

SALES ORDER

City Of Central Falls
 City Hall 580 Broad Street
 Central Falls, RI 02863
 United States

Today's Date: 6/15/2015
 Quote Number: 02-2015-875164.1

Control Start Date: 8/10/2015

Executive Contact
James Diossa
 Mayor
 jdiossa@centralfallsri.us
 401-727-7470

ADP Sales Associate
Todd Palmer
 todd.palmer@adp.com
 781-622-3236

Number of Employees for Payroll processing : 260 on control: City Of Central Falls

Monthly Fees	Count	Min	Base	Rate	Monthly Fee	Annual Totals
Workforce Now HR Solutions	260			\$1.05	\$273.00	\$3,276.00

Essential ACA

Annual 1094c/1095c Filing

Evidence of Benefit Offering Screens & Reporting

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

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

Sub Total					\$273.00	\$3,276.00
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Invoice Details

Unit Fees

Implementation Fees

	Count	One Time Fee
Implementation for Workforce Now HR Solutions	1	\$750.00

Sub Total		\$750.00
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Promotion:

Three months free of newly purchased modules; Applies to months 7-9 from start date

Summary

Annual Total of Monthly Fees	\$3,276.00
Total One-Time Fees (Total of all one-time fees)	\$750.00

Start Date Type	Start Date	Goal

Contact Type	Contact	Phone
Payroll	Elaine Carey	401-727-7470
Executive	James Diossa	401-727-7470
Client Security Master	Kathryn Gaouette	401-727-7700
Primary	Cynthia DeJesus	401-616-2405

Control Summary

	Control Name	Company Code	Pays
Control 1	City Of Central Falls	3VK	260

Client agrees to direct debit of fees for service: Yes

Expiration Date: 7/30/2015

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

ADP, LLC

By: _____

Name: _____

Title: _____

Date: _____

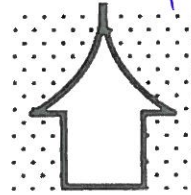
Client:

By: _____

Name: JAMES DISSA

Title: MANOR

Date: 4/17/15



**HERE
SIGN**

APPROVED

Matthew L. Jenyke
City Solicitor

Reviewed per F.S.A.
Leonard Morganis
Administration & Finance Officer

MAJOR ACCOUNT SERVICES - MASTER SERVICES AGREEMENT

6/15/2015
(Effective Date)

ADP, LLC: One ADP Boulevard (referred to herein as "ADP")
Roseland, New Jersey 07068

CLIENT: City Of Central Falls (referred to herein as "Client")
City Hall 580 Broad Street, Central Falls, RI 02863, United States

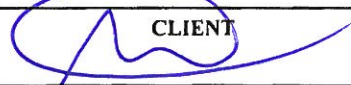
Attention: James Diosa

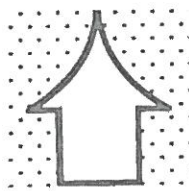
ADP and Client agree that ADP shall provide Client with the following services in accordance with the terms and subject to the conditions set forth in this Major Accounts Services Master Services Agreement.

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

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

ADP, LLC	CLIENT
_____ (Signature of Authorized Representative)	 _____ (Signature of Authorized Representative)
_____ (Name - Please Print)	<u>JAMES DIOSA</u> _____ (Name - Please Print)
_____ (Title)	<u>MAYOR</u> <u>6/17/15</u> _____ (Title) (Date)



SIGN
HERE

APPROVED

Matthew J. Jonyak
City Solicitor

Reviewed per F.S.A.

