KENTUCKY STATE UNIVERSITY BOARD OF REGENTS

Thursday, March 1, 2018 1:00 p.m.

Carl M. Hill Student Center Ballroom Kentucky State University Frankfort, Kentucky 40601

AGENDA

1. **Call to Order** Regent Elaine Farris, Chair

2. **Roll Call** Dr. M. Christopher Brown II, Secretary

3. Adoption of the Agenda Regent Elaine Farris

4. **Opening Remarks** Regent Elaine Farris

5. **Approval of Minutes** Regent Elaine Farris

A. Minutes of the December 7, 2017, Regular Meeting of the Board of Regents

6. **President's Quarterly Report**

Dr. M. Christopher Brown II, President

- 7. Presentations
 - A. Belle S. Wheelan, Ph.D., President, Southern Association of Colleges and Schools Commission on Colleges
 - B. Patricia A. Higgins, Ed.D., Chair, Green Ribbon Commission on Academic Prioritization and Budget Alignment
- 8. Committee Areas
 - A. Academic Affairs

Regent Dalton Jantzen

- 1. Action Items
 - a. Conferral of Spring 2018 Degrees
 - b. Approval of Posthumous Degree Candidate
 - c. Approval of Honorary Degree Candidate
 - d. Request for Approval of Candidate for Tenure and/or Promotion
 - 2. Informational Item
 - a. Southern Association of Colleges and Schools Commission on Colleges Update
- B. <u>Enrollment Management and</u> Brand Identity

Regent Roger Reynolds

- 1. Informational Items
 - a. Spring 2018 Enrollment Management Update
 - b. Quarterly Media and Brand Identity Report
 - c. University Branding Survey Update

C. <u>Institutional Advancement and</u>

Regent Ron Banks

Alumni Relations

- 1. Informational Items
 - a. Public Engagement Initiatives Report

D. <u>Finance and Administration</u>

Regent Mindy Barfield

- 1. Informational Items
 - a. Quarterly Financial Status Update
 - b. 2018-2020 Budget Forecast
 - c. Review of Campus Facilities and Priorities
 - d. Audit Updates

E. <u>Student Engagement and Campus Life</u>

Regent Elaine Farris

- 1. Informational Items
 - a. Residence Life Update
 - b. Spring 2018 Campus Life Programs

F. Governance

Regent Paul Harnice

- 1. Informational Item
 - a. The Gold Book Revisions Update

G. <u>Legal</u>

Attorney Lisa Lang,

- 1. Action Item General Counsel
 - a. Approval of Contracts
 - i. Addendum to M. Christopher Brown II, Ph.D. Employment Agreement
 - ii. ADT Residential Services Contract
 - iii. National IPA Participation Agreement and ADP Master Services Agreement

9. Campus Stakeholder Presentations (3 minutes each)

A. Faculty Senate Updates Ms. Dantrea Hampton,

Faculty Senate President
Mr. Joseph Goodman

B. Staff Senate Updates Mr. Joseph Goodman,

Staff Senate President

C. Student Government Updates Regent Onaje Cunningham,

Student Government Association President

10. Closed Session

Regent Elaine Farris

- A. Pending Litigation (KRS 61.810 (1)(c))
- B. Individual Personnel Matters (KRS 61.810 (1)(f))

11. **Open Session** Regent Elaine Farris

12. **Closing Remarks** Regent Elaine Farris

13. **Adjournment** Regent Elaine Farris

KENTUCKY STATE UNIVERSITY

Regular Meeting of the Board of Regents 1:00 p.m., December 7, 2017

2nd Floor Julian M. Carroll Academic Services Building Frankfort, Kentucky Regent Elaine Farris, Presiding

I. Call to Order

Chairperson Elaine Farris, Ph.D. called the meeting to order at 1:00 p.m. and welcomed everyone.

II. Roll Call

President M. Christopher Brown II, Ph.D. conducted roll call:

Regent Ron Banks	Present
Regent Mindy Barfield, Esq.	Present
Regent Karen Bearden, Ph.D.	Present
Regent Onaje Cunningham	Present
Regent Elaine Farris, Ph.D.	Present
Regent Derrick Gilmore	Present
Regent Paul Harnice, Esq.	Present
Regent Dalton Jantzen	Present

Regent Elgie McFayden, Ph.D.

Regent Syamala H. K. Reddy, Ph.D.

Regent Roger Reynolds

Present

Present

Ten Regents were in attendance; a quorum was established.

III. Adoption of the Agenda

MOTION by Regent McFayden:

Move the Board to approve the December 7, 2017, Board of Regents Agenda.

Seconded by Regent Barfield and passed without dissent.

IV. Opening Remarks

Chairperson Farris introduced special guest, Ms. Diana Sims-Harris, a doctoral student at Indiana State University whose research is focused on women governing

board members at public institutions. Ms. Sims-Harris interviewed Dr. Farris and is observing the meeting.

V. Approval of Minutes

MOTION by Regent Gilmore:

Move to approve the minutes of the September 7, 2017, Board of Regents meeting. Seconded by Regent Barfield and passed without dissent.

VI. President's Quarterly Report

President M. Christopher Brown II reviewed the packet of materials he provided to the Board. Highlights included an update on a campus wide Policy and Procedure Manual, Spring Encampment 2018, factors that could impact the University's Budget, and KSU's annual update report to the Interim Joint Committee on HB 303's State Management and Improvement Plan.

VII. Committee Areas

A. Academic Affairs

- 1. Action Items
 - a. President Brown presented a Resolution for the conferral of the Summer 2017 Degrees.

MOTION by Regent Gilmore:

Move the Board to confer the Summer 2017 Degrees.

Seconded by Regent McFayden and passed without dissent.

b. President Brown presented a Resolution for the conferral of the Fall 2017 Degrees.

MOTION by Regent McFayden:

Move the Board to confer the Fall 2017 Degrees.

Seconded by Regent Barfield and passed without dissent.

c. President Brown requested approval to award a posthumous Degree to Diego Jones.

MOTION by Regent McFayden:

Move the Board for approval to award a Posthumous Degree to Diego Jones.

Seconded by Regent Reynolds and passed without dissent.

d. President Brown requested approval to award an Honorary Degree.

MOTION by Regent McFayden:

Move the Board to approve an Honorary Degree Candidate for Doctor of Humane Letters to Xerona Clayton.

Seconded by Regent Barfield and passed without dissent.

e. President Brown requested approval to award Dr. Joe Moffett tenure and promotion.

MOTION by Regent McFayden:

Move the Board to approve Dr. Joe Moffett as Candidate for Tenure.

Seconded by Regent Reynolds and passed without dissent.

2. Informational Items

- a. President Brown gave an update on mid-term grades and provided statistics on courses with the highest numbers of D, F, and W grades; courses with the highest number of missing mid-term grades; and majors that are the highest and lowest producers of degrees.
- b. President Brown recognized the first of Doctor of Nursing Practice graduating class.
- c. President Brown provided an update on KSU's attendance at the SACSCOC Annual Meeting in Dallas, Texas.

B. Enrollment Management and Brand Identity

Clara Ross Stamps, Vice President for Enrollment Management and Brand Identity, provided a synopsis of KSU's brand identity, including KSU's social media presence, website re-design, trademarking, and the Clear Bag Policy.

C. <u>Institutional Advancement and Alumni Relations</u>

1. Informational Items

- a. Rick Smith, Interim Vice President for External Relations and Development, presented the Biennial Endowment Report. President Brown expressed concern that the University does not bank locally, resulting in a lack of community engagement. A discussion was held and it was agreed that President Brown would bring an update on banking to the next meeting.
- b. Sonia Sanders, Assistant Vice President for Public Engagement and Community Outreach, gave an update on the Billy Ray Cyrus event, the President's Brunch, and the Chamber of Commerce ribbon cutting at the Thoroughbred Shop at the Capitol Plaza Hotel. The final report and costs associated with Homecoming 2017 will be available at the next meeting and a 2018 Homecoming Committee will be formed.
- c. Ms. Sanders presented the Community Engagement Report. Kentucky State University participated in ribbon cutting ceremonies, Thanks for Giving Food Drive, and Toys for Tots.
- d. Mr. Smith introduced the following new coaches: Katrina English, Head Volleyball Coach; Fatimah Shabazz, Interim Head Track and Field Coach; David Morton, Interim Head Softball Coach; and Robert Manley, Interim Head Golf Coach.

D. Finance and Administration

1. Informational Items

- a. Kevin Appleton, Senior Vice President for Finance and Administration, presented the Quarterly Financial Status Update. The report included an update on the RFP to retain a food service provider and the outsourcing of the payroll process. Preparation of financial reports by Dean Dorton for the audit of June 30, 2017, has fallen behind schedule. A preliminary financial statement has been provided to the State Controller, Ed Ross. Mr. Appleton and President Brown discussed a possible shortfall of funds due to unbudgeted expenses, as many prior year bills were not paid and are being paid from this fiscal year's budget.
- b. In the 2018-2020 Budget Request, Mr. Appleton addressed the KERS increase and Performance Funding, both of which could significantly impact KSU's budget.
- c. Mr. Appleton's Campus Facilities and Priorities report included technology updates, campus appearance, energy upgrades, and various

infrastructure repairs and improvements. The pedway is being managed by the Kentucky Department of Transportation and the completion date has been pushed to February of 2018.

d. Candidates have been interviewed for Internal Auditor.

E. Student Engagement and Campus Life

1. Action Items

a. Dr. Thomas Calhoun, Vice President for Student Engagement and Campus Life, spoke about establishing a University College for first year and pre-major students to inform students about performance, advising, academic support, programs, curriculum and overall experiences.

MOTION by Regent Gilmore:

Move the Board to approve the establishment of a University College.

Seconded by Regent McFayden and passed without dissent.

F. Governance

President Brown gave an update of the Gold Book revisions to be completed by March.

G. Legal

1. Action Items

a. General Counsel Lisa Lang presented contracts for Board approval.

MOTION by Regent McFayden:

Move the Board to approve the contracts of Kentucky Agricultural Development Board; McCarthy Strategic Solutions, LLC; Sturgill, Turner, Barker & Moloney, PLLC; and Sodexo Operations, LLC.

Seconded by Regent Barfield and passed without dissent.

VIII. Campus Stakeholder Presentations

- A. Dantrea Hampton, President of the Faculty Senate, presented the Faculty Senate updates.
- B. Joseph Goodman, Director of Student Support Services, presented the Staff Senate updates.

- C. Regent Onaje Cunningham presented the Student Government updates.
- IX. No closed session was held.
- X. Open session
- XI. No closing remarks
- XII. Adjournment

MOTION by Regent McFayden:

Moved the Board for adjournment at 4:45 p.m.

Seconded by Regent Reynolds and passed without dissent.



PRESIDENT'S QUARTERLY REPORT

- March 2018 -

PEOPLE

- Tymon Graham, Special Assistant for Strategic Initiatives
- Lauren Graves, Director of Institutional Effectiveness
- Rachelle Johnson, Director of Government Relations
- Greg Rush, Special Assistant for Fiscal Accountability

PERFORMANCE

- Annual University Report to the Council on Postsecondary Education
- Fiscal Accountability and Institutional Control State Auditor request

PHYSICAL PLANT

- Boiler function, history, and issues (circa 2010/2012)
- Main Street Pedway completion target date (Summer 2018)

PLANNING

- SB 153 Postsecondary Education Performance Fund for distribution through the Council on Postsecondary Education (a working group should be established for triennial evaluation).
- Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) pending visit March 12-14, 2019

POLICIES

• 164.296 Vocational and nonvocational programs at state universities --Joint programming -- Review of programs below associate level. (Effective: May 30, 1997)

PROCESSES

- Academic Calendar changes (e.g., commencements on Friday)
- Academic Center for Excellence (ACE) transition to University College
- Operations and Efficiency Consultant to examine KSU Policy and Procedures Manual/Guidelines (March 2018)

PROFITS

- 2018 Legislative Session Budget Process
- Enrollment management profile and limitations

PROJECTS

- Campus-wide Salary Assessment: Status, Comparisons, and Targets Chaired by Dr. Gus Ridgel and Co-Chairs by Ms. Clara Stamps, Professor Reba Rye, and Mr. Greg Rush.
- Green Ribbon Commission on Academic Prioritization and Budget Alignment Chaired by Dr. Patricia Higgins

PUBLICATIONS

• 2018 Legislative Priorities: Kentucky State University

POTPOURRI

• Annual Land-Grant Program Legislative Fish Fry (5:00 pm)

Southern Association of Colleges and Schools Commission on Colleges (SACSCOC)



AN OVERVIEW

GOALS OF WORKSHOP

Overview of accreditation in general and of the Southern Association of Colleges and Schools (SACSCOC) specifically

Understanding the requirements of each of the *Principles of Accreditation* and the role of the institution's board in the accreditation process

TYPES OF ACCREDITING AGENCIES

National

Accredit institutions of higher education that have a single focus irrespective of location

Regional

Accredit all aspects of an institution of higher education in specific regions

Specialized or Professional

Accredit programs within institutions

REGIONAL ACCREDITATION PURPOSES





REGIONAL ACCREDITATION PURPOSES





REGIONAL ACCREDITATION PURPOSES





CHARACTERISTICS OF REGIONAL ACCREDITATION

- Comprehensive, Periodic Review
- Focus on Institution-Wide Goals,
 Processes, Outcomes
- Related to Institutional Purpose and Mission
- Regional in Scope

- Voluntary
- Non-Governmental
- Decentralized National System
- Non- Profit

Six Regional Accrediting Associations



C-RAC

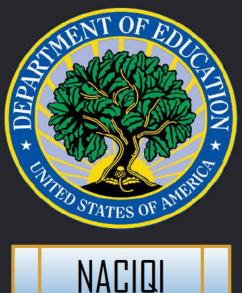
Council of Regional Accrediting Commissions



OVERSIGHT OF COMMISSION ACTIVITIES

1. REVIEW

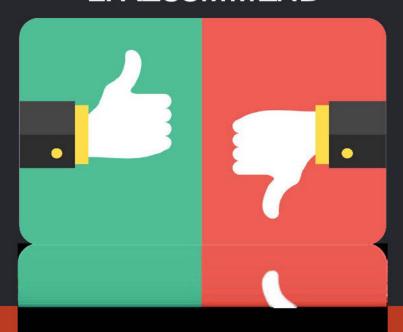


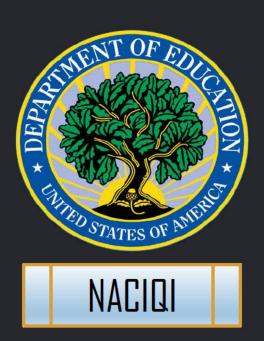




OVERSIGHT OF COMMISSION ACTIVITIES

2. RECOMMEND





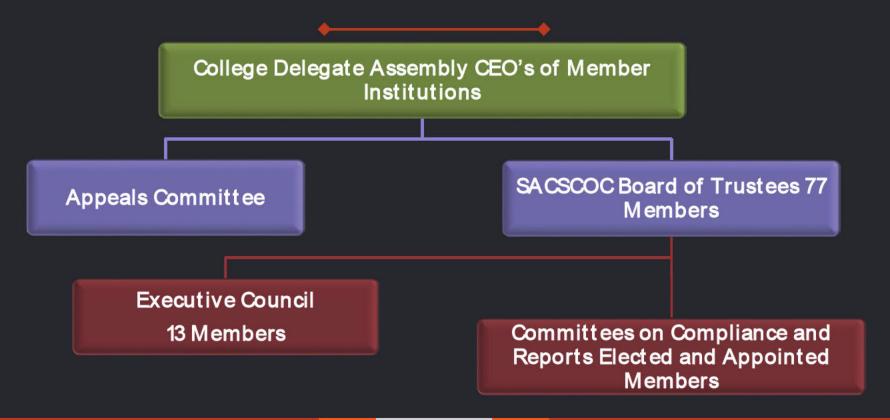
OVERSIGHT OF COMMISSION ACTIVITIES

3. RECOGNITION





STRUCTURE OF SACSCOC



SACSCOC BOARD OF TRUSTEES

- 77 Trustees
- Three institutional representatives from each state (33)
- One public member from each state (11)
- One international member
- Thirty-two at large representatives from member institutions (32)

- Represent public, private, and forprofit institutions
- Represent all levels of member institutions
- Meet twice a year in June and in December
- Presidents, other administrators, faculty from member institutions

Appeals Committee

Some decisions affecting an institution are appealable, e.g., withdrawal from membership. When an institution appeals, the Appeals Committee meets to hear the appeal.



PRINCIPLES OF ACCREDITATION

- Section 1 Principle of Integrity
- Section 2 Mission
- Section 3 Basic Eligibility Standard
- Section 4 Governing Board
- Section 5 Administration and Organization
- Section 6 Faculty
- Section 7 Institutional Planning and Effectiveness

PRINCIPLES OF A CCREDITATION CONT'D

- Section 8 Student Achievement
- Section 9 Educational Program Structure and Content
- Section 10 Educational Policies, Procedures, and Practices
- Section 11 Library and Learning/Information Resources
- Section 12 Academic and Student Support Services
- Section 13 Financial and Physical Resources
- Section 14 Transparency and Institutional Representation

New Principles

- Boards define and regularly evaluate their responsibilities and expectations
- The institution provides information and guidance to help student borrowers understand how to manage their debt and repay their loans.



REAFFIRMATION PROCESS



ROLES OF THE BOARD

Policy-Making Body

Hire, Evaluate, Fire ŒO

Fiduciary Responsibility

PRINCIPLES RELATED TO THE GOVERNING BOARD

Α

Is the legal body with specific authority over the institution.

<u>D.</u>

Is not controlled by a minority of board members or by organizations or institutions separate from it.

B.

Exercises fiduciary oversight of the institution.

E.

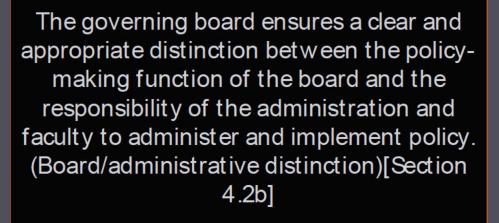
Is not presided over by the chief executive officer of the institution. (Characteristics of Board)[Section 4.1]

<u>C.</u>

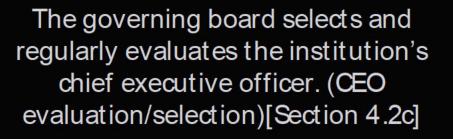
Ensures that both the presiding officer of the board and a majority of other voting members of the board are free of any contractual, employment, personal, or familial financial interest in the institution.

The Governing Board ensures the regular review of the institution's mission. (Mission Review) [Section 4.2a]

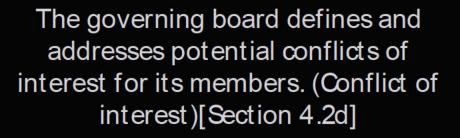










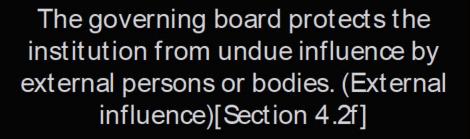




The governing board has appropriate and fair processes for the dismissal of a board member. (Board dismissal)[Section 4.2e]

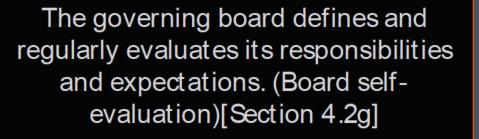


Principles
Related to the
Role of the
Governing
Board



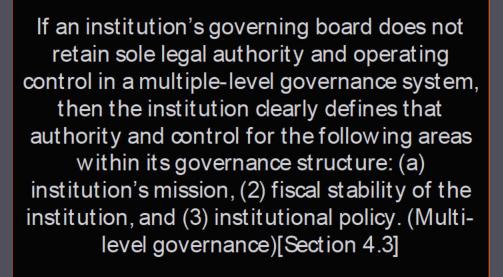


Principles Related to the Role of the Governing **Board**



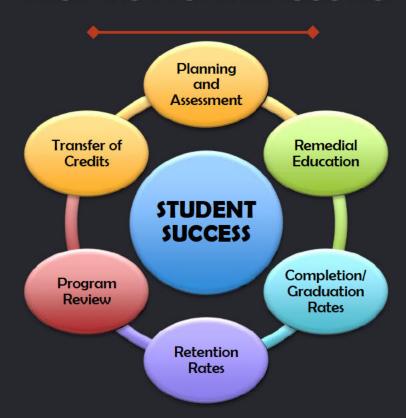


Principles Related to the Role of the Governing Board





INSTITUTIONAL ISSUES



THANKS!

ANY QUESTIONS?





