives these Services:
- 5.1. **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:
 - 5.1.1. 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.
 - 5.1.2. Client is responsible for reviewing reports available to Client on the WFN EI-9 Services and for resolving (or causing the applicable employee to take action to resolve) missing or incomplete Forms I-9. This includes communicating with the employee in question and the submission or resubmission of the missing or incomplete Form I-9.
 - 5.1.3. ADP executed a Memorandum of Understanding with the UDHS as the E-Verify employer agent. E-Verify is the DHS's employment eligibility verification program which allows participating employers to electronically verify the employment eligibility of each newly hired employee and/or employee assigned to a covered federal contract. The following is required as it relates to the use of E-Verify through ADP and will apply only to the extent Client is using E-Verify through ADP:
 - 5.1.3.1. Notify ADP of (i) the location(s) where Client elects to enroll; and (ii) whether the employer is a federal contractor or a federal, state or local government organization.
 - 5.1.3.2. Execute a Memorandum of Understanding with the DHS and ADP (as its E-Verify employer agent), and comply with the terms and conditions set forth therein.
 - 5.1.3.3. Review and comply with the policy and procedures contained in the E-Verify User Manual for Employers, and any superseding policy and procedures, available to Client on the WFN EI-9 Service.
 - 5.1.3.4. 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 6.1.2.
 - 5.1.3.5. Ensure all of Client's authorized users (i) complete the mandated E-Verify training course and any applicable update courses administered by ADP and (ii) pass a knowledge test with the required score.
 - 5.1.3.6. Immediately notify ADP of any updates/changes to its E-Verify employer status (e.g., Client becomes a federal contractor or Client ceases being a federal contractor).
 - 5.2. **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.



6. **Learning Management.** The following additional terms and conditions apply to the Learning Management (apply only if Client receives Learning Management):
 - 6.1. **Party Content Uploaded.** Except for content created or licensed by ADP for Client's use, the Client is solely responsible for any content uploaded, used, copied, installed or enabled (collectively, "**Client-Uploaded Material**") on the WFN learning management platform. The Client shall not submit any Client-Uploaded Material that is: (a) libelous, defamatory, obscene, threatening, abusive, illegal or otherwise objectionable, or (b) protected by copyright, trademark, trade secret, or other proprietary right without a valid license from the owner of such copyright, trademark, trade secret, or other proprietary right. The Client is singularly responsible for obtaining and maintaining all licenses and any other necessary rights (contractual or otherwise) for any Client-Uploaded Material.



ADP Health Compliance/Essential ACA Services. ADP will provide either Essential ACA Services or ADP Health Compliance Services (collectively "ACA/Health Compliance Solution") as specified in the Sales Order (and any applicable service specification) to Client in accordance with the terms set forth herein.

1. **Essential ACA Services Description.** Essential ACA 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 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. **ADP Health Compliance Services Description.** A technology, software, and service solution to assist in managing the compliance needs related to the employer shared responsibility provisions of the ACA, including eligibility calculations, affordability determinations, and regulatory management (provision of notices of coverage; management of exchange notices; preparation, delivery, and filing of annual IRS Forms 1094-C and 1095-C; and penalty management).
3. **Client Liaison.** Client shall designate in writing to ADP the name of one person who shall serve as ADP's principal designated contact for the applicable ACA/Health Compliance Solution (the "Client Liaison"), and such Client Liaison shall have the authority to (i) provide information, instructions and direction on behalf of Client, and (ii) grant or provide approvals (other than Amendments) required or permitted under the Agreement in connection with applicable ACA/Health Compliance Solution. Client shall designate an alternate Client Liaison in the event the principal Client Liaison is not available.
4. **Disclaimer.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE SCOPE OF SERVICES, CLIENT EXPRESSLY ACKNOWLEDGES THAT ADP IS NOT THE "ADMINISTRATOR" OR "PLAN ADMINISTRATOR" AS DEFINED IN SECTION 3(16)(A) OF ERISA AND SECTION 414(g) OF THE CODE, RESPECTIVELY, NOR IS ADP A "FIDUCIARY" WITHIN THE MEANING OF ERISA SECTION 3(21). 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). ADP EXPRESSLY DISCLAIMS ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS WITH RESPECT TO THE APPLICABLE ACA/HEALTH COMPLIANCE SOLUTION, THE ADP APPLICATION PROGRAMS OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP.
5. **Client Vendors.** Client will at its own cost make all necessary arrangements with its third party vendors to cause such vendors to send data to and receive data from ADP as required for ADP to provide the applicable ACA/Health Compliance Solution. Client shall reimburse ADP for any costs ADP is required to bear in connection with or arising out of any such transmissions of data from and/or to such third party vendors.
6. **Important Tax Information (IRS Disclosure):** Notwithstanding Client's engagement of ADP to provide the applicable ACA/Health Compliance Solution, please be aware that Client remains responsible for the timely filing of all required reports and filings, and the timely payment of Client penalty obligations. The Internal Revenue Service recommends that employers enroll in the U.S. Treasury Department's Electronic Federal Tax Payment System (EFTPS) to monitor their accounts and ensure that timely tax payments are being made for them, and that online enrollment in EFTPS is available at www.eftps.gov; an enrollment form may also be obtained by calling (800) 555-4477.
7. **Additional Termination Provisions for ACA/Health Compliance Solutions.** If ADP reasonably determines that it can no longer provide all or any portion of the applicable ACA/Health Compliance Solution due to changes in applicable law or application of existing law, ADP may, in its sole discretion and upon notice to Client, immediately terminate the applicable portion of ACA/Health Compliance Solution. Client may upon written notice to ADP terminate the applicable ACA/Health Compliance Solution if Client reasonably determines that it can no longer, or no longer has a need under current law, to receive all or any portion of the type of service provided by the applicable ACA/Health Compliance Solution.