Leonard Morganis
Administration & Finance Officer

ANNEX E Essential ACA

1. **Description.** ADP will provide the Essential ACA solution specified in the Sales Order (and any applicable service specification) (collectively, the “**Essential ACA solution**”) to Client in accordance with the terms of this Agreement. Essential ACA is a technology and software solution to assist in managing compliance needs related to the Affordable Care Act (ACA), including eligibility calculations and affordability determinations, preparation and electronic filing of 1094c and 1095c 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 receive the Essential ACA solution.
2. **Delivery of Client Content.** Client shall promptly deliver to ADP the Client Content as required by ADP in an electronic file format specified by and accessible to ADP and will include any materials relating to Client and necessary for incorporation in the Essential ACA solution, including, but not limited to, any Human Resources, Payroll, Time and Labor, Benefits, Form I-9, and/or financial data.
3. **Client ACA Liaison.** Prior to the commencement of ADP’s provision of the Essential ACA solution, Client shall designate in writing to ADP the name of one person who shall serve as ADP’s principal designated contact for the Essential ACA solution (the “**Client ACA Liaison**”). Client hereby represents and warrants to ADP that the Client ACA Liaison has, and shall at all times have, the requisite authority to transmit information, directions and instructions on behalf of Client. The Client ACA Liaison also shall be deemed to have authority to issue, execute, grant, or provide any approvals (other than amendments to this Agreement), requests, notices, or other communications required or permitted under this Agreement or requested by ADP in connection with the Essential ACA solution. Client shall designate an alternate Client ACA Liaison in the event the principal Client ACA Liaison is not available.
4. **Client Instructions.** In the event ADP shall have any questions relating to a particular set of facts or client directions, then ADP shall request clarification from the Client ACA Liaison. The Client ACA Liaison shall have the responsibility to obtain answers to any such questions or objections and ADP shall be entitled to rely upon such answers and to follow any directions communicated by the Client ACA Liaison. Client authorizes ADP to release employee-related data to third party vendors of Client as are designated by Client from time to time. ADP shall be under no duty to question the measures taken or directions provided by Client pursuant to any section of this Annex E.
5. **Disclaimer.** **NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE SCOPE OF SERVICES, CLIENT EXPRESSLY ACKNOWLEDGES THAT ADP IS NOT THE “ADMINISTRATOR” OR “PLAN ADMINISTRATOR” AS DEFINED IN SECTION 3(16)(A) OF ERISA AND SECTION 414(g) OF THE INTERNAL REVENUE CODE, RESPECTIVELY, NOR IS ADP A “FIDUCIARY” WITHIN THE MEANING OF ERISA SECTION 3(21). ADP SHALL NOT EXERCISE ANY DISCRETIONARY AUTHORITY OR DISCRETIONARY CONTROL RESPECTING MANAGEMENT OF ANY BENEFIT PLANS SPONSORED OR OFFERED BY CLIENT. ADP HAS NO DISCRETIONARY AUTHORITY OR DISCRETIONARY RESPONSIBILITY IN THE ADMINISTRATION OF THE CLIENT’S BENEFIT PLAN(S).**
6. **Implementation Services.** ADP will assist Client in implementing the Essential ACA solution for the benefit of and in conjunction with Client in accordance with the provisions of Sections 7 and 8 below. ADP will use commercially reasonable efforts to complete the implementation services in a timely manner.
7. **Conversion of Data; Required Timeline.** Client shall provide to ADP, and shall cause any third-party providers to 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 1094c and 1095c forms will be provided. For purposes of clarification and example, in order for ADP to perform the preparation and electronic filing of 1094c and 1095c forms in January of 2016, Client must provide the Client Files in accordance with the terms and conditions of this Annex E, and such Client Files must be accepted and converted by ADP by November 1, 2015. Client assumes the responsibility for the Client Files to be transmitted to ADP, including, but not limited to, their condition, content, format, usability or correctness. Client shall perform all Client Files refinement, purification and reformatting in order for the Essential ACA solution to be performed by ADP. With Client’s pre-approval, ADP shall be compensated on a time and expense basis at ADP’s standard rates in effect at such time in the event ADP is required to perform any such refinement, purification or reformatting. Client will cooperate with ADP and provide ADP with all necessary information and assistance required in order for ADP to successfully convert the Client Files. ADP will notify Client when, in accordance with its normal acceptance procedures, the applicable Client Files have been successfully converted and when the Essential ACA solution are operational. Client understands and agrees that if Client fails to provide the Client Files in order for such Client Files to be accepted and successfully converted by November 1st, in any given year, ADP will not provide the preparation and electronic filing of 1094c and 1095c forms for that year and Client will not be eligible for credit of any fees paid for the Essential ACA solution for that year. The obligations described in this Section 7 shall apply to ongoing provision of Client Files to ADP by Client.
8. **Project Lead.** Client will designate a project lead for the implementation of the Essential ACA solution and will promptly notify ADP of the name, telephone number and email address of such person. The Client project lead will be deemed to have authority to issue, execute, grant, or provide any approvals, requests, notices, or other communications required under this Annex E or requested by the other party in connection with the implementation of the Essential ACA solution. The project lead will bring appropriate personnel/skillsets to the project as needed.