Dr. Belle S. Wheelan, President bwheelan@sacscoc.org
404.679.4512

ACADEMIC PROGRAM REVIEW

KENTUCKY STATE UNIVERSITY

Presidential Green Ribbon Commission on Academic Prioritization and Budget Alignment

Dr. Patricia Higgins, Associate Professor Chair of the Academic Program Review

March 1, 2018



A JOINT ACADEMIC PROGRAM REVIEW PROCESS

COMMITTEE MEMBERS

DR. M. CHRISTOPHER BROWN II, President

Dr. Debbie Thomas, Provost and Vice President for Academic Affairs

DR. KRISTEN E. BROADY, Vice Provost for Graduate Studies and Academic Specialization SACSCOC Liaison

Ms. Kimberly Sipes, Faculty/ Deputy Provost for Undergraduate Education and Faculty Affairs

Dr. Patricia Higgins, Assoc. Professor, Chair of the Committee

Mrs. Dantrea Hampton, President Faculty Senate

ACADEMIC LEADERS

Dr. Emmanuel Amadife

Dr. James Obielodan

Dr. Farida Olden

Dr. John Sedlacek

Dr. Avinash Tope

Dr. Herman Walston

A JOINT ACADEMIC PROGRAM REVIEW PROCESS

COMMITTEE MEMBERS

Dr. Kenneth Andries - Faculty Dr. Bonnie Marshall - Consultant/Retiree

Ms. Yolanda Benson - Registrar Mr. John Martin - Faculty

Dr. Phillip Clay - Faculty Dr. Keith McCutchen - Faculty

Dr. Margaret Davis - Alumni Mr. Ron Moore - Alumni

Dr. Crystal deGregory - Director Dr. Vida Pendleton - Consultant

Mrs. Francène Gilmer - Staff Mr. Watez Phelps - Student

Mr. Derrick Gilmore - Staff Dr. Kirk Pomper - Interim Dean

Mr. Joseph Goodman - Staff Dr. Cynthia Shelton - Faculty/Interim Dean

Dr. Betty Griffin - Retiree Dr. Johnny Sheppard - Alumni

Ms. Summer Gritton - Student Ms. Tyishuanea Simms - Student

Dr. Jens Hannemann - Faculty Dr. Tamara Sluss - Faculty

Dr. Lee Charles Harris - Alumni/Retiree Ms. Sheila Stuckey - Library Director

Dr. Christopher Hayden - Faculty/Acting Dean Dr. Wilfred Reilly - Faculty

Mr. Garland Higgins - Alumni/Retiree Mrs. Cathy Thomas - Alumni

Ms. Briana Hodge - Student Ms. Delores Townsend - Alumni

Mr. Jared Hubbard - Student Michael Weaver - Student

THE ACADEMIC PROGRAM REVIEW PROCESS: PURPOSE

The purpose of the Commission is to determine the effectiveness of each program in carrying out the University's mission, goals, strategic initiatives and to promote continuous improvement.

The review process generates appraisal of the academic units strengths and weaknesses, in order to foster academic excellence within the unit, identify methods to increase quality and provides critical guidance for administrative decisions.

ACADEMIC PROGRAM REVIEW PROCESS: A WORK IN PROGRESS

The entire Commission has met four times and numerous small-groups sessions were held to complete assigned tasks and to review 37 degree-conferring programs.

- The group examined program reviews from other Kentucky universities and prior Academic Program Reviews completed for KSU.
- After reviewing data from OIRE/CPE, the Commission selected 19 (51.35 percent) bachelor-and master-level programs that failed to meet the Council on Postsecondary Education's threshold for program productivity.

ACADEMIC PROGRAM REVIEW PROCESS: SETTING THE STANDARD

The Council's guidelines for Review of Academic Program Productivity [November 1999] established the following thresholds to be used to identify programs for review:

ASSOCIATE PROGRAMS

BACHELOR'S PROGRAMS

MASTER'S PROGRAMS

DOCTORAL PROGRAMS









AWARDED DURING 5-YEAR PERIOD

DEVELOPED CRITERIA RUBIC BASED ON CPE'S STANDARD FOR PROGRAM EVALUATION

- Using CPE standard
- Decided on a three year program review period
- Revealed 19 low-performing programs would undergo an intensive review process
- Agreed that chairs/faculty of programs being considered for possible elimination should have an opportunity to meet with Commission members concerning programs

ACADEMIC PROGRAM REVIEW PROCESS: WHERE WE ARE

Ninety percent of the Commission's work is completed. A draft copy of the report has been disseminated to administrative leadership.

REPORT HIGHLIGHTS INCLUDE:

- Approved programs
- Summary of findings on program continuation decisions
- Number of grants that have impacts on students, program delivery instruction, etc.
- Summary of recommendations for continuation and budgetary implications
- Program recommendations sheets/guidelines for each intensely reviewed program

THE REVIEW PROCESS: FORWARD THINKING

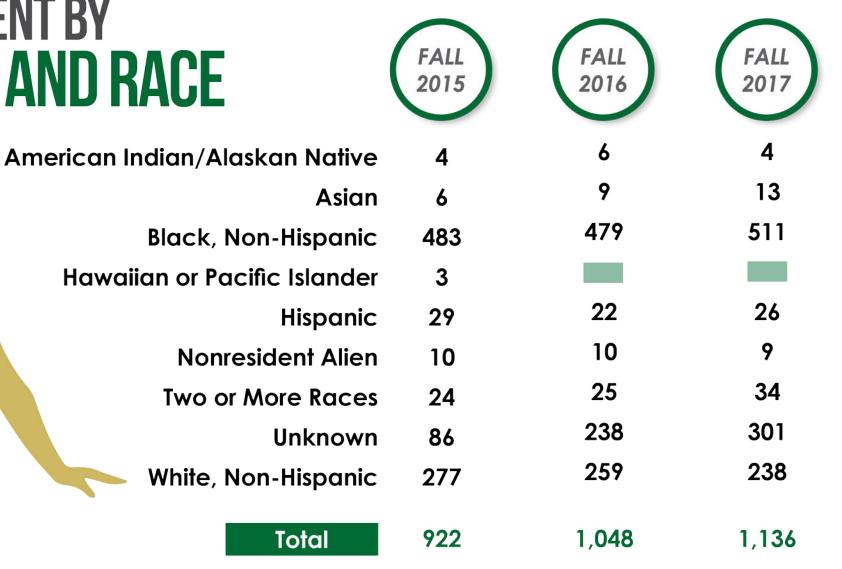
PROGRAM CONTINUATION RECOMMENDATIONS FOR KSU WAS BASED ON A 16-FACTOR RUBRIC AND OTHER CRITERIA THAT INCLUDED:

- Graduation rates
- Faculty qualification
- Instructional practices
- Enrollment trends
- Program demand
- Financial contributions
- Sufficiency of courses
- Accreditation status
- Impact on students

- Curriculum
- Equipment/facilities
- Student performance
- Persistence rates
- Attempts to revitalize
- Nonmonetary impact
- Alignment to mission, vision, goals, and core principles

ENROLLMENT BY GENDER AND RACE

Female



ENROLLMENT BY GENDER AND RACE

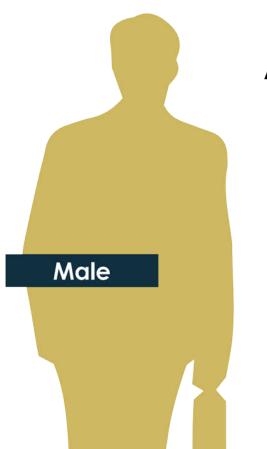




688



790



American Indian/Alaskan Native		1	3
Asian	9	11	13
Black, Non-Hispanic	329	325	407
Hispanic	18	14	10
Nonresident Alien	7	12	25
Two or More Races	13	14	20
Unknown	60	138	176
White, Non-Hispanic	228	173	136

664

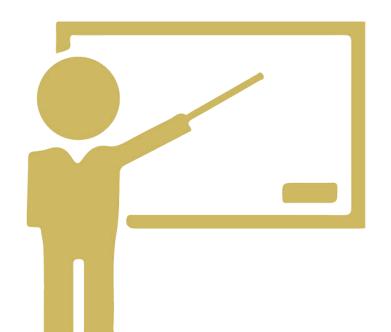
Total

NUMBER OF SECTIONS TAUGHT BY GENDER AND RACE FULL-TIME FACULTY 2017





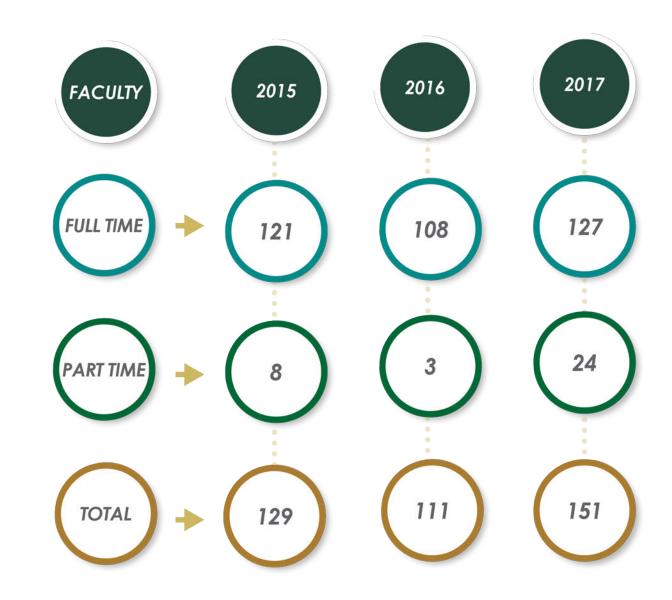




American Indian	1		1
Asian	2	8	10
Black, Non-Hispanic	16	25	41
Hispanic	2		2
Two or more Races	1	2	3
Unknown	8	5	13
White, Non-Hispanic	26	31	57
Total	56	71	127

NUMBER OF FULL AND PART-TIME FACULTY 2015-2017





RETENTION RATES





51%



44%



60%



60%



68%

QUESTIONS?

DR. PATRICIA HIGGINS PATRICIA.HIGGINS@KYSU.EDU





KENTUCKY STATE UNIVERSITY Board of Regents

DATE: March 1, 2017

SUBJECT: Conferral of Spring 2018 Degrees

FROM: Office of Academic Affairs

ACTION ITEM: Yes

BACKGROUND: Spring Commencement Exercises are scheduled for Saturday, May 12, 2018, at 9:00 a.m.

SUMMARY OF PROGRAMS/ACTIVITIES: In accordance with The Gold Book: Bylaws of the Kentucky State University Board of Regents, the Board of Regents grants diplomas and confers degrees upon the recommendation of the President and faculty. There are approximately 210 candidates for the Spring 2018 Commencement receiving Associate's degrees, Bachelor's degrees, Master's degrees, and Doctor of Nursing Practice degrees.

ALIGNMENT WITH STRATEGIC GOALS: Goal 2—Achieve Academic Excellence Across all Programs and Colleges, Increase Student General Education Skills, Degree Persistence, Career Readiness and Graduation Rates

COMMITTEE/PROGRAM ACTION: N/A

PROGRAM IMPLICATIONS: N/A

FISCAL IMPLICATIONS: N/A

ATTACHMENTS: Resolution conferring degrees

RECOMMENDATION: Take action to confer Spring 2018 degrees.

Kentucky State University

Resolution

Whereas, Kentucky State University's Spring Commencement Exercises are scheduled for Saturday, May 12, 2018 at 9:00 a.m.; and

Whereas, there are approximately 210 prospective graduates at Kentucky State University in Frankfort, Kentucky, who are to receive Associate's degrees, Bachelor's degrees, Master's degrees, and Doctor of Nursing Practice degrees.

Yow, therefore be it resolved, that the degrees to be conferred upon the candidates for graduation at the Commencement Exercises of Kentucky State University submitted by President Dr. M. Christopher Brown II, upon approval and recommendation of the Faculty and appropriate administration be, and they are hereby approved.

Be it further resolved, that the list of graduates may be supplemented or modified as is necessary to carry out this resolution.



We, the duly qualified and acting officers of the Board of Regents of Kentucky State University, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Kentucky State University Board of Regents at its regular meeting on March 1, 2018.

Dr. Elaine Farris, Chair Kentucky State University Board of Regents

Dr. M. Christopher Brown II, Board Secretary

Kentucky State University
Board of Regents



KENTUCKY STATE UNIVERSITY Board of Regents

DATE: March 1, 2017

SUBJECT: **Posthumous Degree Candidate**

Office of Academic Affairs FROM:

ACTION ITEM: Yes

BACKGROUND: Julian A. Bond, B.A. (2014), was enrolled in the Master of Public Administration program prior to his untimely passing on December 13, 2017. During his undergraduate career, he played football and tennis and attended a study abroad program at Oxford University.

SUMMARY OF PROGRAMS/ACTIVITIES: In accordance with The Gold Book: Bylaws of the Kentucky State University Board of Regents, the Board of Regents grants diplomas and confers degrees upon the recommendation of the President and faculty. Julian A. Bond is a candidate for a posthumous Master of Public Administration degree to be awarded at the Spring 2018 Commencement Exercises.

ALIGNMENT WITH STRATEGIC GOALS: N/A

COMMITTEE/PROGRAM ACTION: N/A

PROGRAM IMPLICATIONS: N/A

FISCAL IMPLICATIONS: N/A

ATTACHMENTS: Letter of recommendation and candidate's resume

RECOMMENDATION: Take action to award a posthumous Master of Public

Administration degree to Julian A. Bond.

February 6, 2018

President M. Christopher Brown II Kentucky State University Frankfort, KY 40601

Regarding: Request for posthumous MPA degree

Dear President Brown.

My name is Gashaw W. Lake, and I have been teaching Public Administration in the College of Professional Studies for the last three decades. In these many years, I have been privileged to teach many refined scholars in the area of International Administration and International Development. The students come to the program with clear conviction to learn and to serve the public.

Students' excellence ranges from good to exceptional. To mention the few graduated students from the program, who are at the pinnacle of social service are Maj. General Stephen D. Collins, Director, Bluegrass Station, Department of Military Affairs; Yingluck Shinawatra, Prime Minister of Thailand, 2011; Dean Cynthia Shelton and Regent Dr. Elgie McFayden, Chair of College of Professional Studies, who are now serving Kentucky state University and many others.

Needless, to mention that the late **Julian A. Bond**, class of 2018, would have represented Kentucky State University, as well as others mentioned above, in an exceptional capacity. However, his untimely death on December 13, 2017, at the age of 47 years, was shocking. Mr. Bond was an extraordinary student beginning his KSU studies on a football scholarship in 1988. During his time with KSU he was a member of the football and tennis teams along with the academic team. In 1989, he was chosen to participate in a study abroad program and attended Oxford University to study British Literature and British Philosophy (1989-1990). He then transferred his credentials to the Whitney Young Leadership School at Kentucky State University to earn his Baccalaureate degree in Liberal Arts and philosophy. See attached vitae.

In his professional capacity, Mr. Bond worked with youth across Kentucky promoting service and compassion. From 2000 to 2009, he was a regional director for the state YMCA encouraging youth to attend KUNA, KYA, and Go For It conferences. In November 2016, Mr. Bond began working for the Council on Postsecondary Education as an administrator for the Gear UP Kentucky program. While at CPE, Mr. Bond facilitated the Summer Academy at KSU in 2017, and worked tirelessly with Mr. Bruce Brooks on the Gear UP Kentucky grant application. In November 2017, Mr. Bond began working for the KY Career Center and began training to work with employees being displaced in the workforce due to their position being transferred internationally. Additionally, Mr. Bond was recently appointed to his second term on the KY Commission for Community and Volunteerism and Service.

He has completed his specialty courses in International Studies within the Masters of Public Administration program, with a few elective courses remaining.

I am, therefore, humbly requesting that the University confer a posthumous degree in MPA for his excellence and his enthusiasms for higher education. Sadly enough, his wife, Katharine Carney, was unable to attend the December graduation ceremonies to receive her Masters in Public Administration due to funeral arrangements. She too needs a long waited achievement recognition on May commencements..

To honor him is to honor high achievers in academy.

Thank you,

Dr. Gashaw W. Lake, Professor College of Professional Studies

Julian A. Bond

Objective: To utilize my exceptional multi-tasking, communication, management and people first skills in the private or public sector and add my assets to a growing organization.

EXPERIENCE

EarthHeart Environmental Services, 215 West Campbell, Frankfort, KY 40601

EarthHeart Environmental Services was created as a green alternative to traditional cleaning services and is a full service facility maintenance company based in Frankfort, Kentucky. Our goal is to simply save you money while promoting a safer environment to live and work in. We offer a complete sustainable cleaning system that encompasses all of your cleaning needs under one umbrella. Our professional staff is trained on each new account to ensure that we do not fall under the level of service that we promise up from. We look at each account from your ("the customer") stand point, if we can satisfy your wants and needs, and then our relationship becomes one of real value and simplicity.

Job Duties: Responsible for attracting and locating clients, giving detailed estimates of proposed work done, calculate cost analysis for each client, project an overall profit margin for each month/year, interviewing and hiring employees, designing stationary and marketing material, and calculate profit/loss statements and outlooks.

Holly Hill Inn, 425 North Winter Street, Midway, KY 40347

Worked from 11/2012 to Present General Manager: Donna Hecker

Job Duties: Headwaiter. Duties include money management, fine dining etiquette knowledge, knowledge of wine service and recommendations, and off site event coordination and design

Chili's Bar and Grill, Leonardwood Drive, Frankfort, KY 40601

Worked from 7/2009 to 8/2013 General Manager: Darryl Smith

Job Duties: Server and trainer. Duties include food preparation, employee training, public relations, server tasks including handling and exchanging money and catering to the guests' needs.

Kentucky YMCA Youth Association, P.O. Box 577, Frankfort, KY 40601

Worked from 10/1/2007 to 5/30/2009. Executive Director: Michael Haynes

Job Duties: Was Regional Director and a Program Specialist in which I was responsible for over 100 middle and high schools throughout 38 counties in Western and Central Kentucky. I was responsible for recruiting and coaching teachers to serve as advisors for our Student YMCA service learning clubs. These tasks required communicating with Superintendents and Principals to express our mission and try to bring our organization to that school. I was also responsible for maintaining existing clubs by helping them with club duties, recruiting for our Youth in Government conferences (KYA and KUNA), and being a motivator for teacher and student alike. I was responsible for making travel plans, maintaining proper time management and keeping up with expenses and making reports. Program preparation included

interest meetings to school boards, faculty meetings, student assemblies, and club meetings. I also developed and directed programs for our conferences which ranged in numbers from 200 to 1400. I was

also responsible for developing a mentoring program that is being used today by many schools across the state. Conferences duties included organizational preparation, assigning staff duties, coordinating logistics with hotel staff, leading assemblies and giving speeches, and supervising over 1,000 students at our youth in government conferences.

Sonic Drive In, 1007 Crossroads Drive, Lawrenceburg, KY 40342 Worked from 5/2006 to 10/2007

Job Duties: Was Managing Partner for Kaboom Inc. franchise in Lawrenceburg. I was responsible for all operations in store from hiring, training, developing, and promoting employees. I was responsible for recording inventory, managing equipment, and other day to day duties of an owner/operator. I tallied profit/loss statements and devised strategies for better efficiency for bigger profits. I organized schedules for 40 employees and supervised proper labor percentages for maximum profits. I was responsible for raising store's gross income from 527,000 in 2006 to 750,000 in 2007. I was one of the top sales increase stores in the franchise of 15 stores.

Kentucky YMCA Youth Association, P.O. Box 577, Frankfort, KY 40601 Worked from 6/1/2000 to 3/30/2006.

Executive Director: Michael D. Haynes

Job Duties: Was Regional Director in which I was responsible for over 100 middle and high schools throughout 38 counties in Western and Central Kentucky. I was responsible for recruiting and coaching teachers to serve as advisors for our Student YMCA service learning clubs. These tasks required communicating with Superintendents and Principals to express our mission try to bring our club to that school. I was also responsible for maintaining existing clubs by helping them with club duties, recruiting for our Youth in Government conferences (KYA and KUNA), and being a motivator for teacher and student alike. I was responsible for making travel plans, maintaining proper time management and keeping up with expenses and making reports. Program preparation included interest meetings to school boards, faculty meetings, student assemblies, and club meetings. I also developed and directed programs for our conferences which ranged in numbers from 200 to 1400. I was also responsible for developing a mentoring program that is being used today by many schools across the state. Conferences duties included organizational preparation, assigning staff duties, coordinating logistics with hotel staff, leading assemblies and giving speeches, and supervising over 1,000 students at our youth in government conferences.

Kentucky Democratic Party, P.O. Box 694, Frankfort, KY 40601

Worked from 9/1/1998 to 11/15/1998

Supervisor: Harry Carver/Nikki Patton

Job Duties: Conducted issue, legislative, candidate, and financial research using the internet and other legislative resources. Compiled reports for review from research assessed. Organized fundraisers for the Party. Created volunteer and paid programs for people helping the Party.

Kelley's Garden Café, 334 St. Clair Mall, Frankfort, KY 40601 Worked from 9/1/1995 to 5/30/2000

Job Duties: Was part-owner/manager for cafe. Handled personnel matters (hiring, firing, etc.) Catalogued, ordered, and paid for food. Food cost analysis. Kept books on food and personnel. Conducted public relations events. Trained employees. Kept and filed personnel records.

EDUCATION

Whitney Young Honors Program at Kentucky State University from 8/1988 to 5/1993 and 8/2002 to 5/2014. B.A. Liberal Studies, Graduated with honors.

Accomplishments at Kentucky State University: Student Athlete in Football (1988) and Tennis (1991); Student-faculty judiciary committee (1992); Editor, *Thorobred News* (1992); Captain, KSU Academic Team (1990-1992); National Academic Team All Star (1990); President of Young Hall Dormatory (1993); Resident Assistant at Young Hall Dormatory (1992-1993); and National Academic All American (Tennis, 1991).

Oxford University, Oxford, England 0X3 0RP Brooks College from 8/1989 to 1/1990. Completed 18 semester hours. Studies: British Literature and British Philosophy.

Owensboro High School, Owensboro, KY 42301
Attended from 8/1984 to 5/1988. Graduated with honors.