9. **Billing for Services.** If Client is purchasing Essential ACA Services and the pricing for such Services is not bundled with Client's pricing for Payroll Processing services, billing for such Services will begin on the earlier of (i) the date that the services are available for use by Client in a production environment OR (ii) ninety (90) days from the Effective Date. If the Services Client is purchasing pursuant to this Annex E are bundled with Payroll Processing Services, then billing for such Services shall commence in accordance with the terms of Section 2 of Annex B.
10. **Licensed Entity.** Notwithstanding the use in this Annex E of the word "ADP", in the event that ADP determines that all or a portion of the Essential ACA solution may be subject to licensing or other regulatory requirements, such services shall be performed solely by such wholly owned subsidiary of Automatic Data Processing, Inc. as shall be designated by ADP.



IN THE BUSINESS OF YOUR SUCCESSSM

ACA Services Statement of Work

Taxpayer Legal Name: City of Central Falls			
Legal Address: City Hall 580 Broad Street		City, State, Zip, County: Central Falls, RI 02863	
Payroll Contact: Elaine Carey		Executive Contact: Kathy Gaouette	
Phone: 401-727-7470	Email: payroll@centralfalls.ri.us	Phone: 401-727-7700	Email: Gaouettek@cfschools.net

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

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

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

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

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

Client Elects: No Charge

Option 3: ACA Historical Hours Import*: When up to 18 months of hours history is required.

Includes: Extraction, conversion and import into Workforce Now on the client's behalf, Limited to one source / vendor

Client Elects: \$1,000 Conversion Fee [SCN: 4Z F00302]

Option 4: ACA Historical Hours Import*: When up to 36 months of hours history is required

Includes: Extraction, conversion and import into Workforce Now on the client's behalf, Limited to one source / vendor

Client Elects: \$1,500 Conversion Fee [SCN: 4Z F00301]

Option 5: Full Check History Conversion*: When importing up to 4 years' worth of history is needed

Includes: Extraction, conversion and import into Workforce Now on the client's behalf, Limited to one source / vendor

Client Elects: \$2,600 Conversion Fee [SCN: 4Z F00300]

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

Reviewed per F.S.A.
Leonard Morganis
Administration & Finance Officer

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

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

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

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

Client Elects: \$500 Conversion Fee [SCN: 4Z F00064]

Option 3: ACA Employee Load: Required only if medical plan runs on a fiscal year or Benefits Module is setup mid-calendar year

Includes: Importing Effective Date, ACA Status, Minimum Value Provided, Cost of Employee-only Coverage for current calendar year

Client Elects: \$500 Conversion Fee [SCN: 4Z F00063]

C. Self Funded / Self Insured Plan Support

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

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

Option 2: ACA Dependent Load: Required only if Self Funded/Self Insured plans AND client is implementing an ADP Benefits Module mid-calendar year

Includes: Importing Effective Date, Covered Dependents and prior plan creation (if applicable) going back to beginning of current calendar year

Client Elects: \$500 Conversion Fee [SCN: 4Z F00065]

Terms and Conditions: Changes in project scope and/or unforeseen internal/external issues such as delays beyond ADP control may impact completion date and project cost. Prices for the state set on the effective date shall not change, but any changes or additions to the statement of work shall be subject to price changes in the normal course of business, at ADP's discretion. Upon completion of the services, Client will immediately notify ADP. If the services and deliverables outlined in this statement of work have not been satisfactorily delivered, Services, including any deliverables, shall be deemed accepted by Client unless Client notifies ADP within 10 business days of the date of completion of the services. In the event that Client terminates this SOW or the Agreement and work hereunder has already commenced, Client agrees that it is responsible for all costs and fees incurred by ADP prior to the effective date of such termination and such amounts shall be due and payable by Client to ADP within 5 days of receipt of invoice.

As part of the scope of this Statement of Work, customization on projects will be maintained and supported by ADP within thirty (30) days following delivery. Ongoing phone support, additional change request customization on upgrades, including those coinciding with new software releases, are available at additional cost. After this initial 30 day period, recurring maintenance fees (detailed in this SOW) will apply to these Professional Services identified in this SOW.

This Statement of Work is an addendum to the Agreement executed by the parties and is incorporated by reference as if fully set forth herein. All other terms and conditions of the Agreement shall be fully 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.

*This proposal expires thirty (30) days after Proposal Date if not signed by Client. Options & Rates above only apply to companies with ADP to 999. Valid through 9/25/15.

APPROVED

Matt Hawk
City Solicitor

ADP Sales Associate: Todd Palmer	Date: 6.15.15
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Client Authorization:	Date: 6/17/15
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