\PROFESSIONAL ORGANIZATIONS

Franklin County Women's Shelter Board of Directors Member 2014-Present

Kentucky Commission on Community Volunteerism and Service (CHFS)

Board of Directors Member 2014-Present

Walk/Bike Frankfort Public Relations Committee Member from 7/2012

> Frankfort Optimist Club Member from 2011 to 2012

Anderson County Humane Society Member from 2004-2009

Turner Elementary School, Lawrenceburg, KY Mentor 2006

L.I.F.E. House for Animals, Frankfort, KY
Board of Directors Vice President from 3/2006-5/2009
Volunteer from 5/2010 to Present

Board of Directors, Frankfort YMCA Member from 1/1999 to 12/2005

Franklin County Democratic Executive Board Member from 1996 to 1999

South Frankfort Community Center Board of Directors Member from 9/1998 to 12/1999

> REFERENCES Available upon Request



KENTUCKY STATE UNIVERSITY Board of Regents

DATE: March 1, 2018

SUBJECT: Request for Tenure and Promotion

FROM: Office of Academic Affairs

ACTION ITEM: Yes

BACKGROUND: As a newly hired senior member of the Kentucky State University Academic Affairs team, Dr. Kristen Broady is a highly qualified academic administrator and experienced faculty member whose exemplary preparedness is deserving of the award of tenure and promotion at the rank of Professor of Business Administration.

SUMMARY OF PROGRAMS/ACTIVITIES: In accordance with The Gold Book: Bylaws of the Kentucky State University Board of Regents, the President recommends to the Board of Regents faculty tenure and promotion decisions.

ALIGNMENT WITH STRATEGIC GOALS: Goal 2—Achieve Academic Excellence Across all Programs and Colleges, Increase Student General Education Skills, Degree Persistence, Career Readiness and Graduation Rates

COMMITTEE/PROGRAM ACTION: N/A

PROGRAM IMPLICATIONS: This action will positively impact the overall advancement of the comprehensive academic affairs of the institution.

FISCAL IMPLICATIONS: If approved, this action will not cause fiscal impact to the unit or institutional budget as no salary adjustment would accompany the designation of Tenure and Promotion. Dr. Broady's salary will not be changed as a result of approval.



KENTUCKY STATE UNIVERSITY Board of Regents

ATTACHMENTS: Dr. Broady's curriculum vita and letter of endorsement and support from the Provost.

RECOMMENDATION: Take action to award Dr. Kristen Broady tenure and promotion at the rank of Professor of Business Administration.

400 EAST MAIN STREET FRANKFORT, KENTUCKY 40601

THE OFFICE OF ACADEMIC AFFAIRS

PHONE: (502) 597-6417 FAX: (502) 597-6409

DATE:

February 14, 2018

FROM:

Debbie G. Thomas, Ph.D., Provost and Vice President for Academic Affairs

TO:

Kentucky State University Board of Regents

RE:

Kristen Broady, Ph.D.

Vice Provost for Graduate Education and Academic Specialization

Endorsement of Petition for Tenure and Promotion

Distinguished Kentucky State University Regents;

It is indeed a distinct honor for me to submit for your review and consideration the exceptional credentials of Dr. Kristen Elizabeth Broady, the newly appointed Kentucky State University Vice Provost for Graduate Education and Academic Specialization, as I seek your approval of her proposed candidacy for Tenure and Promotion as a Full Professor of Business Administration in the KSU Department of Business and Computer Science. As evidenced on her enclosed impeccable curriculum vita, Dr. Broady is a tremendous asset to the university as a highly valued senior member of the Academic Affairs team and is indeed deserving of this appointment. She earned a Ph.D. in Business Administration with a major in Economics and a minor in Management from the Jackson State University. Her dissertation was entitled, A Comparative Analysis of County Level Mortgage Delinquency and Foreclosure Rates in Mississippi." She also holds an M.B.A. from Jackson State University as well as a B.A. in Criminal Justice from Alcorn State University.

Dr. Broady's teaching and research interests include Health Economics; Higher Education; Inequality by Race, Class, and Ethnicity; North-South Theories of Development and Trade; The Atlantic Slave Trade and the Industrial Revolution; and also Social Psychology Effects of Unemployment Exposure. She came to KSU most recently from Howard University where she served as a member of the Business Faculty teaching Economics courses. Additionally, she created her own consulting firm called, *KBroad Consulting*, with offices in Atlanta, GA and Washington, DC. It is a sole proprietorship which focuses on municipal and electoral data management analytics with services including data literacy instruction, big data management, dashboard creation and maintenance, and election data management and projections.

THE OFFICE OF ACADEMIC AFFAIRS

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KBroad's clients have included serving as HBCU Consultant to Black Entertainment Television (BET) television show, "The Quad." Other clients were Fulton County, Georgia Solicitor General Election, Georgia Lt. Governor Election, Center for Global Policy Solutions, and the Joint Center for Political and Economic Studies. Her entrepreneurial efforts also include her launch of the AMSC Small Business Boot Camp which focused on helping local businesses secure financing, attract ideal customers, and convert traffic into sales.

She has prior academic and administrative experiences from serving as an Associate Professor and Dean of the Division of Business and Computer Science at Atlanta Metropolitan State College where her responsibilities included oversight of the budget, as well as all pertinent divisional academic affairs matters. With more than 700 students, the division was the second largest at the College. Her successes were numerous and impressive including the establishment of a degree program, accreditation reaffirmation, curricular developments, community and industry partnerships, and a dual enrollment program with an area high school.

At Fort Valley State University, Dr. Broady was the Interim Chair for the Department of Business Administration and Economics where her responsibilities were comprised of providing administrative leadership, strategic planning, and management of the department faculty and staff personnel as well as visionary curricular leadership. Her duties ranged from administering the departmental budget of over \$900,000 to the recruitment and retention of top tier faculty as well as leadership of the ACBSP accreditation efforts.

She developed cutting-edge academic degree proposals in Aviation Management and Logistics as well as Supply Chain Management. In addition, she brokered a collaborative partnership between FVST and Pacific Systems, Inc. that resulted in a memorandum of understanding to provide students with professional information technology certifications. She authored four institutional program reviews in Accounting, Economics, Management, and Marketing. As a member of the planning team, she worked to plan the first annual Next Big Idea business plan competition that included students from multiple colleges and universities. As a Faculty member at Benedict College, Dr. Broady taught courses in Economics, Business Law, and Research Seminar. While at Jackson State University, she taught Macroeconomics, Legal Aspects of Business, and Business Law.

In the private sector, Dr. Broady served as Senior Supply Chain Analyst for Ascension Health where she supported the \$90 million contract conversion project for a merger and she also managed the \$3.2 billion Dot-to-Dot system savings project as well as multiple other high yield fiscal initiatives. Further, she has served as the Operations Manager for Laidlaw Education Services which has provided industry-leading transportation services and also works with school officials to understand their unique challenges to develop solutions that save money, improve

IN ALL THINGS EXCELLENCE

THE OFFICE OF ACADEMIC AFFAIRS

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safety, drive efficiency, and provide peach of mind. In her capacity as Manager, she planned, organized, and coordinated the daily transportation operation of a 6,500 student school district covering 625 square miles.

Among Dr. Broady's extensive publications are works entitled, "Future of Work in Food Service Initiative," for the Joint Center for Political and Economic Studies; "The Effect of Poverty on Early Childhood Development Delays," for the Joint Center for Political and Economic Studies in association with the Annie E. Casey Foundation; "Dreaming and Doing: A Brief History and Continued Relevance of HBCUs in 'Post-racial' America," for the Center for Global Policy Solutions; "Obesity and Social Inequality in America: Cultural and Empirical Determinants," in the Journal of the Academy of Business and Economics; "African Americans, Payday Lenders, and the Foreclosure Crisis in Mississippi," in the Journal of Business and Economics; and also "Consumer Decadence and Credit Market Destruction: Did the Decline in the U.S. Saving Rate Cause the 2007-2009 Financial Crisis" in the European Journal of Management. She has provided international, national, and regional presentations respectively at the International Academy of Business and Economics Conference, the American Accounting Association, the American Economic Association Annual Conference, and the Southern Economic Association Conference.

Her university service achievements include SACS Accreditation Reaffirmation Chair of Assessment, GSU CIBER faculty advisor, Delta Mu Delta International Honor Society faculty advisor, Enactus faculty advisor, Guided Pathways to Success member, USG Board of Regents Advisory Committee, Faculty-led Student Recruitment Committee Chair, College Hill Alliance Business Plan Competition and Institutional Program Review Committee. She has served as a Referee for the Journal of Negro Education, Review of Economics of the Household, Review of Black Political Economy, and the International Academy of Business and Economics.

Certainly, with such excellent accomplishments in the highly esteemed tripartite areas of research, teaching, and service, Dr. Broady is indeed a candidate who deserves the appointment of tenure and promotion at the level of full professor. I wholeheartedly endorse her candidacy and unequivocally recommend her for your consideration.

Thank you in advance.

Respectfully submitted,

Debbie G. Thomas, Ph.D.

Kristen Elizabeth Broady, Ph.D. Curriculum Vitae

EDUCATION

Ph.D., Business Administration (Major: Economics, Minor: Management) (AACSB Accredited) Jackson State University, Jackson, MS 2011, Dissertation: A Comparative Analysis of County Level Mortgage Delinquency and Foreclosure Rates in Mississippi, Committee Members: Okechukwu D. Anyamele, Jean-Claude Assad, Gail G. Fulgham, Fidel Ezeala-Harrison, Alisa Mosley

M.B.A., Jackson State University, Jackson, MS 2006

B.A., Criminal Justice, Alcorn State University, Lorman, MS 2002

TEACHING AND RESEARCH INTERESTS

- Health Economics
- Higher Education
- Inequality by Race, Class, and Ethnicity
- North-South Theories of Development and Trade
- The Atlantic Slave Trade and the Industrial Revolution
- Social Psychology Effects of Unemployment Exposure

PROFESSIONAL EXPERIENCE

Kentucky State University, Frankfort, KY (January 2018 - Present)

Vice Provost for Graduate Studies and Academic Specialization

Specific Responsibilities: Responsible for the budgetary, strategic and programmatic management for the Graduate Division which consists of eight graduate programs. Further, I am responsible for facilitating the development of traditional graduate programming which establishes pipelines connecting prospective undergraduate students to graduate educational opportunities that lead to acceptance to doctoral degree program options as well employment prospects.

Howard University, Washington, DC (August 2016 – December 2017)

Lecturer of Economics

Courses:

- Economics 001 Principles of Macroeconomics
- Economics 002 Principles of Microeconomics
- Economics 170 Intermediate Microeconomics

KBroad Consulting, Atlanta, GA and Washington, DC (January 2015 - Present)

Principal

KBroad Consulting is a sole proprietorship that focuses on municipal and electoral data management and analytics. Services provided include data literacy instruction, big data management, dashboard creation and maintenance, and election data management and projections.

Projects:

- HBCU Consultant, Black Entertainment Television (BET), The Quad (BET) (2017).
- Fulton County, Georgia Solicitor General Election: demographic data analytics for winning candidate (2016).
- City of East Point, Georgia: data management for thirteen municipal departments (2015 2017).
- Georgia Lt. Governor Election: financial and voting projections and demographic analytics for prospective candidate (2016).
- Center for Global Policy Solutions: Training/Research Consultant (Summer 2017)
- Joint Center for Political and Economic Studies: Writer/Scholar Consultant (2017 Present)

Atlanta Metropolitan State College, Atlanta, GA (August 2014 – August 2016) Dean, Division of Business and Computer Science (August 2014 – August 2016)

Atlanta Metropolitan State College (AMSC) is a University System of Georgia (USG) institution that offers high quality baccalaureate, associate and certificate programs that are challenging, comprehensive and very affordable. The Bachelor's Degree can be completed in Biological Science, Criminal Justice, Applied Mathematics, Digital Media and Entertainment Design, Business Administration, and Organizational Leadership. With more than 700 students, the Division of Business and Computer Science is the 2nd largest Division at AMSC.

Specific Responsibilities: Responsible for budget, development, policy, and intellectual leadership of the Division of Business and Computer Science, an interdisciplinary division that offers baccalaureate and associate degrees along with certificates in Information Technology and Business Management.

- Established the first baccalaureate degree program in the Division of Business and Computer Science with 90 students during the first semester.
- Assembled and chaired a team to complete the Accreditation Council for Business Schools and Programs (ACBSP) Accreditation Reaffirmation Self-Study.
- Collaborated with the Office of Institutional Effectiveness to create and offer a Data Management and Analytics course for more than 500 employees at Delta Air Lines.
- Partnered with Year Up Atlanta to offer an Information Technology certificate program.
- Partnered with Chick-fil-A, Georgia Pacific, Invest Atlanta, and the City of East Point to create internship opportunities and permanent placements for AMSC students and graduates.
- Initiated a dual enrollment program with North Clayton High School to increase participation in the Move On When Ready program and increase institutional enrollment.

Launched the AMSC Small Business Boot Camp focused on helping local businesses obtain financing, attract ideal customers, and convert traffic into sales.

Associate Professor of Economics (August 2014 – August 2016)

Courses:

- Business 4101 Internship
- Business 3201 Principles of Management
- Business 3211 Human Resource Management
- Business 3212 Statistics for Business & Economics
- Economics 2105 Principles of Macroeconomics

Fort Valley State University, Fort Valley, GA (January 2013 – August 2014)

Interim Chair, Department of Business Administration and Economics (July 2013 – August 2014)

Fort Valley State University is Georgia's 1890 Land-Grant institution providing extensive research, academic programs and cooperative services to fulfill its responsibilities. The University's mission and educational goals are realized through comprehensive program offerings in the College of Arts and Sciences, the College of Agriculture, Science and Technology, the College of Education and the College of Graduate Studies and Extended Education.

Specific Responsibilities: Responsible for the administrative leadership, strategic planning, and management of the Department of Business Administration and Economics, which includes 3 baccalaureate degree programs and 13 full-time and adjunct faculty members.

- Administered the Department's \$900K+ budget and managed recruitment and retention of top quality faculty.
- Guided the Department through ACBSP accreditation, including participation in the achievement of Candidacy status.
- Authored two new baccalaureate degree proposals, Aviation Management and Logistics and Supply Chain Management.
- Brokered a partnership between FVSU and Pacific Systems, Inc. resulting in a memorandum of understanding between the two to provide FVSU students with professional information technology certifications.
- Authored four institutional program reviews, Accounting, Economics, Management and Marketing.
- Served on the planning team for the first annual Next Big Idea business plan competition, which included students from six Middle Georgia colleges and universities.
- Secured funds to host an alcohol abuse prevention seminar for FVSU students and the surrounding community.

Assistant Professor of Management (January 2013 – August 2014)

Courses:

- Economics 2106 Principles of Microeconomics
- Economics 3113 Intermediate Macroeconomics
- Business 4203 Procurement & Materials Management
- Business 4353 International Business
- Business 3213 Statistics for Business & Economics
- Economics 3393 Labor Economics
- Economics 3103 Intermediate Microeconomics

Ascension Health, Elk Grove Village, IL/St. Louis, MO (January 2012 – December 2012) Senior Supply Chain Analyst

Ascension Health is the nation's largest Catholic and largest non-profit health system. I supported the \$90 million contract conversion project for the merger of Ascension Health and Alexian Brothers Medical System in Elk Grove Village, Illinois.

Specific Responsibilities: Interfaced with health ministry value analysis teams to increase physician and clinician input on supply and equipment decisions and effectively evaluated new and emerging technology using an evidence-based approach.

- Managed the \$3.2 billion Dot-to-Dot system savings project to facilitate health ministry supply expense reduction initiatives, account for the negative offset of planned activities and provide a dynamic perspective through monthly financial updates.
- Supported the \$90 million contracting and value validation process in the Alexian Brothers Medical System supply chain regarding financial analysis, reporting and measuring of data/statistics resulting in an annual savings of \$5 million for Alexian Brothers.
- Converted the Alexian Brothers System office supply contract resulting in a savings of \$550,000.
- Supported the Chief Resource Officer and provided operational leadership with financial analysis, reporting, and measurement of data/statistics.
- Developed support tools using advanced Excel and Access skills for implementation, support, tracking and reporting of performance metrics for Alexian Brothers supply improvement initiatives.

Dominican University, River Forest, IL (August 2012 – December 2012) <u>Adjunct Instructor</u>

Located ten miles from downtown Chicago, Dominican University enrolls 3,498 students and offers more than 50 undergraduate academic programs and more than 25 graduate degrees along with extensive student research opportunities. Founded in 1901, Dominican is a private, not-for-profit, coed baccalaureate, master's and doctoral degree-granting institution.

Course:

Business 611 (MA-level Economics for Managers)

Benedict College, Columbia, SC (August 2009 – December 2011)

Assistant Professor of Business and Economics

Specific Responsibilities: Contributed to the reaffirmation of the College's accreditation by the Southern Association of Colleges and Schools (SACS) by leading the Assessment Advisory Committee, writing the Assessment section and assisting in editing the College's submission to the Onsite Review Committee.

Courses:

- Economics 130 Introduction to Economics
- Business 311 Junior Research Seminar
- Business 411 Senior Research Seminar
- Business 237 Business Law

Jackson State University, Jackson, MS (August 2006 – May 2009)

Graduate Assistant/Lecturer

Courses:

- Economics 211 Macroeconomics
- Economics 212 Microeconomics
- Business 311 Legal Aspects of Business
- Business 313 Business Law

Laidlaw Education Services, Raymond, MS (May 2005 - August 2006)

Operations Manager

For more than a century Laidlaw Educations Services, now First Student, has provided industry-leading transportation services. Laidlaw works closely with school officials to understand their unique challenges, developing solutions that save money, improve safety, drive efficiency and provide peace of mind.

Specific Responsibilities: Planned, organized and coordinated the daily transportation operation of a 6,500 student school district covering 625 square miles, serving Mississippi communities including Bolton, Byram, Edwards, Raymond, Terry and Utica.

- Recruited, trained and scheduled drivers, dispatch and other support staff. Coordinated and oversaw the activities of Safety Officers and On-Road Supervisors.
- Monitored driver performance for 102 school bus drivers.
- Developed a marketing campaign leading to \$200,000 in additional external revenue.

Brookins & Wilson Law Firm, Chicago, IL (January 2003 – January 2005) Legal Analyst

Specific Responsibilities:

- Researched legal and regulatory issues related to bankruptcy, criminal and medical malpractice
- Drafted complaints based on interviews with clients, participated in depositions, and assisted with drafting of legal briefs and filings.
- Developed and implemented a marketing plan for the firm's bankruptcy division leading to new revenue creation.

PUBLICATIONS

- 1. Broady, K. E., "Race and Jobs at Risk to Automation," Joint Center for Political and Economic Studies, (December 2017)
- 2. Overton, S. & Broady, K. E., "Future of Work in Food Service Initiative," Joint Center for Political and Economic Studies, (November 2017).
- 3. Overton, S. & Broady, K. E., "Future of Work Project," Joint Center for Political and Economic Studies, (November 2017).
- 4. Overton, S. & Broady, K. E., "Future of Work in Retail Initiative," Joint Center for Political and Economic Studies, (November 2017).
- 5. Overton, S. & Broady, K. E., "Future of Work in Transportation," Joint Center for Political and Economic Studies, (November 2017).
- 6. Edwards, J. and Broady K. E., "The Effect of Poverty on Early Childhood Development Delays" Joint Center for Political and Economic Studies in association with the Annie E. Casey Foundation (November 2017).
- 7. Clark, A. and Broady, K. E., "The Effect of Race and Poverty Status on Early Childhood Education Enrollment" Joint Center for Political and Economic Studies in association with the Annie E. Casey Foundation (November 2017).
- 8. Broady, K. E., "Children in Poverty" Joint Center for Political and Economic Studies in association with the Annie E. Casey Foundation (November 2017).
- 9. Broady, K. E., "Dreaming and Doing: A Brief History and Continued Relevance of HBCUs in 'Post-Racial' America," Fact Sheet for the Center for the Center for Global Policy Solutions. (July 2017).
- 10. Broady, K. E., Todd, C. and Booth-Bell, D., "Dreaming and Doing at Georgia HBCUs: Continued Relevancy in 'Post Racial' America" The Review of Black Political Economy, 2017, pp 1-18

- 11. Broady, K. E., Meeks, A. G., and Todd, C. L., "Obesity and Social Inequality in America: Cultural and Empirical Determinants," *Journal of the Academy of Business and Economics*, 17(1), 2017, pp.73-84.
- 12. White, I., Broady, K. E., and Cubbison, W. "Survey Data on Government Spending," Joint Center for Political and Economic Studies, (December 2016).
- 13. Broady, K. E. and Meeks, A. G., "Obesity and Social Inequality in America," *The Review of Black Political Economy*, 42(3), 2015, pp. 201-209.
- 14. Broady, K. E. and Meeks, A. G., "African Americans, Payday Lenders, and the Foreclosure Crisis in Mississippi," *Journal of the Academy of Business and Economics*, 14(1), 2014, pp. 1-17.
- 15. Broady, K. E. and Meeks, A. G., "Credit: From Accelerator to Primary Means of Purchase," *Journal of the Academy of Business and Economics*, 12(3), 2012, pp. 21-27.
- 16. Broady, K. E. and Meeks, A. G., "Mississippi Residential Mortgage Foreclosure: Conservative or Not?" *Journal of the Academy of Business and Economics*, 11(4), 2011, pp. 11-16.
- 17. Broady, K. E. and Meeks, A. G., "Consumer Decadence and Credit Market Destruction: Did the Decline in the U.S. Saving Rate Cause the 2007-2009 Financial Crisis?" *European Journal of Management*, 10(2), 2010, pp. 1-13.
- 18. Broady, K. E., "Analyzing Housing Demand in the United States with a Focus on Comparative Analysis of Regional Housing Demand in the Four Regions," *Journal of the Academy of Business and Economics*, 9(3), 2009, pp. 119-126.
- 19. Broady, K.E., Lee, R., and Demir, I., "White Paper Analysis of South Carolina Economy" Benedict College (2009).

RESEARCH IN PROGRESS

Broady, K. E., "Risk Factors and Financial Impact of Childhood Obesity" (In Progress) Joint Center for Political and Economic Studies

Spriggs, W., Broady, K. E., Mason, P., "Effect of RTW on Union Density by Sector" (In Progress, Accepted for presentation at the 2018 ASSA Conference)

Todd, C. and Broady, K. E., "Boots in the Streets vs Suits in the Suites: Interrogating Metrics of Black Authenticity" (In Progress)

Broady, K. E., Todd, C. and Darity, W., "Passing for Black, Confabulation and the Suffering Test" (Revise and Resubmit) *Review of Black Political Economy*.

Broady, K. E., Francois, E., "Determinants of CPVI and Congressional Elections in Georgia" (In Progress).

Booth-Bell, D., Broady, K. E., "One HBCU Georgia: A Cost Benefit Analysis of Georgia HBCU Consolidations" (In Progress).

PRESENTATIONS AT PROFESSIONAL MEETINGS

Southern Economic Association 2017 Annual Conference. Presented a paper on the racial disproportionality and financial impact of incarceration in the United States. Tampa, FL. November 2017

American Accounting Association, Diversity Section Meeting 2016. Presented a paper on the importance of HBCUs to the educational attainment of African Americans including their significance in providing Accounting education. Coral Gables, FL. October 2016.

American Economic Association Annual Conference. Presented a paper using a Chow test of production functions to analyze the productivity of HBCUs vs. PWIs. San Francisco, CA. January 2016.

Session Chair: Southern Economic Association Conference. Presented a paper on the pervasiveness and economic impact of obesity in the U.S. Tampa, FL. November 2013.

Session Chair: Clute International Academic Conference. Presented two papers, one regarding state level obesity rates in the U.S. and the other on payday lender regulation. Las Vegas, NV. September 2013.

International Academy of Business and Economics Conference. Presented a paper on the growth in U.S. credit debt between 1995 and 2010. Las Vegas, NV. October 2012.

International Academy of Business and Economics Conference. Presented a paper on racial aspects of mortgage foreclosure in Mississippi. Las Vegas, NC. October 2010.

Economic and Business Historical Society Conference. Presented a paper on the acceleration principle of revolving credit. Columbus, OH. April 2010.

American Economic Association Annual Conference. Presented a paper on the determinants of county level mortgage foreclosure in Mississippi. Denver, CO. January 2010. International Academy of Business and Economics Conference. Presented a paper on regional determinants of housing demand in the United States. Las Vegas, NV. October 2009.

American Economic Association Summer Program (AEASP) and Minority Scholarship Program, Duke University. Presented a paper on United States housing demand. Durham, NC. July 2007.

	INTERNATIONAL TRAVEL								
Coi	Countries visited, not merely transited)								
1.	The Bahamas*	5.	Italy*	9.	Mexico*				
2.	Belize	6.	Greece	10.	Senegal				
3.	Canada	7.	Turkey	11.	Spain				
4.	France	8.	Honduras	12.	United Kingdom				

^{*} Several visits

UNIVERSITY COMMITTEE SERVICE

- SACS Accreditation Reaffirmation, Chair of Assessment Committee
- GSU CIBER, faculty advisor
- Delta Mu Delta International Honor Society, faculty advisor
- Enactus, faculty advisor
- Guided Pathways to Success, member
- USG Board of Regents Advisory Committee Business Administration, member
- Faculty-led Student Recruitment Committee, Chair
- College Hill Alliance Business Plan Competition Planning Team, member
- Institutional Program Review Committee, member
- Complete College Georgia Committee, member
- Marching Band Committee, member

REFEREE FOR SCHOLARLY JOURNALS

- Journal of Negro Education
- Review of Economics of the Household
- Review of Black Political Economy
- International Academy of Business and Economics

AWARDS AND SPEAKING ENGAGEMENTS

- Presenter for the Culture of Health Institute for Leadership Development In-Person Training, 2017
- Speaker for A Woman's Entrepreneur Initiative, Atlanta Metropolitan State College, 2016
- Speaker for STARS Computing Corps, Empowering 21st Century Tech Leaders Conference, 2013, Atlanta, GA.
- Best Paper Award, "Determinants of State Level Obesity Rates in the U.S.", 2013 Las Vegas International Academic Conference.
- Best Paper Award, "African Americans, Payday Lenders, and the Foreclosure Crisis in Mississippi" 2013 Las Vegas International Academic Conference.
- Panelist, "Economic Outlook for the State of South Carolina," ETV South Carolina, aired on April 21, 2010.
- American Economic Association Minority Scholarship recipient, Duke University, 2007

PROFESSIONAL DEVELOPMENT

- Certificate of Successful Completion, A Woman's Journey, Health Economics. Johns Hopkins Medicine, 6 CEU Hours, 2017.
- Quality Matters Certification. Atlanta Metropolitan State College. 2015.
- Atlanta Metropolitan State College Online Certification Course. 2015.

GRANT PROPOSALS AND MOU'S

- Georgia-Pacific Foundation Grant Proposal for Financial Literacy Initiative at Atlanta Metropolitan State College, 2015
- Memorandum of Understanding between Albany State University, Atlanta Metropolitan State College and Community Development Initiative, Inc. to apply for Department of Labor Grant, 2015
- Memorandum of Understanding between Fort Valley State University and Pacific Institute of Technology – provided training and certifications in information technology for 25 students, 2014. Awarded \$2.8 million
- Tiger Global Marketplace, Jackson State University, 2005
- 1 Mississippi Fund, Jackson State University, 2005

PROFESSIONAL MEMBERSHIPS

- Labor and Employment Relations Association
- Atlanta Business League
- American Economic Association
- Southern Economic Association
- National Economic Association
- Association for Social Economics
- International Academy of Business and Economics
- Omicron Delta Epsilon
- Beta Gamma Sigma

PERSONAL

Citizenship: U.S.A.

Hobbies/Activities: golf, chess, painting, travel

Civic Memberships: Alpha Kappa Alpha Sorority, Incorporated, The Baltimore (MD) Chapter, The

Links, Incorporated

REFERENCES

Dr. Okechukwu D. Anyamele, Professor of Economics

Department of Economics, Finance and General Business Jackson State University

1400 John R. Lynch Street Jackson, MS 39217

Phone: (601) 979-2452

Email: okechukwu.d.anyamele@jsums.edu

Dr. Glenda Baskin Glover, President

Tennessee State University 3500 John A. Merritt Boulevard Nashville, Tennessee 37209

Phone: (615) 963-7401

Email: president@tnstate.edu

Mrs. Mary Hill, Director

Integrated Learning & Development Delta Air Lines, Inc. P.O. Box 20706 Atlanta, Georgia 30320

Phone: (404) 677-0856

Email: Mary.Hill@delta.com

Mrs. Tracey Morant Adams

Executive Vice President, Chief Community Development &

Corporate Social Responsibility Officer

Renasant Bank

2001 Park Place, Suite 600 Birmingham, Alabama 35203

Phone: (205)327-4308

Email: tadams@renasant.com

The Honorable Jannquell Peters, Former Mayor

The City of East Point, Georgia

2777 East Point St.

East Point, Georgia 30344

Phone: (404) 270-7091

Email: jpeters@EastPointCity.org



DATE: March 1, 2017

SUBJECT: Southern Association of Colleges and Schools Commission

on Colleges Update

FROM: Office of Academic Affairs

ACTION ITEM: No

BACKGROUND: Kentucky State University is accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC). Reaffirmation of accreditation is scheduled for 2019.

SUMMARY OF PROGRAMS/ACTIVITIES: Kentucky State University is preparing for reaffirmation of accreditation.

ALIGNMENT WITH STRATEGIC GOALS: Goal 2—Achieve Academic Excellence Across all Programs and Colleges, Increase Student General Education Skills, Degree Persistence, Career Readiness and Graduation Rates

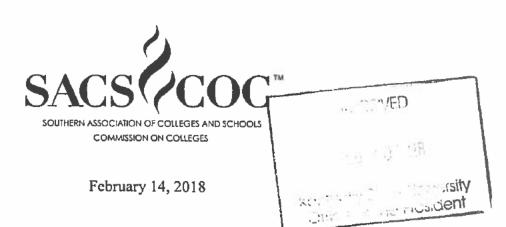
COMMITTEE/PROGRAM ACTION: N/A

PROGRAM IMPLICATIONS: Maintaining accreditation

FISCAL IMPLICATIONS: N/A

ATTACHMENTS: Letter from SACSCOC

RECOMMENDATION: Information only



Dr. M. Christopher Brown, II President and Chief Executive Officer Kentucky State University 400 East Main Street Hume Hall, Suite 201 Frankfort, KY 40601

Dear Dr. Brown:

This letter verifies that **Kentucky State University** is accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) to award associate's, baccalaureate, master's, and doctoral degrees. The institution's main campus is 400 East Main Street, Frankfort, KY 40601.

The institution is not on sanction.

Accreditation was reaffirmed in 2009. The next reaffirmation of accreditation is scheduled for 2019.

The following program is included in the scope of accreditation:

English Language Training

Ken Wightyse

Sincerely,

Kevin W. Sightler, Ph.D.

Director of Substantive Change

KWS:efk

cc: Dr. Tierra Freeman Taylor, SACSCOC Liaison, Associate Professor of Psychology

Dr. Nuria M. Cuevas



DATE: March 1, 2018

SUBJECT: Spring 2018 Enrollment Management Update

FROM: Office of Enrollment Management and Brand Identity

ACTION ITEM: Information Item

BACKGROUND:

All recruitment strategies were designed and will be implemented with the intention to build relationships with newly identified prospective students, high school counselors, community colleges, alumni, parents, and community based organizations. As this plan develops, strategies will evolve to include accountability targets for admissions counselors and departments, revised roles form collaborative discussion with departments, strategies to drive targets including transfer, Hispanic, and a diverse socioeconomic pool of students. In an increasingly competitive market, this plan should be used as a dynamic and evolving tool that leads to strategic recruitment activity.

SUMMARY OF PROGRAMS/ACTIVITIES:

The following information highlights recent activity for the Office of Admissions. As of December 5, 2017, the total number of received applications for Fall 2018 is 3909. Of those with completed applications, 1093 have been admitted, 185 have been placed on the waiting list and 1941 applications are incomplete (this includes the number of applicants with outdated documents.

ALIGNMENT WITH STRATEGIC GOALS:

Goal 1 Enhance Student Enrollment, Improve Student Life and Engagement, and Improve Student Advising and Career Development.

1.a Enhance student enrollment (Target enrollment 1,800 Fall of 17 & 2,100 by Fall 2018). Track the impact of each new tactic below to provide enrollment impact data that will be utilized to continuously improve enrollment processes and resulting yield. The *Student Enrollment Management Plan* (September 2016) should be used to guide enrollment processes.



COMMITTEE/PROGRAM ACTION:
None
PROGRAM IMPLICATIONS:
None
FISCAL IMPLICATIONS:
None
ATTACHMENTS:
Spring 2018 Enrollment Report
RECOMMENDATION:
N/A



OFFICE OF ADMISSIONS BOARD REPORT 2018

Justin J. Mathis, M.Ed.
Assistant Vice President for Enrollment Management/
Director for Admissions

Recruiters/Admissions Counselor and/or Specialist Assigned Service Counties for the Commonwealth of Kentucky:

1.	Henry County	Racquel Johnson
2.	Owens County	Racquel Johnson
3.	Anderson County	Courtney Gray
4.	Scott County	Joshua Williams
5.	Franklin County	Brandon Wengert
6.	Shelby County	Brandon Wengert

Kentucky has a total of 120 counties less the 6 service counties mentioned above.

Please visit the following website for more specific information on your assigned regions within the Commonwealth of Kentucky: http://www.trailsrus.com/wmas/index.html

The Great Commonwealth of Kentucky consist of the following 5 regions:

1.	Purchase Region	Brandon Wengert
2.	Green River Region	Racquel Johnson
3.	Bluegrass Region	Joshua Williams
4.	Southeast Region	Courtney Gray
5.	Northeast Region	Brandon Wengert



*****It is vital that you are aware of all your counties within your region and your assigned service counties. Some recruiters many have service counties that are not within your region.

Recruitment Events

The Admissions staff and designated Alumni have participated in over 270 recruitment opportunities entailing college fairs and community college and high school visits.

Admissions Overview

In support of institutional goals, this report shows an approach to recruitment and outreach initiatives that will align Kentucky State University with key strategically identified markets. This data informed and data driven plan relies on both historical admissions funnel trends while also acknowledging the shifting, aspirational goals of the institution. All recruitment strategies were designed and will be implemented with the intention to build relationships with newly identified prospective students, high school counselors, community colleges, alumni, parents, and community based organizations. As this plan develops, strategies will evolve to include accountability targets for admissions counselors and departments, revised roles form collaborative discussion with departments, strategies to drive targets including transfer, Hispanic, and a diverse socioeconomic pool of students. In an increasingly competitive market, this plan should be used as a dynamic and evolving tool that leads to strategic recruitment activity.

Recruitment Zone Assignments

Admissions 2018-19 Goals

- Reorganize and restructure the Office of Admissions for efficiency and effectiveness
- Launch territory recruitment model for outreach admissions staff
- Build a communication plan, segmented by population
- Increase the number of Hispanic students
- Increase the number of Transfer students
- Increase the number of Black males
- Strengthen relationships with high school counselors, alumni and campus partners
- Provide professional development opportunities for the Office of Admissions
- Enhance Student Ambassador Program
- Redesign the campus tour experience
- Host more on- and off-campus activities for prospective students

Fall Target Number: 400



DATE: March 1, 2018

SUBJECT: Quarterly Media and Brand Identity Report

FROM: Enrollment Management and Brand Identity

ACTION ITEM: No

BACKGROUND: The Quarterly Media and Brand Identity Report reveals insights into the brand reputation and position of Kentucky State University in the news and among its publics.

SUMMARY OF PROGRAMS/ACTIVITIES: Brand Identity creates content and support University programs and activities to promote, increase, advance and monitor the brand reputation of Kentucky State University while strengthening broad public and internal support of the institution.

ALIGNMENT WITH STRATEGIC GOALS: It is our goal to position Kentucky State University among the nation's most visible post-secondary institutions and as an effective force for progress in the Commonwealth of Kentucky, working collaboratively and efficiently to boast its position of providing the highest quality education for the highest return on investment while improving the quality of life and driving economic growth in the Commonwealth.

COMMITTEE/PROGRAM ACTION: None required.

PROGRAM IMPLICATIONS: By establishing and monitoring strategic communications targeted to specific constituency groups, we will be able to advance and increase the brand position and reputation of Kentucky State University.

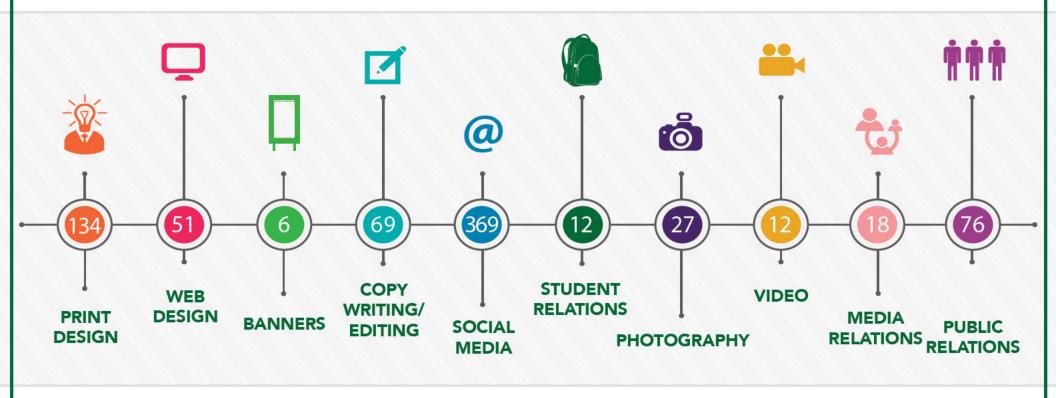
FISCAL IMPLICATIONS: The total quarterly value of Kentucky State University's free media and brand efforts is \$1,426,050.

ATTACHMENTS: Report attached.

RECOMMENDATION: Please continue to share news, media and branding strategies with the Division of Enrollment Management and Brand Identity via news@kysu.edu.

KENTUCKY STATE BRAND IDENTITY

MARCH 2018 SYNOPSIS



SOCIAL MEDIA



Page Likes: 7,914 Posts: 108

Post Engagements: 51,773 Total Reach: 164,659 Video Views: 43,622



Most Liked Post:

The @KyStateU Mighty Marching Thorobreds | Drowning #MardiGras2018

> 1,747 Reactions, Comments & Shares



3,859 Followers Tweets: 216

Top Tweet:

The @KyStateU Mighty Marching Thorobreds | Drowning #MardiGras2018 pic.twitter. com/r7Gmbr5LxM

> Impressions: 8,188 Media views: 1,978 Total engagements: 612 Media engagements: 375

Likes: 77 Detail expands: 66 Retweets: 47 Profile clicks: 41 Hashtag clicks: 4 Replies: 1 Link clicks: 1



2,182 Followers Photos: 126

Most Interaction: (869 views) The @KyStateU Mighty Marching Thorobreds || Drowning #MardiGras2018





Photos: 92

Most Viewed: (149)

Fall Commencement 2017



Videos: 4

Most Viewed: (635)

2017 Kentucky State University: A Look Back

2,394

WEBSITE

Sessions: 248,802

Users: 86,549 Page Views: 634, 853

10. Saudi Arabia

Page Sessions: 2.55 Avg. Session Duration: 3.16

10. Florida

Bounce Rate: 44.02% New Sessions 73.8%

DEMOGRAPHICS

DEVICE ENGAGEMENT Tablet 2.97% 7,391 Desktop 149,595 60.13% 91,816

Top 10 Countries Sessions Top 10 States Sessions 1. United States 84,411 1. Kentucky 155,060 2. India 1,141 2. Georgia 17,688 3. Philippines 429 3. Illinois 11,794 4. Nigeria 417 4. Tennessee 9,607 5. Canada 368 5. Ohio 6,687 6. Not Set 217 6. Michigan 5,485 7. United Kingdom 204 7. Indiana 4,423 8. China 184 8. Texas 2,881 9. Nepal 179 9. California 2,506

153

VISITORS



73.8% 75,400



DATE: March 1, 2018

SUBJECT: University Branding Survey Results

FROM: Enrollment Management and Brand Identity

ACTION ITEM: No

BACKGROUND: The University Branding Survey was conducted to determine the degree to which our stakeholders felt a new brand position was appropriate to move the Kentucky State University brand to the next level. It is now time to take a confident step forward. Getting there means positioning our brand in a bold way. There are many ways to share the Kentucky State University story, and communicating the right message to the right audience at the right time is critical to advancing our brand reputation and profile.

SUMMARY OF PROGRAMS/ACTIVITIES: The survey was posted on www.kysu.edu, shared via email and social media in order to give ample opportunity for a wider audience to participate.

ALIGNMENT WITH STRATEGIC GOALS: It is our goal to position Kentucky State University among the nation's most visible post-secondary institutions and as an effective force for progress in the Commonwealth of Kentucky, working collaboratively and efficiently to boast its position of providing the highest quality education for the highest return on investment while improving the quality of life and driving economic growth in the Commonwealth.

COMMITTEE/PROGRAM ACTION: None required.

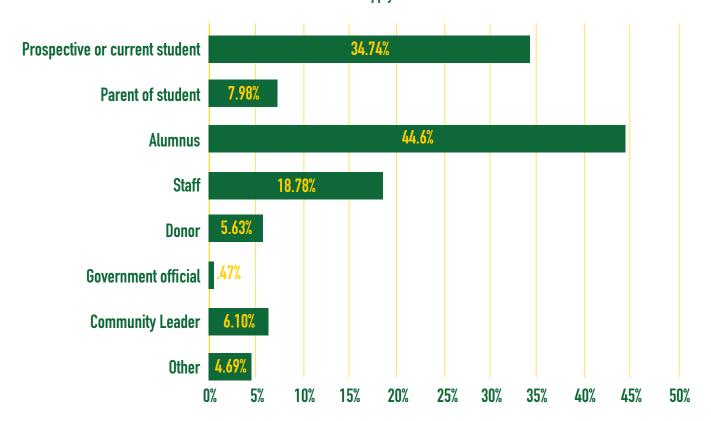
PROGRAM IMPLICATIONS: While the Kentucky State University brand has served us well over the years, it is time to create a new, bold brand that represents our commitment to academic excellence and our promise to address the special needs of the Commonwealth and its citizens. By analyzing the survey results, Kentucky State University will now be able to conduct focus group discussions with specific constituency groups.

FISCAL IMPLICATIONS: None

ATTACHMENTS: Survey results attached.

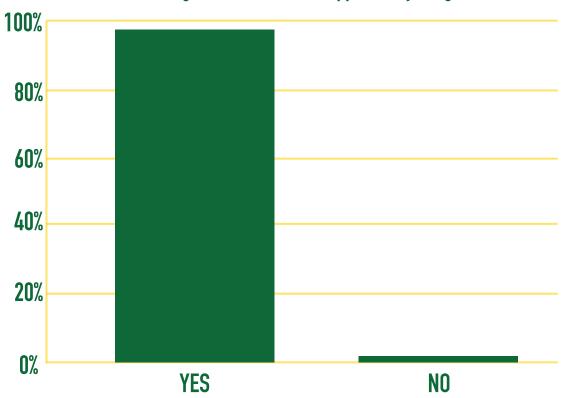
RECOMMENDATION: If you are interested in participating in one of the upcoming focus group discussions, please email news@kysu.edu.

QUESTION 1
What is your connection to Kentucky State University?
Check all that apply.



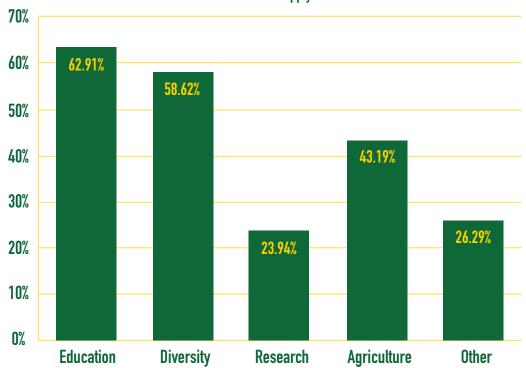
QUESTION 2

Kentucky State University wants to elevate its brand for increased recognition and national appeal. Do you agree?

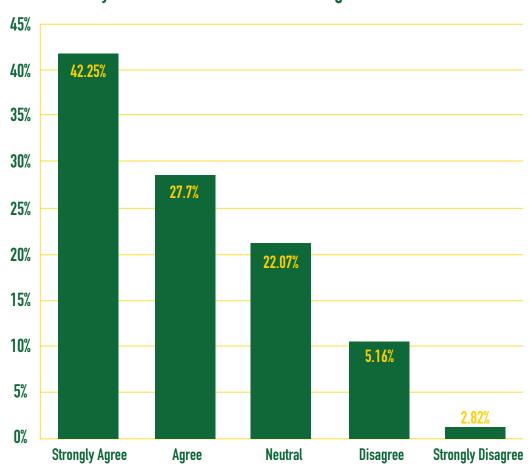


QUESTION 3
What comes to mind when you think of or hear the name Kentucky State University?

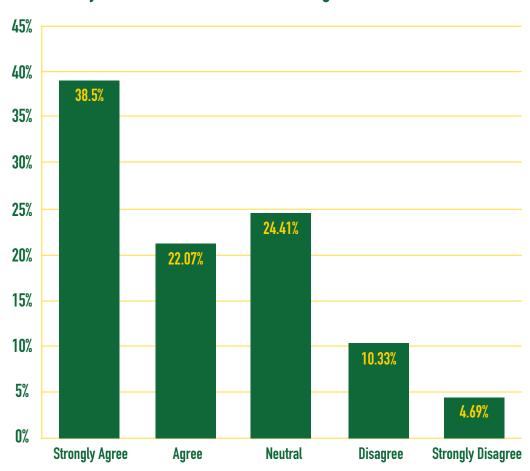
Check all that apply.



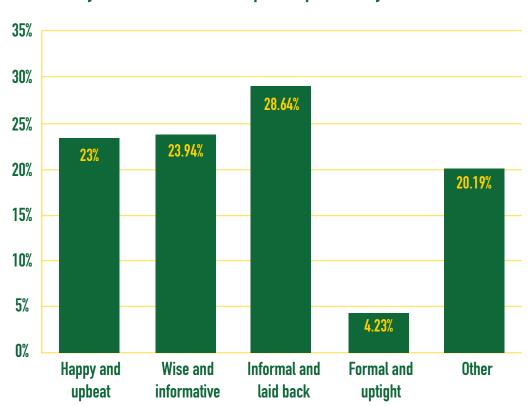
QUESTION 4
How do you feel about the institution being referred to as KSU?



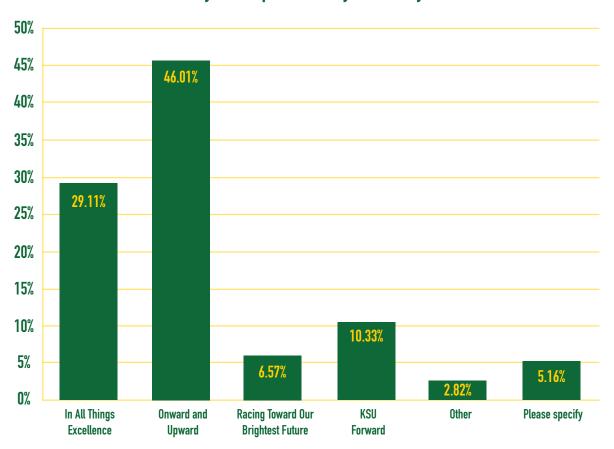
QUESTION 5
How do you feel about the institution being referred to as K-State?



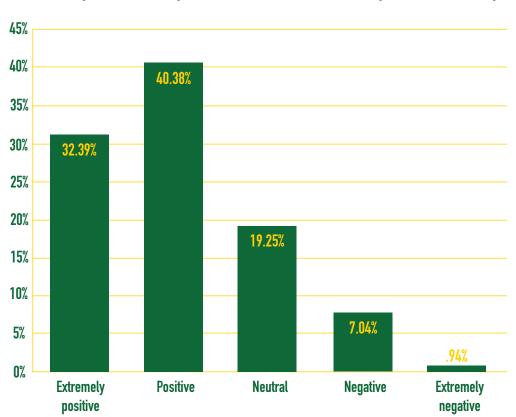
QUESTION 6
If Kentucky State were to have a specific personality, what would it be?



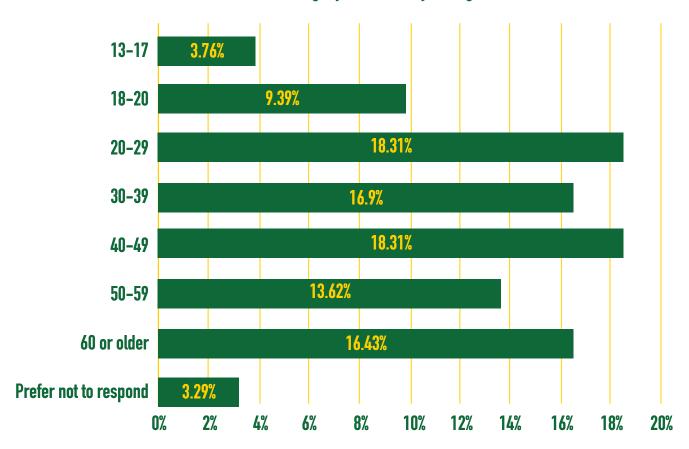
QUESTION 7
What University brand position do you identify with most?



QUESTION 8
How would you describe your attitude toward Kentucky State University?



QUESTION 9
Which category describes your age?





DATE: March 1, 2018

SUBJECT: Public Engagement Initiatives Report

FROM: Office of Institutional Advancement and Alumni Relations

ACTION ITEM: No Action Items

BACKGROUND: Public Engagement is an outreach effort to grow and foster relationships with current and new stakeholders. Kentucky State University is in a forward motion to seek out Community and Civic opportunities which create educational opportunities that integrate engagement, partnerships, and general interest events within the most diverse University in the nation.

SUMMARY OF PROGRAMS/ACTIVITIES:

Kentucky State University has a clear commitment to Public Engagement, a strong and yet challenging effort for infusing engagement into curriculum and the teaching mission, and a forward path to foster its city, surrounding areas, and the neighborhood in which in resides.

ALIGNMENT WITH STRATEGIC GOALS:

Goal 4 (h) Develop and deploy a plan to enhance relationships between University and the local community

COMMITTEE/PROGRAM ACTION:

- Encampment Keynote speaker Dr. Damon A. Williams 500+
- Frankfort/Franklin County Annual MLK Celebration Keynote M.
 Christopher Brown II, Eighteenth President- 200+
- MLK Breakfast and Luncheon Lexington, KY
- We Are Kentucky State Luncheon Capitol 400+
- Kentucky League of Cities (KLC) Reception 400+
- Kentucky Travel Industry Association Reception (KTIA)
- Mini-Homecoming Full Activities



- Kentucky Legislative Black Caucus keynote M. Christopher Brown II, Eighteenth President 200+
- Kentucky Proud Legislative Breakfast
- Kentucky State University and Hope Street Group Partnership Luncheon 70+
- Kentucky Dance Coach Competition 6000+
- Kentucky Engagement Conference Spalding University
- Kentucky/West Virginia Louis Stokes Alliance for Minority Participation (LSAMP)

PROGRAM IMPLICATIONS:

Strong relationships and educational impact with city, county, and state Community and Civic organizations

FISCAL IMPLICATIONS: Unlimited

ATTACHMENTS: None

RECOMMENDATION: Information only



ΤΕ: March 1, 2018
i Li.

SUBJECT: Quarterly Financial Status Update

FROM: Finance and Administration

ACTION ITEM: No

BACKGROUND:

Quarterly Financial Issues

SUMMARY OF PROGRAMS/ACTIVITIES:

Update on tuition setting timeline. Update on financial status, and other significant issues.

ALIGNMENT WITH STRATEGIC GOALS:

Goal 3 Increase the University's Financial Strength and Operational Efficiency.

COMMITTEE/PROGRAM ACTION: N/A

PROGRAM IMPLICATIONS: N/A

FISCAL IMPLICATIONS: N/A

ATTACHMENTS: Yes

RECOMMENDATION: Information Only

Council on Postsecondary Education Academic Year 2018-19 Tuition Setting Timeline

Nov 3, 2017 CPE Meeting – Council Chair appoints members of the Tuition Development Work Group (TDWG).

Dec 11, 2017 TDWG Meeting – Group members designate a chair for the 2018-19 tuition setting process. Council staff presents preliminary Tuition Setting Timeline, draft Tuition and Mandatory Fee Policy, key issues for 2018-19, and other policy relevant data for review and discussion.

Dec – Jan

Council staff obtains feedback from campus officials regarding preliminary Tuition Setting Timeline and draft Tuition and Mandatory Fee Policy and begins collecting and updating policy relevant data related to funding adequacy, shared benefits and responsibility, affordability and access, attracting and importing talent, and productivity.

Postsecondary institutions begin collecting data related to fixed cost increases, tuition and fee revenue estimates, potential impact of tuition increases, anticipated uses of additional tuition and fee revenue, and budgeted student financial aid expenditures.

Jan 3, 2018 Presidents' Meeting – Council staff shares preliminary Tuition Setting Timeline and draft Tuition and Mandatory Fee Policy with postsecondary institution presidents for review and discussion. Key issues pertaining to the upcoming tuition cycle are identified and discussed.

Jan – Feb Council and institutional staffs continue respective data collection efforts.

Jan 23, 2018 TDWG Meeting – Revised Tuition Setting Timeline, proposed Tuition and Mandatory Fee Policy, and updated policy relevant data are presented for review and discussion. Components of the Governor's proposed budget ¹ and implications for the upcoming tuition cycle are discussed.

Feb 2, 2018 CPE Meeting – Staff presents final Tuition Setting Timeline for Council information and recommended Tuition and Mandatory Fee Policy for Council action and provides an update on the 2018-19 tuition setting process.

¹ The deadline for introduction of the 2018-20 Executive Budget is January 16, 2018.

	Feb 2, 2018	<u>Presidents' Meeting</u> – Council staff shares updated policy relevant data for review and discussion.
	Feb – Mar	Council and institutional staffs exchange information from respective data collection efforts and begin finalizing for distribution to Council members.
	Mar 7, 2018	<u>Presidents' Meeting</u> – Council staff shares updated policy relevant data and initiates discussion of tuition and mandatory fee ceilings.
\Rightarrow	Mar 19, 2018	TDWG Meeting – Staff presents finalized policy relevant data and updates work group members regarding discussions to date.
	Apr 4, 2018	<u>Presidents' Meeting</u> – Council staff shares draft tuition and fee ceilings with campus presidents for review and discussion.
	Apr 16, 2018	Conference call with campus presidents and chief budget officers to discuss components of the enacted 2018-20 budget ² and implications for the 2018-19 tuition and fee recommendation.
\Rightarrow	Apr 19, 2018	TDWG Meeting – Staff presents proposed tuition and mandatory fee ceilings for review, discussion, and work group endorsement.
	Apr 27, 2018	CPE Meeting – Staff presents recommended tuition and fee ceilings for Council action.
	May – Jun	Postsecondary institutions submit proposed tuition and mandatory fee rates to Council staff. The Council president updates Council members regarding the rate proposals.
	Jun 22, 2018	CPE Meeting – The Council takes action on each institution's proposed tuition and mandatory fee rates.

 $^{^2}$ Assumes budget is enacted during the 2018 regular session or by the 60^{th} legislative day (i.e., April 13, 2018).

KENTUCKY STATE UNIVERSITY

February 21, 2018 - Budget vs. Actual FY 2017-18

62.5% of budget year completed

	FY 2017-18 Approved Budget	FY 2017-18 YTD Actual Activity	Remaining	YTD Actual % of Budget
REVENUES				
State Appropriations	26,729,600	14,701,300	12,028,300	55.00%
Student Tuition & Mandatory Fees	15,887,500	16,079,594	(192,094)	101.21%
Non-mandatory (Optional) Fees	430,600	124,264	306,336	28.86%
Employee Parking	33,400	34,090	(690)	102.07%
Interest Income	100,000	80,161	19,839	80.16%
Indirect Cost Recovery	500,000	354,984	145,016	71.00%
Fund Balance		-	-	
Total University Revenue	43,681,100	31,374,393	12,306,707	71.83%
Auxiliary Enterprises	3,734,500	3,847,698	(113,198)	103.03%
TOTAL REVENUE	47,415,600	35,222,091	12,193,509	74.28%
EXPENDITURES Educational and General Personnel	17,867,558	11,679,061	6,188,497	65.36%
Fringe Benefits	6,558,723	3,711,877	2,846,846	56.59%
Operating Expenses	7,732,319	5,289,390	2,442,929	68.41%
Scholarships	4,806,300	5,145,312	(339,012)	107.05%
•				
Total Educational and General	36,964,900	25,825,641	11,139,259	69.87%
Land Grant	6,671,200	2,950,501	3,720,699	44.23%
Auxiliary Enterprises				
Personnel	70,000	91,164	(21,164)	130.23%
Fringe Benefits	35,000	15,529	19,471	44.37%
Operating Expenses	3,674,500	2,768,729	905,771	75.35%
Total Auxiliary Enterprises	3,779,500	2,875,422	904,078	76.08%
TOTAL EXPENDITURES	47,415,600	31,651,564	15,764,036	66.75%



RECOMMENDATION:

KENTUCKY STATE UNIVERSITYBoard of Regents

DATE:	March 1, 2018			
SUBJECT:	2018-2020 Budget Forecast			
FROM:	Finance and Administration			
ACTION ITEM:	No			
BACKGROUND:				
2018-20 Biennium Budget	Proposal Submitted by Governor Bevin			
SUMMARY OF PROGRAM	MS/ACTIVITIES:			
State operating and capital	l appropriations			
ALIGNMENT WITH STRA	ATEGIC GOALS:			
Goal 3 Increase the University's Financial Strength and Operational Efficiency.				
COMMITTEE/PROGRAM	ACTION: N/A			
PROGRAM IMPLICATION	NS:			
Funding for programs and operations				
FISCAL IMPLICATIONS:				
State operating and capital appropriations				
. I				
ATTACHMENTS:	Yes			

Information Only

Summary of 2018-2020 Biennial Budget Request vs Governor's Budget Recommendation

Operating Budgets

State General Fund Request (Base Funding and Additional Budget Requests):

1. The Research Universities will request the General Fund base funding* and will have <u>no</u> state General Fund Additional Budget Requests (UK and UL do not participate in KERS).

Governor's recommendation included program specific cuts and a 6.25% general fund base reduction.

- 2. KERS Increase the Comprehensive Universities and KCTCS will request state General Fund base funding* and will request KERS increase funds as a state General Fund Additional Budget Request.
 - a. Between this year and next, KERS employer contribution rates are expected to increase:
 - i. from 49,47% to 84.06% for non-hazardous positions
 - ii. from 23.70% to 41.12% for hazardous positions
 - iii. Based on KRS projections, pension contributions at comprehensive universities and KCTCS institutions are expected to increase by \$47.2 M or about 70%
 - iv. KSU share of \$47.2m request = \$1,358,600

Governor's recommendation included no funding for anticipated KERS increases.

 KSU will request \$290,000 in recurring funds to meet the federal match requirement for KSU's land-grant program. Funding will help sustain effectiveness of outreach, service, and applied research of land-grant program.

Governor's recommendation does not include increase for KSU land grant match.

- 4. KCTCS will request state General Fund base funding* and Competitive Workforce Initiative Funding
 - a. FY 19 = \$3.561m, FY20 = \$5.935m

Governor's recommendation does not include increase for Competitive Workforce Initiative.

- 5. Performance Funding
 - a. For FY19, hold harmless provisions are in effect. CPE will request \$18.94m
 - b. For FY20, a 1% stop-loss is in effect. CPE will request \$36.51m. Each institution will request the Regular Appropriation minus 1.0% of each institution's FY18 adjusted net General Fund for each institution. CPE will request a sum equal to the contribution from each institution as base funding in the Postsecondary Education Performance Fund Appropriation Unit. This will allow for the movement of funds within the stop-loss provision of SB 153.
 - i. 1% stop loss for KSU = \$199,900

Governor's recommendation does not include increase for performance funding.

Bucks for Brains

- 6. CPE is requesting bond funding for Bucks for Brains endowments of \$90m, and an associated annual debt service appropriation of \$8.2m. If authorized, funding will be housed in two trust funds until matched by the institutions (RCTF, CUETF). State funds will be matched dollar-for-dollar with institutional funds from external sources. Both state and campus matching funds will be endowed, investment proceeds may be used to fund endowed chairs and professorships, research staffs and infrastructure, and student scholarships
 - a. \$50m would be allocated to UK; \$25m to UL; \$15m to comprehensives
 - i. KSU allocation = \$1,345,800

Governor's recommendation does not include new funding for Bucks for Brains.

Capital Projects:

- 7. CPE is requesting \$600,000,000 in General Fund supported Bond Funds for a pool of asset preservation and renovation projects, which will be matched (50/50) with institutional funds. The projects at each institution that are eligible to receive this funding will be listed in the Asset Preservation table in the Council's agenda items for the 2018-20 biennial budget recommendation.
 - a. KSU share = \$11,215,700 (state) + \$11,2315,700 (match) = \$22,431,400

Governor's recommendation includes \$300 million (\$150 million each year) in General Fund supported Bond Funds for a pool of asset preservation and renovation projects, which will be required to be matched with institutional funds (50/50 in 2018-19, 60/40 in 2019-20). **KSU** share = \$5,607,800 (state) + \$7,009,750 (match) = \$12,607,550.

Governor's 2018-20 Biennium Budget Proposal

ANDITA	Operating Budget	NOTE I		
	2017-18 Original	2017-18 Revised	2018-19 Gov Proposed	2019 -20 Gov Proposed
General Fund Appropriation	26,729,600	26,462,300	25,059,000	24,859,100
Restricted Funds	19,220,000	19,220,000	19,220,000	19,220,000
Federal Funds	19,000,000	19,000,000	19,000,000	19,000,000
TOTAL	64,949,600	64,682,300	63,279,000	63,079,100
Total Reduction from Original/PriorYear		267,300	1,403,300	199,900
Notes			1,670,600	199,900

Notes:

Revised FY 17-18 Operating Budget reflects the Governor's General Fund Budget Reduction Order (18-01) that results in a one percent across-the-board cut of postsecondary institution appropriations

Summary of appropriations as reflected in the Governor's Biennial Budget proposal. The mid-year reduction for FY 2017-18 is \$267,300. The general fund reduction for KSU is estimated at \$1,403,300 in FY 2018-19, and \$199,900 (1% stop loss) in FY 2019-20.

The Governor's budget proposal assumes no pension reform. The estimated additional costs of KERS contributions for FY 2018-19 is \$1,358,600. Absent some pension reform, these additional pension costs would have to be absorbed in addition to the proposed reduction in general fund appropriations, resulting in an effective FY 2018-19 general fund reduction of \$3,029,200, or 11.3% of the FY2017-18 original base of \$26,729,600.

KENTUCKY STATE UNIVERSITY Capital Budget

Renovation and Renewal Projects Pool	
Restricted Funds	5,000,000
Replace Enterprise Resource Planning System	
Restricted Funds	5,000,000
Upgrade Information Technology Infrastructure	
Restricted Funds	5,000,000
Expand Campus Communications Infrastructure	
Restricted Funds	2,354,000

Kentucky Public Postsecondary Institutions
Budgetary Impact of Governor's Proposed General Fund for Institutional Operations
2018-20 Executive Budget

Draft - For Discussion Purposes January 23, 2018

(B + C)

 $(D \div A)$

	Α	В	С	D	E
		Key Policy	Decisions ²		
	2017-18 Total	6.25% Cut in	Unfunded KERS	Combined	Combined
Institution	General Fund ¹	General Fund ³	Cost Increases 4	Dollar Impact	Percent Impact
University of Kentucky	\$267,089,200	(\$16,057,100)	\$0	(\$16,057,100)	-6.0%
University of Louisville	132,758,000	(8,297,400)	0	(8,297,400)	-6.3%
Eastern Kentucky University	65,045,200	(4,043,500)	(9,714,400)	(13,757,900)	-21.2%
Kentucky State University	26,729,600	(1,670,600)	(1,358,600)	(3,029,200)	-11.3%
Morehead State University	41,642,600	(2,590,200)	(3,283,800)	(5,874,000)	-14.1%
Murray State University	45,802,100	(2,787,600)	(4,777,300)	(7,564,900)	-16.5%
Northern Kentucky University	51,621,100	(3,143,600)	(12,810,700)	(15,954,300)	-30.9%
Western Kentucky University	74,653,800	(4,619,000)	(7,263,300)	(11,882,300)	-15.9%
KCTCS	181,605,000	(11,115,300)	(8,039,400)	(19,154,700)	-10.5%
Total	\$886,946,600	(\$54,324,300)	(\$47,247,500)	(\$101,571,800)	-11.5%

¹ Sum of regular General Fund appropriations for postsecondary institution operations as enacted (HB 303) for fiscal year 2017-18, plus CPE's recommended distribution to the institutions of \$42.9 million from the Postsecondary Education Performance Fund (PEPF) based on funding model calculations.

² In the 2018-20 Executive Budget, the recommended level of General Fund appropriations for postsecondary institution operations reflects two key policy decisions that have implications for the 2018-19 tuition setting cycle: (1) it includes an across-the-board reduction in General Fund appropriations of 6.25% for each institution; and (2) it provides no new funding to offset mandated KERS cost increases at Kentucky comprehensive universities and KCTCS institutions. Program specific cuts and eliminations identified in the Executive Budget are not included in this analysis because they do not impact credit hour generating programs.

³ Figures pertaining to the proposed 6.25% across-the-board cut were derived from the 2018-20 Executive Budget.

⁴ Projected increases in KERS employer-paid retirement contributions obtained from the Kentucky Retirement System.



KENTUCKY STATE UNIVERSITYBoard of Regents

DATE:	March 1, 2018
SUBJECT:	Review of Campus Facilities and Priorities
FROM:	Finance and Administration
ACTION ITEM:	No
BACKGROUND:	
Review of Campus Fa	cilities and Priorities
SUMMARY OF PROC	RAMS/ACTIVITIES:
Update on facilities an	nd other operations
A	
ALIGNMENT WITH	
Goal 3 Increase the Uni	versity's Financial Strength and Operational Efficiency.
COMMITTEE/PROG	RAM ACTION: N/A
PROGRAM IMPLICA	ΓΙΟΝS:
Support for KSU Prog	rams and Activities
FISCAL IMPLICATION	NS:
Operating and capital	expenditures
ATTACHMENTS:	Yes
RECOMMENDATION	V: Information Only

Facilities Update

Operations

- Fire Alarm System Residence Halls & Campus Police
 - Work is currently in progress to upgrade Fire Alarm System (fiber optic) communication from Residence Halls to Campus Police fire panel.

Roof Repair & Cost Estimates

- Currently repairing the Blazer Library, Hill Student Center, Carver Hall and the Jordan Building
- Attaining cost estimates for Kentucky and McCullin Residence Halls.

FCM Employee Uniforms

- Facilities Management staff have been issued uniforms as of Friday, February 23, 2018.
- Facilities employees shall wear issued uniforms while on-duty to aid in their identification, enhance campus security, and promote the professional image of the institution.

Current Construction

Repair Boilers and Aging Distribution Lines

State Account No.: C756

Fund Source: State Bonds authorized in Fiscal Year 2014-2015

o Appropriation: \$10,400,000.00

o Cash Balance: \$-621,387.50

Mechanical Engineer Prime Firm: CMTA Consulting Engineers, Prospect, Kentucky

Actual Construction Cost total with changes: \$6,600,107.00

o Start: 06/13/2016 Substantial: 08/01/2017 Final Completion: 09/01/2017

o Construction Prime Contractor: Hussung Mechanical Contractors, Louisville, KY

Phase I: Status: This project is completed and under a one (1) year warranty.

Phase II: Status: This project is completed and under a one (1) year warranty.

Phase III: Status: This project is completed and under a one (1) year warranty.

Pedestrian Bridge across US60

- o State Account No.: 151064
- o Fund Source: KY Transportation Cabinet, Road Funds FY 2013
- o Appropriation: \$8,200,000.00
- o Civil Engineer Prime Firm: Palmer Engineering, Winchester, Kentucky
- o Actual Construction Cost total with changes: \$5,100,000.00
- Start: 10/27/2015. Final Completion: 4/10/2018. Additional work crews were established to meet the *new* scheduled completion date.
- Construction Prime Contractor: Hall Contracting of Kentucky Inc., Louisville, Kentucky
- Utility Relocation by FPB
- o Construction Cost: \$691,342.93
- The cost to install the 14 security cameras and two (2) emergency phones in the elevator tower may be added to the original construction. KSU is seeking funding from state sources.
- Status: Work in progress.

Cooperative Extension Building Roof Replacement/Repair 2012

- o State Account No.: C66Q
- o Fund Source: Federal Funds
- o Appropriation: \$270,000.00
- o Cash Balance: \$-156,499.54
- Architectural Firm: G. Scott & Associates, Architects, Frankfort, Kentucky
- o Actual Construction Cost total with changes: \$235,250.00
- o Start: 01/09/2017. Substantial: 06/30/2017. Final Completion: 10/15/2017
- o Construction Prime Contractor: The Bri-Den Co., Inc., Ashland, Kentucky
- Status: This project has been completed and under a one (1) year warranty.

Renovate Atwood Ag Research Building

- State Account No.: C751
- o Fund Source: Federal Funds
- o Appropriation:\$12,368,000.00
- o Architectural Firm: Omni Architects, Lexington, Kentucky
- Design Fees Allotment: \$369,420.00
- Phase A Construction Estimate: \$6,592,675.00
- Funds are pending approval of architectural design fee from the USDA

- A plan has been developed to renovate the building and later build an adjoining Agriculture Experiential Learning Center next to the current Atwood Research Facility and create the Atwood Research Facility and Agricultural Experiential Learning Center.
- Status: This project is entering phase B design development. Project manager, Bernard Engelman, with Division of Engineering & Contract Administration (DECA) has been assigned to this project.

Design

University Campus Master Plan

State Account No.: C8UD

Fund Source: Institution and Federal Funds

o Appropriation: TBD

o Architectural Firm: TBD

o Design Fees Allotment: TBD

Phase A Construction Estimate: \$250,000.00

- This project will be funded from institution and federal funds. This project will assist the University with long and short range planning, development and improvement of the physical facilities.
- Status: No funds have been transferred to state account, KSU is seeking funding from state sources.

Emergency Roof Repairs - Exum HPER Center

State Account No.: C8HZ

o Fund Source: KSU

Appropriation:\$250,000.00Cash Balance: \$230,650.00

Architectural Firm: Patrick D. Murphy Co. Architects, Louisville, Kentucky
 Design Fees Allotment: \$56,000.00. Construction Allotment: \$194,000.00

Emergency Repairs Completed by Geoghegan Electrical: \$19,350.00

Status: A study has been prepared for this project; with an estimated cost of \$1.5
million to replace the entire roof on the William Exum center. Project manager,
Carl Kratzer with DECA, has been assigned to this project.

Hunter Hall Renovation Study

State Account No.: C8UH
 Fund Source: Federal Funds
 Appropriation: \$1,900,000.00

Architectural Firm: TBDDesign Fees Allotment: TBD

Status: This project has been initiated to determine if an elevator should be added and a covered walkway to connect to the Atwood facility. The funds will also be used to upgrade the electrical, plumbing and HVAC systems; as well as renovate classroom, research and meeting space. Project Manager, Butch Hatcher, with DECA has been assigned to this project.

Blazer Library Feasibility Study

State Account No.: C8K3

Fund Source: KSU
 Appropriation: TBD
 Cash Balance: TBD

o Architectural Firm: Omni Architects

o Design Fees Allotment: TBD

O Status: This project is currently going through a feasibility study to determine future interior and exterior renovation. Project manager, Carl Kratzer, with DECA has been assigned to this project.

Jordan Building and Warehouse Roof Replacement 2012

o State Account No.: C66S

Fund Source: KSU
 Appropriation: TBD
 Cash Balance: TBD
 Architectural Firm: TBD

o Design Fees Allotment: TBD

 Status: This project has an estimated cost of \$41,190.00 to replace the damaged section of the Jordan Building and the Warehouse. Project manager, Carl Kratzer, with DECA has been assigned to this project.

Buildings Offline

The Halls and the Old Rosenwald Buildings

 The Halls and the Old Rosenwald buildings have both been recommended for demolition with an estimated cost of \$900,000.00.
 KSU is seeking funding from state sources.

Russell Court

- o Russell Court requires a full renovation of all systems and finishes. The cost estimate for the renovation includes the following:
 - 2 Apartments plus main electric upgrade -\$165,600.00
 - Single bedroom apartment \$79,350.00 each x 10 units
 - Double bedroom apartment \$92,000.00 each x 8 units
 - Total renovation estimate \$1,695,100.00. KSU is seeking funding from state sources.



RECOMMENDATION:

KENTUCKY STATE UNIVERSITYBoard of Regents

DATE:	March 1, 2018
SUBJECT:	Audit Update
FROM:	Finance and Administration
ACTION ITEM:	No
BACKGROUND:	
Audit Update	
SUMMARY OF PROGRAM	MS/ACTIVITIES:
Update on internal audit a	and other audit issues
ALIGNMENT WITH STR.	ATEGIC GOALS:
Goal 3 Increase the University	rsity's Financial Strength and Operational Efficiency.
COMMITTEE/PROGRAM	I ACTION: N/A
PROGRAM IMPLICATIO	NS: N/A
FISCAL IMPLICATIONS:	N/A
ATTACHMENTS:	No

Information Only



KENTUCKY STATE UNIVERSITY Board of Regents

DATE: March 1, 2017

SUBJECT: Residence Life Update

FROM: Office of Student Engagement and Campus Life

ACTION ITEM: No

BACKGROUND: Undergraduate students occupy five residence halls on campus.

SUMMARY OF PROGRAMS/ACTIVITIES: Housing inventory, total available bed spaces, and comprehensive data for Spring 2018 occupancy is provided.

ALIGNMENT WITH STRATEGIC GOALS: Goal 1—Enhance Student Enrollment, Improve Student Life and Engagement, and Improve Student Advising and Career Development

COMMITTEE/PROGRAM ACTION: N/A

PROGRAM IMPLICATIONS: N/A

FISCAL IMPLICATIONS: Generation of revenue

ATTACHMENTS: Spring 2018 Housing Information Report

RECOMMENDATION: Information only



Spring 2018 Housing Information (As of February 16, 2018)

Housing Inventory for Spring 2018								
Residence Hall	Residence Hall Total # of Students Females Males							
Chandler Hall	114	114	0					
Combs Hall	106	0	106					
Kentucky Hall	136	136	0					
McCullin Hall	97	0	97					
Young Hall	150	68	82					
TOTAL	603	318	285					

Total Bed Spaces for Spring 2018							
Residence Hall Total # of Beds Females Males							
Chandler Hall	110*	110	0				
Combs Hall	106	0	106				
Kentucky Hall	136	136	0				
McCullin Hall	93*	0	93				
Young Hall	148*	68	80				
TOTAL	593	314	279				

^{*}Rooms offline due to maintenance issues or Residence Life professional housing needs

Comprehensive Data for Spring 2018 Occupancy							
Residence Hall Capacity Occupancy Occupancy %							
Chandler Hall	110	91 (all females)	82.7%				
Combs Hall	106	89 (all males)	83.9%				
Kentucky Hall	136	118 (all females)	86.7%				
McCullin Hall	93	70 (all males)	75.2%				
Young Hall	148	131 (51 females and 80 males)	88.5%				
TOTAL	593	499 (260 females and 239 males)	84.1%				



KENTUCKY STATE UNIVERSITYBoard of Regents

DATE: March 1, 2017

SUBJECT: Spring 2018 Campus Life Program

FROM: Office of Student Engagement and Campus Life

ACTION ITEM: No

BACKGROUND: The Office of Campus Life plans a comprehensive programming schedule for students each semester.

SUMMARY OF PROGRAMS/ACTIVITIES: Student activities, including events sponsored by the Student Government Association and Greek organizations, have been planned for Spring 2018 and a schedule created.

ALIGNMENT WITH STRATEGIC GOALS: Goal 1—Enhance Student Enrollment, Improve Student Life and Engagement, and Improve Student Advising and Career Development

COMMITTEE/PROGRAM ACTION: N/A

PROGRAM IMPLICATIONS: N/A

FISCAL IMPLICATIONS: Cost of events fall within the Office of Campus Life's allocated Spring 2018 budget.

ATTACHMENTS: Spring 2018 Campus Life Schedule

RECOMMENDATION: Information only



Office of Campus Life Spring 2018 Schedule

JANUARY 2018

Divine Intervention January 19 – 21, 2018

Kappa Kappa Psi Week January 28 – February 3, 2018

FEBRUARY 2018

February 20, 2018 Honda Campus All Star Challenge – February 1 – 2, 2018

National Qualifying Tournament

Fresh Friday February 2, 2018

Super Bowl Party February 4, 2018

Street Scholarz Week February 4 – 10, 2018

Snacks & Discussion "N Word Lecture" February 5, 2018

KSU v. CSU Basketball Away Game February 8, 2018

KSU v. CSU Basketball Home Game (Mini-Homecoming) February 10, 2018

Delta Sigma Theta Week February 11 – 17, 2018

Valentine's Day Social February 14, 2018

Poetry Def Jam

2018 Student Government Elections Informational Meeting February 21, 2018

2018 Mister & Miss Kentucky State University Informational Meeting February 21, 2018

Tau Beta Sigma Week February 25 – March 3, 2018

Walmart Monday February 26, 201 Federal HBCU Virtual Student Symposium February 27, 2018

Black History Month Celebration with the Atwood Institute February 27, 2018

MARCH 2018

Fresh Friday	March 2, 2018
SGA SENATE TRIP – MAIN EVENT	March 2, 2018
SGA General Elections Candidate Application Deadline	March 7, 2018
Women's Conference Week	March 18 – 24, 2018
SGA General Elections Official Meeting with Candidates	March 21, 2018
Elect Her	March 24, 2018
Distinguished Speaker Series	March 31, 2018
Zeta Phi Beta Week	March 25 – 31, 2018
Walmart Monday	March 26, 2018

APRIL 2018

Alpha Kappa Alpha & Kappa Alpha Psi Week Pre-Symposium with the Atwood Institute **Tentative Fresh Friday HBCU Tour	April 1 – 7, 2018 April 5, 2018 April 6, 2018
Honda Campus All Star Challenge – National Championship	April 7 – 11, 2018
Alpha Phi Alpha Week	April 8 – 14, 201
Walmart Monday	April 9, 2018
Wild'n Out Wednesday	April 11, 2018
SGA Elections Midnight Madness	April 14, 2018
Student Government Association Campaign Week	April 16 – 21, 2018
SGA Election Candidate Meet & Greet	April 16, 2018
SGA Election Candidate Debates	April 16, 2018
SGA Election Campaign Parade	April 17, 2018
SGA Election Campaign Crossfire	April 17, 2018
Mister & Miss KSU Pageant	April 20, 2018
SGA Election BBQ	April 21, 2018
SGA Election Day	April 23, 2018
Springfest – Dance Xtravaganza	April 23, 2018
Springfest – Paint & Sip	April 24, 2018
Springfest – Denim Day	April 25, 2018
Springfest – Fashion Show	April 25, 2018
Springfest – Skate Night	April 25, 2018
Springfest – Glow Foam Party	April 26, 2018
Springfest – All White Affair Under the Stars	April 27, 2018
Campus Life Student Awards Ball	April 28, 2018



KENTUCKY STATE UNIVERSITY Board of Regents

DATE: March 1, 2018

SUBJECT: The Gold Book Updates (Governance)

FROM: Office of the General Counsel

ACTION ITEM: N/A – Information Only

BACKGROUND:

The Office of the General Counsel is in the process of reviewing the Gold Book to ensure consistency and compliance with current and applicable state and federal laws.

SUMMARY OF PROGRAMS/ACTIVITIES:

The Gold Book: Bylaws of the Kentucky State University was last revised and approved by the Board of Regents in January 2015. Regular review of the Board's bylaws is a basic part of every board's legal duties. As such, the General Counsel's office is in the process of reviewing all handbooks, policies, and procedures, including the Gold Book, which are published to ensure alignment with both state and federal law. Once review is complete, the General Counsel's office will propose the necessary revision, as needed, to the Board of Regents.

ALIGNMENT WITH STRATEGIC GOALS:

Goal 3: Increase the University's Financial Strength and Operational Efficiency; and **Goal 5:** Obtain Maximum Institutional Effectiveness through the Implementation of a Continuous Quality Improvement Process framed within the seven Baldrige Performance Excellence in Education criteria.

The Gold Book consists of policies adopted by the Board of Regents for the purposes of governance and operations of the University. These polices provide the framework for the University administration to comply with federal and state law and implement Board decisions.



KENTUCKY STATE UNIVERSITY Board of Regents

The Gold Book summarizes the statutory authority granted to the Kentucky State University by the Kentucky Legislature and establishes the Board's policies on matters related to University such as diversity, shared governance, and use of University property and resources to increase the University's financial strength and operational efficiency and obtain maximum institutional effectiveness through the implementation of a continuous quality improvement process.

COMMITTEE/PROGRAM ACTION: No recommendations necessary as it is an information item.

PROGRAM IMPLICATIONS: N/A

FISCAL IMPLICATIONS: N/A

ATTACHMENTS: N/A

RECOMMENDATION: No recommendations necessary as it is an information item.



KENTUCKY STATE UNIVERSITY Board of Regents

DATE: March 1, 2018

SUBJECT: Contracts

FROM: Office of the General Counsel

ACTION ITEM: Seeks Approval of Proposed Contracts

BACKGROUND:

Since his appointment in May 2017, President Brown has evaluated campus operations and identified areas of operational concern.

SUMMARY OF PROGRAMS/ACTIVITIES:

To address those areas of concern, President Brown charged campus staff to find solutions to areas of operational concern. Campus staff have proposed solutions that require Kentucky State University to enter into contracts (or amend current contracts) to address those areas of operational concern.

ALIGNMENT WITH STRATEGIC GOALS:

Goal 3: Increase the University's Financial Strength and Operational Efficiency.

The execution and approval of these contracts will increase the University's financial strength and operational efficiency by reducing University operating costs.

COMMITTEE/PROGRAM ACTION:

Not applicable.

PROGRAM IMPLICATIONS:

Not applicable.

FISCAL IMPLICATIONS:

It is anticipated the University will be able to reduce operational costs.

ATTACHMENTS: The contracts for approval are attached.

RECOMMENDATION: Action be taken that all contracts are approved.

ADDENDUM TO EMPLOYMENT AGREEMENT

This ADDENDUM is made to the Employment Agreement previously executed by and between KENTUCKY STATE UNIVERSITY ("KSU") and M. CHRISTOPHER BROWN II, Ph.D. ("Dr. Brown") on April 12, 2017 with an effective date of May 15, 2017.

RECITALS:

WHEREAS, ARTICLE IV, SECTION 4.10(c) provides that the Board will review the performance of the Dr. Brown;

WHEREAS, ARTICLE IV, SECTION 4.10(c)1 - (c)4 provides that certain tasks relating to the evaluation shall be completed during the months of March, April, and May;

WHEREAS, the Board previously adopted Schedule of Regular Meeting Dates for 2017 – 2018 which includes March 1 & 2, 2018 and June 7 & 8, 2018;

WHEREAS, the parties wish to complete the evaluation in accordance with the EMPLOYMENT AGREEMENT, but wish to do so in accordance with the meetings adopted by the Board of Regents;

It is, therefore, mutually understood and agreed upon by and between the undersigned parties that Article IV, Section 4.10(c)1 - (c)4 shall now read:

- 1. No later than the 1st Quarterly meeting of the calendar year, Dr. Brown will report, in writing, to the Executive Committee of the Board of Regents on his performance including the achievement of the priorities, goals, and activities which may have been identified by the Board his performance for the previous year;
- 2. No later than the 1st Quarterly meeting of the calendar year, the Executive Committee and Dr. Brown will meet to discuss the performance of Dr. Brown and discuss priorities, goals, and activities for the year to come;
- 3. No later than the 2nd Quarterly meeting of the calendar year, the Executive Committee will review the performance of Dr. Brown with the full Board in camera. It will also recommend in open session a list of priorities, goals, and activities for Dr. Brown for the year to come, for Board approval;

Addendum to Employment Agreement, May 15,2017			
Kentucky State University and M. Christopher Brown II, Ph.D.	Initials		
Page 1 of 2	MCB	EF	

4. No later than the 2d Quarterly meeting of the 2018 calendar year, the Chair of the

Board may prepare a report summarizing Dr. Brown's goals, objectives, and

performance as President and, after reviewing the content of the report with Dr.

Brown, may make the report public.

All other terms and conditions are to remain in full force and effect.

RATIFICATION AND EXECUTION

Upon signature by you and the approval and ratification by the Board of Regents

at a public meeting, the Addendum shall become legally binding in accordance with its

terms. Upon approval and ratification by the Board of Regents at a public meeting, this

Addendum shall not be legally binding.

EXECUTED as an Instrument under seal as of the 1st day of March in the year

2018:

M. CHRISTOPHER BROWN II. Ph.D.

EMPLOYEE For: DR. BROWN ELAINE FARRIS, Ed.D.

CHAIR, BOARD OF REGENTS For: KENTUCKY STATE UNIVERSITY

MCB





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CONTRACT MM	CUSTOMER ACCOUNT NO		NO	SOURCE LEAD
Section 1. Customer Info				
ADT LLC dba ADT Security Services ("ADT")	Customer Name ("Customer" or "I" or "me" or "my")	FORGE	RST NAMI	3
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	City FZAMEROUT	ПППП	State	KY ZIP 40601
P. Company	Tax Exempt No.		Tax Expire D	Date MM/DD/YY
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IF FAMILIARIZATION PERIOD IS	REJECTED INITIAL HERE	(see Paragraph 15 o	of the Terms and Conditi	ions for explanation)
	ceretysu.edu			
If I have provided or do provide ADT phone number, or any number that I these number(s). I also agree to receive the number(s) provided.	subsequently provide for billing an	d other non-solicitation	purposes, I agree that	ADI may contact me at this/
I confirm that I am the registered own ADT with an email address, I agree th unsubscribe or opt out by emailing DN	at ADT may send me emails regard	ing my ADT Services or I	ADT to contact me. If I new ADT or third-party	have provided or do provide products and services. I may
EQUIPMENT TO REMAIN THE PROPER agreed to give me ownership of the disable any or all of the equipment ow and Conditions for more information.	equipment in a separate written ag vned by ADT, in which case I will not	reement. ADT has the ri	cht upon termination o	of this Contract to remove or
I acknowledge and agree to each of the agree to each and every term of this of this Contract is three (3) years. (C) AD full range of equipment and services and may be purchased from ADT at an (D) No alarm system can provide come and other incidents are unpredictable response time of police, fire and medipower is interrupted for any reason. (calling 800.ADT.ASAP or by logging in provide any equipment or services, ar such termination and refund any amo	Contract, including but not limited to a security consultant and can that ADT can provide me. Additional additional cost to me. I have selected to a cannot always be detected to call emergency personnel is outside to www.MyADT.com. (F) This Control of approval is denied, then this Control of the call emproval is denied, then this Control of the call emproval is denied, then this Control of the call emproval is denied, then this Control of the call emproval is denied, then this Control of the call emproval is denied, then this Control of the call emproval is denied, then this Control of the call emproval is denied, then this Control of the call emproval is denied, then this Control of the call emproval is denied, then this call emproval is denied.	o Paragraphs 5, 7 and 19 not address all of my pool equipment and service ed and purchased only the ention of loss or injury. For prevented by an alart the control of ADT. ADT y test the alarm system in ract requires final appropriate the property of the alarm system in ract requires final appropriate the alarm system in the property of the propert	of the Terms and Conditional Security needs. It is something the equipment and servicities, floods, burglaries, may not receive alarm nonthly and any time to yet by an ADT authorizing the extension of the exten	Ittons. (B) The Initial term or ADT has explained to me the in this Contract are available es identified in this Contract. robberies, medical problems is always possible, and the signals if communications or change telephone service, by ed manager before ADT may
ADT Representative	- marking a		Rep. License No. (If Required)	Rep. 16550
Customer's Approval: Original Signatu	re Required (Must match Customer Nam	e in Section 1 above)		
X			Erreg State	MM/DD/YY
NOTICE OF CANCELLATION I, THE CUSTOMER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT. I ACKNOWLEDGE BEING VERBALLY INFORMED OF MY RIGHT TO CANCEL AT THE TIME OF EXECUTION OF THIS CONTRACT AND RECEIPT OF THIS NOTICE.				
Section 2. Services to be	Provided			
THERE IS NO FIN	FINANCIAL DISCL	OSURE STATEMENT EDIT (0% APR) ASSOC	IATED WITH THIS CO	NTRACT.

LATE CHARGE – PAYMENT IS DUE PURSUANT TO MY SELECTED BILLING
FREQUENCY, PRIOR TO THE START OF SERVICE, MY FIRST BILL/CHARGE WILL
BE SENT/MADE SHORTLY AFTER MY SERVICE BEGINS. ADT MAY IMPOSE A
ONE-TIME LATE CHARGE ON EACH PAYMENT THAT IS MORE THAN TEN (10)
DAYS PAST DUE, UP TO THE MAXIMUM AMOUNT PERMITTED BY LAW, BUT IN

B. AMOUNT OF EACH PAYMENT IS (TOTAL MONTHLY SERVICE CHARGE FROM BELOW)

A. NUMBER OF PAYMENTS FOR THE INITIAL TERM IS 36. TOTAL OF PAYMENTS FOR THE INITIAL TERM IS \$ 1,799.64

(A. TIMES B.) (EXCLUSIVE OF UPFRONT CHARGES AND ANY APPLICABLE TAXES, FEES, FINES AND RATE INCREASES)

PREPAYMENT – IF I PREPAY THE SEE PARAGRAPHS 2, 4, 16 AND

PREPAYMENT – IF I PREPAY THE TOTAL OF PAYMENTS PRIOR TO THE END OF THE INITIAL TERM OF THIS CONTRACT, THERE IS NO PENALTY OR REFUND.

SEE PARAGRAPHS 2, 4, 16 AND 20 OF THIS CONTRACT FOR ADDITIONAL INFORMATION ABOUT NONPAYMENT, DEFAULT AND ACCELERATION.





Standard Monthly Service for Burglary, Manual Fire and Manual Police Emergency Standard Monthly Service, Fire/Smoke Detection Service includes: Customer Monitoring Center Signal Receiving and Notification Service for Burglary, Manual Fire and Manual Police Emergency ADT Pulse® Interactive Solution Services Carbon Monoxide Flood Low Temp Medical Alert	CUSTOMER ACCOUNT NO		JOB LEAD SOURCE
Standard Monthly Service for Burglary, Manual Fire and Manual Police Emergency Standard Monthly Service, Fire/Smoke Detection Service includes: Customer Monitoring Center Signal Receiving and Notification Service for Burglary, Manual Fire and Manual Police Emergency Standard Monthly Service, Fire/Smoke Detection Service includes: Customer Monitoring Center Signal Receiving and Notification Service for Fire, Manual Fire and Manual Police Emergency AADT Pulse® Interactive Solution Services Carbon Monoxide Flood Low Temp Medical Alert \$ Safewatch Cellguard® \$ SecurityLink Two-Way Voice \$ Carbon Monthly Two-Way Voice \$ Extended Limited Warranty/Quality Service Plan (QSP) \$ Guard Response Service \$ Monthly Recurring Municipal Fee (Subject to change based on local law) Customer to obtain and pay for municipal alarm use permit Other \$ Total Monthly Service Charge \$ "If applicable sales tax not shown, it will be added to total manual pay for municipal sales will be added to total pay for service to the service of the servic	continued))	
Manual Fire and Manual Police Emergency Standard Monthly Service, Fire/Smoke Detection Service includes: Customer Monitoring Center Signal Receiving and Notification Service for Fire, Manual Fire and Manual Police Emergency AADT Pulse® Interactive Solution Services Carbon Monoxide Flood Low Temp Medical Alert \$ SecurityLink Two-Way Voice Extended Limited Warranty/Quality Service Plan (QSP) Guard Response Service Monthly Recurring Municipal Fee (Subject to change based on local law) Customer to obtain and pay for municipal alarm use permit Other \$ Total Monthly Service Charge \$ *If applicable sales tax not shown, it will be added to to the sale of the sal	thly Service Charge	 Initial/Annual Recurring Municipal Fee billed sep (Subject to change based on local law) 	arately Initial/Annual Fee
Standard Monthly Service, Fire/Smoke Detection Service includes: Customer Monitoring Center Signal Receiving and Notification Service for Fire, Manual Fire and Manual Police Emergency ADT Pulse® Interactive Solution Services Carbon Monoxide Flood Low Temp Medical Alert		O Customer to obtain and pay for initial/annual mu	inicipal
AADT Pulse® Interactive Solution Services Carbon Monoxide Flood Low Temp Medical Alert Safewatch Cellguard® \$ SecurityLink Two-Way Voice Extended Limited Warranty/Quality Service Plan (QSP) Guard Response Service Monthly Recurring Municipal Fee (Subject to change based on local law) Customer to obtain and pay for municipal alarm use permit Other \$ Total Monthly Service Charge \$ *If applicable sales tax not shown, it will be added to tot Section 3. Equipment to be Install Control Panel		alarm use permit. Failure to obtain and provide a with the municipal alarm use permit registration could result in no municipal fire/police response alarm from the premises and/or a fine.	number
Carbon Monoxide Flood Low Temp \$ Medical Alert	49.99	Municipal Electrical Permit Fee Customer to obtain electrical permit	\$
Safewatch Cellguard SecurityLink Two-Way Voice Extended Limited Warranty/Quality Service Plan (QSP) Guard Response Service Monthly Recurring Municipal Fee (Subject to change based on local law) Customer to obtain and pay for municipal alarm use permit Other Total Monthly Service Charge *If applicable sales tax not shown, it will be added to to section 3. Equipment to be Install Control Panel Pa		Admin Fee	\$
SecurityLink Two-Way Voice Extended Limited Warranty/Quality Service Plan (QSP) Guard Response Service Monthly Recurring Municipal Fee (Subject to change based on local law) Customer to obtain and pay for municipal alarm use permit Other Total Monthly Service Charge *If applicable sales tax not shown, it will be added to total service Level Rame! Control Panel Lycrodish Control Lycrodish Contr		Installation Price \$	
Extended Limited Warranty/Quality Service Plan (QSP) Guard Response Service Monthly Recurring Municipal Fee (Subject to change based on local law) Customer to obtain and pay for municipal alarm use permit Other Total Monthly Service Charge *If applicable sales tax not shown, it will be added to total service. Section 3. Equipment to be Install Part of the I		Taxable Amount	\$
Guard Response Service Monthly Recurring Municipal Fee (Subject to change based on local law) Customer to obtain and pay for municipal alarm use permit Other Total Monthly Service Charge If applicable sales tax not shown, it will be added to to section 3. Equipment to be Install Control Panel Control Panel Pane		Non-Taxable Amount	\$
Monthly Recurring Municipal Fee (Subject to change based on local law) Customer to obtain and pay for municipal alarm use permit Other Total Monthly Service Charge If applicable sales tax not shown, it will be added to to Section 3. Equipment to be Install Control Panel Legandra Room Panel Living Room Femily Room Office Dining Room Kitchen Laundry Room Hallway Master Bedroom Master Bath Bedroom 2 Bedroom 3 Bath 2 Basement Garage Price Per Piece Totals [New York Customers Only: Estimated Work Commencement Estimated Substantial Completion Date: NOTICE OF LIEN: Whether or not any mortgage may be given on the which may be paywifent as paint reproduced all nawn Preposit of performers and it legally require in accordance with paywifent and payment in a confence with payment in a conference with payment in a confence with payment in a conference w		Connection/Activation Fee	\$
(Subject to change based on local law) Customer to obtain and pay for municipal alarm use permit Other		Sales Tax on Installation*	\$
Total Monthly Service Charge *If applicable sales tax not shown, it will be added to total Section 3. Equipment to be Install Control Panel		Total Installation Charge*	\$
*If applicable sales tax not shown, it will be added to to to Section 3. Equipment to be Install. Control Panel 3000 Personal Reputation Parents Pare		Trip Charge Received	\$
*If applicable sales tax not shown, it will be added to to Section 3. Equipment to be Install. Control Panel 3000 Repaired Panel 4000 Repaired Pa	What was	Deposit Received	\$
Section 3. Equipment to be Install Control Panel 3000 Respective Level Name: Includes: Foyer Living Room Office Dining Room Kitchen Laundry Room Hallway Master Bedroom Master Bath Bedroom 2 Bedroom 3 Bath 2 Basement Garage Price Per Piece Totals INew York Customers Only: Estimated Work Commencement A definite completion date has not been determined to be of the Estimated Substantial Completion Date: NOTICE OF LIEN: Whether or not any mortgage may be given on the which may be enforced against the property in accordance with apprepared to deposit all paym		Balance Due Upon Installation*	\$ 1,307.05
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of such deposit, ADT may post a bond or contract of indemnity with SCHEDULE OF PAYMENTS: The Contract provides for a Down Paym is substantially complete. Upon completion of the work, the remain time when such payment is required and the percentage of the wor	essence. In addition to property to be impro- licable lien law. In the prior to the guaranteeing the ent to be paid before the sale	oved, ADT or any subcontractor who performs work and completion in accordance with subdivision four of section return or proper application of such payments to the promencement of any work, which will be held in a specific will become due. The following schedule identifications.	the following may materially change is not paid may have a claim against on seventy-one-a of the lien law or, in laurposes of the Contract. secially designated account until the w
Down Payment Due on Signing Contract (before work is common Completion: \$ % Any payment made prior to completion of the work will be held on	nced or materials sup	pplied): \$%	til withdrawal is nermitted hv law.1





CONTRACT MM DD Y CUSTOMER ACCOUNT NO	JOB LEAD SOURCE
Section 4. Billing	
Check received for: OInstallation: Check # Amount \$	Check Confirmation #
O Annual Service Charges Collected: Check # Amount \$	Check Confirmation #
By my signature on Page 1 of this Contract, I authorize ADT to withdraw from my bank a (i) Contract Termination Charges (see Paragraph 2, Early Termination of this Contract)	id (ii) all service and matematics.
Services Charges (if no billing period oval is filled, my recurring service charges will be ch	narged monthly).
○ Annually ○ Semi-Annually ○ Quarterly ○ Monthly	Table and for tolophone orders with an installation price over
O Installation Charges 3 monthly credit/debit card payments of equal amounts (ava \$400 or field sales with an installation price over \$1,500)	The state of the s
I authorize ADT to withdraw all Service Charges and Installation Charges, as indicated above, as well as any C Automated Clearing House ("ACH"). This authorization will remain in effect until the termination date of this authorization only by notifying ADT and my bank or credit card company at least 10 business days before th account information at least 15 days prior to the next billing date. If the date or amount of the withdrawal chays prior to the payment being collected. If a payment date falls on a weekend or holiday, payment may be these funds may be withdrawn from my account each month as early as the transaction date. If an ACH transite charge again within 30 days, and an NSF charge may apply. The origination of ACH transactions to my of the bank account or credit card account provided to ADT for payment of charges under this Contract, and as the amount corresponds to the terms indicated in this Contract.	e scheduled debit or charge. I agree to notify ADT of any other changes in my anges, or if Contract Termination Charges apply, ADT will notify me at least 15 e executed on the next business day. Because this is an electronic transaction, saction is rejected for non-sufficient funds (NSF), ADT may attempt to process account must comply with the provisions of U.S. law. I am an authorized user I will not dispute the payment with my credit card company or bank, so long
O To sell dille a bill. Children	Approval If no oval is filled, ADT will send bill quarterly.
Section 5. Customer and System Data	
Municipality Police Name Municipality Fire N	lame
Municipality Medical Patrol Name Patrol Name	
Cross Street	
Job Type O New Sale O Change Over O Upgrade O Resale Control T	ype OHW ORF
Affiliation Member #	Number Number
and the second of the second o	
Burglar Alarm: O Yes O No Fire / Smoke: O Yes O No Two-Way Voice: O Yes O No Ce	llular Model: Primary
Resale-Former Acct # Former CS #	A CONTRACT TO SERVE A TO A T
Section 6 Password	
This password must be issued to all users of the alarm system, including all people listed in Section 7. An ois available upon request. A password must be no less than three (3) and no more than five (5) characters in non-standard spelling. Customer may change passwords and contacts by going to www.MyADT.com or by	ptional, secondary password for service individuals, housekeepers, tenants, etc. n length and may not contain any punctuation or spaces, offensive language or calling ADT toll-free at 800.ADT.ASAP.
Section 7 Emergency Contact List	
These are the individuals who may be called in the event of an alarm. Because they may need to meet the the password, and the keypad code. By selecting the "Yes" designation on the right I am identifying which	TO DIESE MENTAL MANAGEMENT AND A COMMENT AND
Customer/Emergency Contact #1	Home Cell Work Yes No
Print First Last Name	Home Cell Work Yes No
Print rissulast name	00000
	Hame Cell Work Yes No
Alternate/Emergency Only Contact Print First/Last Name Phone	Home Cell Work Yes No
	e Horne Cell Work Yes No

1. PAYMENTS; TERM; CONSUMER REPORT. All charges are payable in advance. The initial term of this Contract



1. PAYMENTS; TERM; CONSUMER REPORT. All charges are payable in advance. The initial term of this Contract is three (3) years. ADT's alarm monitoring and notification services will begin when the equipment is installed, operational and communicating with ADT's Customer Monitoring Center ("CMC"). This Contract will automatically renew for successive thirty (30)-day terms unless terminated by either party at least thirty (30) days before the end of the current term. If terminated, this Contract ends on the last day of the then-current term. I may terminate my service by calling ADT at 800.327.4348. I authorize ADT to obtain a non-investigative consumer report, commonly referred to as a credit check or credit report, about me from a consumer reporting agency at any time during the term.

- 2. EARLY TERMINATION OF THIS CONTRACT. I AGREE THAT THE CHARGES DUE UNDER THIS CONTRACT ARE BASED ON MY AGREEMENT TO RECEIVE AND PAY FOR THE SERVICES FOR THREE (3) FULL YEARS AND THAT ADT HAS RELIED UPON MY AGREEMENT AND HAS INCURRED COSTS IN DECIDING TO ENTER INTO THIS CONTRACT. IF I CANCEL SERVICE OR OTHERWISE TERMINATE THIS CONTRACT DURING ITS INITIAL TERM, OR IF ADT CANCELS THIS CONTRACT DURING ITS INITIAL TERM FOR A REASON SET FORTH IN PARAGRAPH 20 (B) BELOW, I WILL PAY ADT 75% OF THE TOTAL REMAINING MONTHLY CHARGES AS AN ALTERNATIVE TO ME HAVING TO PAY THE FULL REMAINING CHARGES. THIS AMOUNT IS A CONTRACT TERMINATION CHARGE AND IS NOT A PENALTY THE AMOUNT IS PAYABLE IMMEDIATELY IN FULL NO CONTRACT TERMINATION CHARGES ARE DUE IF I TERMINATE. OR IF ADT CANCELS NOT A PENALTY. THE AMOUNT IS PAYABLE IMMEDIATELY IN FULL, NO CONTRACT TERMINATION CHARGES ARE DUE IF I TERMINATE, OR IF ADT CANCELS, DURING THE THIRTY (30)-DAY RENEWAL PERIOD(S).
- 3. INCREASES IN CHARGES. ADT has the right to increase the annual service charge at any time after the first year. If I object in writing to the increase within thirty (30) days of receiving notice of the increase, and if ADT does not waive the increase, then I may terminate this Contract effective thirty (30) days after ADT's receipt of my written notice of termination. In this situation, I will not have to pay the contract termination charges described in Paragraph 2 above.
- 4. ADDITIONAL CHARGES AND OFFSET RIGHTS. I agree to pay all construction/alarm use permit fees; all directly or indirectly imposed false alarm fines, fees or charges; all telephone or signal transmission company charges; and all other assessments, fees and charges related to the alarm system. I agree to pay a service charge if an ADT representative responds to a service call or alarm at my premises because I improperly followed operating instructions; to pay a service charge if an ADT representative responds to a service call or alarm at my premises because I improperly followed operating instructions; failed to properly lock or close a window, door or other protected point; or improperly adjusted CCTV cameras, monitors or accessories. If ADT owes me money when this Contract ends, ADT has the right to deduct from any refund owed me (A) service charges for thirty (30) days, if I fail to give the required written termination notice set forth in Paragraph 1 above; (B) any contract termination charges that I may owe as set forth in Paragraph 2 above; and (C) any other additional charges, amounts or deposits that I owe ADT. If the amount of the deduction equals or exceeds the amount that ADT owes me or if ADT owes me a credit of five dollars (\$5.00) or less, ADT will not be obligated to refund any amounts to me.
- 5. LIMITATION OF LIABILITY.
- A. INSURANCE; WAIVER OF SUBROGATION. I AGREE THAT ADT IS NOT AN INSURER AND THAT ADT IS NOT PROVIDING ME WITH INSURANCE OF ANY TYPE. THE AMOUNTS I PAY ADT ARE NOT INSURANCE PREMIUMS AND ARE NOT RELATED TO THE VALUE OF MY PROPERTY, ANYONE ELSE'S PROPERTY LOCATED IN MY PREMISES OR ANY RISK OF LOSS AT MY PREMISES. INSTEAD, THE AMOUNTS ADT CHARGES ME ARE BASED SOLELY UPON THE VALUE OF THE EQUIPMENT AND SERVICES ADT PROVIDES AND UPON THE LIMITED LIABILITY ADT ASSUMES UNDER THIS CONTRACT. IF I WANT INSURANCE TO PROTECT AGAINST ANY RISK OF LOSS AT MY PREMISES, I WILL PURCHASE IT. IN THE EVENT OF ANY LOSS, DAMAGE OR INJURY, I WILL LOOK EXCLUSIVELY PROTECT AGAINST ANY RISK OF LOSS AT MY PREMISES, I WILL PURCHASE IT. IN THE EVENT OF ANY LOSS, DAMAGE OR INJURY, I WILL LOOK EXCLUSIVELY AND OTHER RIGHTS TO RECOVER AGAINST ADT ARISING AS A RESULT OF THE PAYMENT OF ANY CLAIM FOR LOSS, DAMAGE OR INJURY.
- NO GUARANTEE; NO LIABILITY, ADT'S EQUIPMENT AND SERVICES DO NOT CAUSE AND CANNOT ELIMINATE OCCURRENCES OF THE EVENTS THEY ARE B. NO GUARANTEE; NO LIABILITY. ADT'S EQUIPMENT AND SERVICES DO NOT CAUSE AND CANNOT ELIMINATE OCCURRENCES OF THE EVENTS THEY ARE INTENDED TO DETECT OR AVERT, INCLUDING, BUT NOT LIMITED TO, FIRES, FLOODS, BURGLARIES, ROBBERIES AND MEDICAL PROBLEMS. OTHER THAN THE LIMITED WARRANTY AND/OR QUALITY SERVICE PLAN SET FORTH IN PARAGRAPHS 10 AND 11 BELOW, ADT MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE EQUIPMENT AND SERVICES PROVIDED WILL DETECT OR AVERT SUCH INCIDENTS OR THEIR CONSEQUENCES. ADT DOES NOT UNDERTAKE ANY RISK THAT I OR MY PROPERTY, OR THE PERSON OR PROPERTY OF OTHERS, MAY BE SUBJECT TO INJURY OR LOSS IF SUCH AN EVENT OCCURS. THE ALLOCATION OF SUCH RISK REMAINS WITH ME, NOT ADT. I RELEASE, WAIVE, DISCHARGE AND PROMISE NOT TO SUE OR BRING ANY CLAIM OF ANY TYPE AGAINST ADT FOR LOSS, DAMAGE OR INJURY RELATING IN ANY WAY TO THE FOLLIPMENT OR SERVICES PROVIDED BY ADT. IN ANY WAY TO THE EQUIPMENT OR SERVICES PROVIDED BY ADT.
- IN ANY WAY TO THE EQUIPMENT OK SERVICES PROVIDED BY ADT.

 C. EXCLUSIVE REMEDY. IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO DETERMINE THE ACTUAL DAMAGES, IF ANY, THAT MAY RESULT FROM A FAILURE BY ADT TO PERFORM ANY OF ITS OBLIGATIONS. UNDER NO CIRCUMSTANCES WILL I ATTEMPT TO HOLD ADT LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY. IF, NOTWITHSTANDING THE PROVISIONS OF THIS PARAGRAPH 5, ADT IS FOUND LIABLE FOR LOSS, DAMAGE OR INJURY UNDER ANY LEGAL THEORY RELATING IN ANY WAY TO THE SERVICES AND/OR EQUIPMENT PROVIDED BY ADT, ADT'S LIABILITY TO ME SHALL BE LIMITED TO A SUM EQUAL TO 10% OF THE ANNUAL SERVICE CHARGE OR \$500, WHICHEVER IS GREATER. THIS AGREED-UPON AMOUNT IS NOT A PENALTY. RATHER, IT IS MY SOLE REMEDY. UPON MY REQUEST, ADT MAY AGREE TO ASSUME LIABILITY BEYOND WHAT IS PROVIDED FOR IN THIS PARAGRAPH 5 BY ATTACHING AN AMENDMENT TO THIS CONTRACT SETTING FORTH THE EXTENT OF ADT'S LIABILITY AND THE ADDITIONAL CHARGES TO ME.
- D. APPLICATION. THE PROVISIONS OF THIS PARAGRAPH 5 APPLY NO MATTER HOW THE LOSS, DAMAGE, INJURY OR OTHER CONSEQUENCE OCCURS, EVEN IF DUE TO THE PERFORMANCE OR NONPERFORMANCE BY ADT OF ITS OBLIGATIONS UNDER THIS CONTRACT OR FROM NEGLIGENCE (ACTIVE OR OTHERWISE), STRICT LIABILITY, VIOLATION OF ANY APPLICABLE CONSUMER PROTECTION LAW OR ANY OTHER THEORY OF LIABILITY OR ALLEGED FAULT ON THE PART OF ADT, ITS AGENTS OR ITS EMPLOYEES.
- E. INDEMNITY. IF ANY OTHER PERSON, INCLUDING MY SUBROGATING INSURER, MAKES ANY CLAIM OR FILES ANY LAWSUIT AGAINST ADT IN ANY WAY RELATED TO (1) THE EQUIPMENT OR SERVICES PROVIDED BY ADT TO ME OR (2) ANY INACCURACIES IN ANY PERSONAL INFORMATION, INCLUDING ANY CONTACT INFORMATION, PROVIDED BY ME TO ADT IN ORDER FOR ADT OR ITS REPRESENTATIVES TO COMMUNICATE WITH ME FOR ANY REASON, INCLUDING TELEPHONE CALLS, TEXT MESSAGES OR EMAILS REGARDING MY ADT SERVICES OR NEW ADT OR THIRD-PARTY PRODUCTS AND SERVICES, I AGREE TO INDEMNIFY, DEFEND AND HOLD ADT HARMLESS FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS, INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEYS' FEES. MY DUTY TO DEFEND IS SEPARATE AND DISTINCT FROM MY DUTY TO INDEMNIFY AND HOLD HARMLESS AND ARISES UPON THE ASSERTION OF A CLAIM OR DEMAND AGAINST ADT AND REGARDLESS WHETHER ADT HAS BEEN FOUND LIABLE OR WHETHER ADT HAS INCURRED ANY EXPENSE. WHETHER ADT HAS INCURRED ANY EXPENSE.
- TIME TO BRING CLAIM OR SUIT. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST ADT AFTER THE SHORTER OF (1) ONE YEAR AFTER THE DATE OF LOSS OR (2) THE TIME ALLOWED BY LAW.
- G. BENEFIT TO OTHERS. THE PROVISIONS OF THIS PARAGRAPH 5 SHALL APPLY TO AND BENEFIT ADT AND ITS AGENTS, EMPLOYEES, CONTRACTORS, SUBSIDIARIES, DEALERS, AFFILIATES, PARENTS (BOTH DIRECT AND INDIRECT), AFFINITY MARKETERS AND OTHER PARTNERS.
- 6. OTHER PARTY'S LIMITATION. If I purchased equipment or services from ADT through another business or person, or from ADT through a referral from another business or person, I agree that such other business or person acts solely as an independent contractor and has no responsibility or liability to me for the performance or nonperformance of the equipment or services provided by ADT. I also agree that any such business or person is entitled to the same rights as ADT under this Contract, including Paragraph 5.
- the same rights as ADT under this Contract, including Paragraph 5.

 7. ARBITRATION. ADT AND I AGREE THAT ANY AND ALL DISPUTES BETWEEN US SHALL BE GOVERNED BY THIS BINDING ARBITRATION AGREEMENT. Arbitration is a dispute-resolution process that does not involve a judge or jury. Instead, Disputes are decided by a neutral third-party arbitrator in a process formal than court. As used herein, the term "Dispute" means any claim or controversy, including, but not limited to, initial claims, counterclaims, cross-claims and third-party claims, whether based in contract; tort; fraud, intentional acts; violation of any statute, code or regulation; or other legal tensor. The term "Dispute" shall be given the broadest possible meaning and will apply to, without limitation, all claims and controversies arising from this Agreement; sales activities; goods and services; advertisements, promotions and other statements, billing and collection practices, privacy; and any other dispute arising from my interaction or relationship with ADT. ADT agrees not to elect arbitration if I file a Dispute in a small claims court in my state of dispute arising from my interaction or relationship with ADT. ADT agrees not to elect arbitration if I file a Dispute in a small claims court. Pre-Arbitration Notice of Dispute arising from my interaction or a small claims matter, ADT and I agree to first provide to the other a written "Notice of Dispute Requirement. Before initiating an arbitration or a small claims matter, ADT and I agree to first provide to the other a written "Notice of Dispute" to Manual Claims action. I find a provide to ADT should be sent to: Litigation Department, ADT Security Services, 1501 Yamato Dr., Boca Raton, FL 33431. ADT will mail a Notice of Dispute to ADT should be sent to: Litigation Department, ADT Security Services, 1501 Yamato Dr., Boca Raton, FL 33431. ADT will mail a Notice of Dispute to my protected Premises address. ADT and I agree to make attempts to resolute the Dispute and interactions or small claims action ARBITRATION. ADT AND I AGREE THAT ANY AND ALL DISPUTES BETWEEN US SHALL BE GOVERNED BY THIS BINDING ARBITRATION AGREEMENT.

Important Terms and Conditions (continued)

arbitrator at a location within the federal judicial district in which I reside. Upon my request, ADT will reimburse me for all filing and administrative fees required for initiating the arbitration. Otherwise, each party is responsible for its own respective costs and fees, including, but not limited to, attorney and expert fees. The arbitrator shall apply applicable substantive law and, upon the request of either party, issue a written explanation of the basis for the decision. Judgment on the arbitration award may be entered in any court having proper jurisdiction. EXCEPT AS FOLLOWS, THE ARBITRATOR'S party may appeal the arbitrator's initial award to a three-arbitrator panel administered by the same arbitration.



for the decision. Judgment on the arbitration award may be entered in any court having proper jurisdiction. EXCEPT AS FOLLOWS, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. A party may appeal the arbitrator's initial award to a three-arbitrator panel administered by the same arbitration organization upon written notice within 30 days of the initial award. The arbitration organization will notify the other party of the appeal. The panel shall consider any aspect of the initial award objected to by the appealing party and issue a decision within 120 days of the date of the notice of appeal. The majority decision by the three-member panel shall be final and binding. Any dispute regarding the applicability, enforcement or interpretation of Paragraph 5 or this Paragraph 7 shall be resolved by a court having proper jurisdiction. This Arbitration Agreement will not prevent me from bringing a Dispute to the attention of any federal, state or local government agency. This Arbitration Agreement shall survive termination of this Agreement.

- 8. OWNERSHIP. All equipment installed by ADT pursuant to this Contract shall be owned by ADT unless ADT has agreed to give me ownership of the equipment in a separate written agreement. If there is existing, previously-installed equipment and it is my property, it shall remain my property. If any equipment is owned by ADT, ADT has the right upon termination of this Contract to remove, disable or abandon all or any of the equipment owned by ADT. If any equipment is disabled or removed by ADT, I understand that I will not be able to use the equipment for any purpose. I will provide ADT access to ADT-owned equipment for removal, and ADT will have no obligation to repair or redecorate my premises after any such removal. All ADT yard signs and window stickers provided to me at any time will remain the property of ADT and may be removed by ADT.
- 9. INSTALLATION. The equipment that ADT installs under this Contract may be new or refurbished. In order for ADT to install and service the equipment listed on this Contract, I agree that: (A) I own the premises or have authority to authorize ADT to install the alarm equipment at the premises; (B) I will make the premises available without interruption during ADT's normal working hours and will maintain the premises in a safe and sanitary condition suitable for work to be performed by ADT's representatives without jeopardizing their health or safety; (C) the installation will require drilling into various walls and other parts of the premises; (D) I will provide ADT with 110 AC electrical outlets for power equipment in locations designated by ADT; (E) I will pay for and provide compatible Internet connectivity, if applicable; (F) I will make arrangements for lifting and replacing carpeting, if required, for ADT's installation of floor mats or wiring; (G) ADT may not be able to conceal any or all equipment or wiring; (H) ADT will not be liable for property damage, personal injury, illness or other loss due to water intrusion, mold, fungl, wet or dry rot or bacteria that may result from the installation services; and (I) my premises complies with all applicable codes, regulations and laws and will continue to comply with all applicable codes, regulations and laws and will continue to comply with all applicable codes, regulations and laws during the Initial term and any renewal terms of this Contract. If applicable, ADT will attempt to connect the existing, previously-installed alarm system device(s) or connection. ADT is monitoring center. Prior to connection, ADT has the right to inspect my system and my premises to determine eligibility for Extended Limited Warranty/QSP coverage and may notify me of any required repair/replacement costs related to the existing alarm system, device(s) or connection. If I decline to pay such repair/replacement costs, ADT is not obligated to connect to the existing alarm system an 9. INSTALLATION. The equipment that ADT installs under this Contract may be new or refurbished. In order for ADT to install and service the equipment by ADT, subject to available parts, except for repairs/replacements covered by Extended Limited Warranty/QSP coverage if such coverage is provided under this Contract.
- 10. LIMITED WARRANTY. During the first 90 days after installation, ADT will repair or, at its option, replace any defective part of the alarm system, including wiring, and will make required mechanical adjustments, all at no charge to me. ADT will use new or functionally operative parts for replacements. This limited warranty is for my benefit only and may not be enforced by any other person. This limited warranty gives me specific legal rights. The laws of the state where this Contract was signed may also give me additional rights. To order service, call 800.ADT.ASAP (800.238.2727).
- 11. EXTENDED LIMITED WARRANTY/QUALITY SERVICE PLAN (QSP). If I purchase ADT's Extended Limited Warranty, which is called the Quality Service Plan 11. EXTENDED LIMITED WARRANTY/QUALITY SERVICE PLAN (QSP). If I purchase ADT's Extended Limited Warranty, which is called the Quality Service Plan or QSP, ADT will repair or, at its option, replace any part of the alarm system installed by ADT that requires repair or replacement due to ordinary wear and tear or malfunction, excluding batteries. ADT will use new or functionally operative parts for replacements. If I require services excluded from the QSP (see Paragraph 12 below for exclusions), then ADT will provide the services at its current labor rate for each service call. The QSP and the billing for it will commence on the date the alarm system is installed, operational and communicating with ADT's CMC and will continue for the term of this Contract. The QSP will automatically renew for successive thirty (30)-day terms at ADT's then-current QSP rate unless terminated by either party's written notice at least thirty (30) days before the end of the then-current term. If I purchase the QSP after the initial system installation, the alarm system must be in good working condition at the time I purchase the QSP. To purchase the QSP, call 800.238.7085.
- 12. WARRANTY EXCLUSIONS. ADT performs warranty services only during normal working hours. If I request ADT to perform warranty services outside normal working hours, I will pay for the services at ADT's then-current rates for labor and parts. The limited warranty provided under this Contract and, if purchased, the QSP do not apply if ADT determines upon inspection that any of the following conditions caused the need for ADT service: (A) damage if purchased, the QSP do not apply if ADT determines upon inspection that any of the following conditions caused the need for ADT service: (A) damage resulting from accidents, theft, Acts of God, natural disasters, labor disputes, war, terrorism, civil strife, electrical surge, alterations or misuse; (B) I fail to properly close or secure a door, window or other point protected by an alarm device; (C) I fail to properly follow the operating instructions; (D) trouble in a telephone line, use of non-traditional telephone line or service (including but not limited to DSL, ADSL, VolP, digital phone, internet-based phone, cellular, radio, etc.) or due to interruption of power; (E) loss or disruption of Internet connectivity; (F) repairs needed to window foil, security screens, exterior mounted devices (except for outdoor cameras installed by ADT) or PROM (Programmable Read Only Memory); (G) ordinary maintenance or wear and tear (not excluded from QSP); (H) alterations to my premises or failure of my premises to comply with any applicable codes, regulations or laws; or (I) alterations or damage to the alarm system caused by me or by a cause beyond ADT's control. The limited warranty provided under this Contract and, if purchased, the QSP do not apply to household systems or devices connected to my alarm system for automation, alert or similar purposes, including but not limited to, thermostats, heating/air conditioning systems, lighting systems, doors, locks, garage doors, fans, blinds, shutters or appliances. ADT will not perform warranty services on any device not installed by ADT. Battery replacement is excluded from all warranties.

 13. NO OTHER WARRANTIES. OTHER THAN THE LIMITED WARRANTY PROVIDED UNDER THIS CONTRACT AND, IF PURCHASED, THE QSP, I AGREE THAT ADT MAKES NO GUARANTEE OR WARRANTY OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR
- 13. NO OTHER WARRANTIES. OTHER THAN THE LIMITED WARRANTY PROVIDED UNDER THIS CONTRACT AND, IF PURCHASED, THE QSP, I AGREE THAT ADT MAKES NO GUARANTEE OR WARRANTY OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES ADT PERFORMS OR THE EQUIPMENT IT PROVIDES. MY EXCLUSIVE WARRANTY REMEDY IS SET FORTH IN PARAGRAPHS 10 AND 11 ABOVE. SOME STATES MAY NOT ALLOW THE PARTIES TO A CONTRACT TO LIMIT THE LENGTH OF AN IMPLIED WARRANTY. THE LAWS OF THE STATE WHERE THIS CONTRACT WAS SIGNED WILL DETERMINE WHETHER THESE LIMITATIONS AND EXCLUSIONS APPLY.
- LAWS OF THE STATE WHERE THIS CONTRACT WAS SIGNED WILL DETERMINE WHETHER THESE LIMITATIONS AND EXCLUSIONS APPLY.

 14. ALARM MONITORING AND NOTIFICATION SERVICE. If I purchase service that includes response by police, fire department, guard, medical emergency notification or two-way voice monitoring services and such an alarm is received at ADT'S CMC, ADT may, at its sole discretion, attempt to contact me and/or anyone on my Emergency Contact List to confirm that the alarm is not false. If ADT does not contact me and/or someone on my Emergency Contact List, or if ADT questions the response it receives upon such contact, then (A) ADT will attempt to notify the appropriate police department or fire department or, (B) if guard response service is provided and an alarm requires police response, ADT will attempt to notify the appropriate police department of the exterior of the premises from his or her vehicle and, upon evidence of a crime, ADT will attempt to notify the appropriate police department. If ADT provides supervisory alarm or trouble alarm monitoring services (or if such services are actively programmed into the alarm system) and ADT's CMC receives an alarm, then ADT may attempt to notify my premises and/or the representative I designate. ADT may use an automated calling device to deliver such notification. If medical emergency notification services are provided, I agree that the very nature of such services, regardless of any delay, involves uncertainty, risk and possible serious injury, disability or death, for which I will not attempt to hold ADT responsible or liable; that the equipment furnished for medical emergency notification services is not foolproof and may experience signal transmission failures or delays for any number of reasons; and that the actual time required for medical emergency providers to arrive at my premises and/or to transport any person requiring medical attention is unpredictable with many contributing factors, including telephone network operation, distance, weather, road and t 14. ALARM MONITORING AND NOTIFICATION SERVICE. If I purchase service that includes response by police, fire department, guard, medical emergency
- 15. FAMILIARIZATION PERIOD, UNLESS I HAVE REJECTED THE FAMILIARIZATION PERIOD BY INITIALING THE APPROPRIATE LINE ON THE FIRST PAGE OF THIS CONTRACT (EXCEPT WHERE FAMILIARIZATION IS REQUIRED BY LAW), I AGREE THAT, DURING A SEVEN (7)-DAY FAMILIARIZATION PERIOD, OR LONGER PERIOD IF REQUIRED BY LAW, THAT FOLLOWS COMPLETION OF THE INSTALLATION AND THE COMMUNICATIONS CONNECTION TO ADT'S CMC (AND DURING ANY APPLICABLE EXTENSIONS), ADT HAS NO OBLIGATION TO, AND WILL NOT, RESPOND TO ANY ALARM SIGNAL FROM MY PREMISES. I ALSO AGREE THAT DURING SUCH PERIOD ADT HAS NO OBLIGATION TO, AND WILL NOT, NOTIFY ANY AUTHORITIES, ME OR MY DESIGNATED REPRESENTATIVE OR TAKE ANY OTHER ACTION WITH REGARD TO ANY ALARM SIGNAL ADT RECEIVES, EVEN IF DUE TO AN ACTUAL EMERGENCY.
- 16. FAILURE TO PAY CHARGES OR HONOR CONTRACT. If I fail to make any payment when due or to honor any other term or condition of this Contract, ADT may terminate this Contract and/or stop providing the alarm monitoring and notification services and repossess or disable the equipment without notice. ADT has no liability if it stops providing the alarm monitoring and notification services and repossesses or disables the equipment. If ADT terminates this

Important Terms and Conditions (continued)

Contract due to my failure to honor any term of this Contract and ADT has incurred costs before payment in full is received for all Installation Charges, ADT may deduct its costs from any deposit I provide to ADT, in addition to any other legal remedy available. ADT is not required to redecorate or repair my premises as a result of repossessing or disabling the equipment. In addition to these remedies, ADT does not waive, and retains the right to exercise, any other legal remedy, including the right to charge me a late fee for each month that a payment is not received and/or interest on the unpaid amount and the right to come or most one or most contract and approach.



the right to report me to one or more consumer reporting agencies if I become delinquent on my account (more than 90 days without a payment).

17. SMOKE AND CARBON MONOXIDE DETECTORS. IF THE ALARM SYSTEM INCLUDES SMOKE AND/OR CARBON MONOXIDE DETECTORS, I AGREE THAT: (A) 17. SMOKE AND CARBON MONOXIDE DETECTORS. IF THE ALARM SYSTEM INCLUDES SMOKE AND/OR CARBON MONOXIDE DETECTORS, I AGREE THAT: (A) THE NUMBER AND PLACEMENT OF SUCH DETECTORS MAY NOT FULFILL THE REQUIREMENTS OR RECOMMENDATIONS IN CODES, LAWS OR STANDARDS THAT APPLY IN MY JURISDICTION, INCLUDING THE CODE PROVISIONS OF THE NATIONAL FIRE PROTECTION ASSOCIATION AND THE INTERNATIONAL RESIDENTIAL CODE; (B) I HAVE SOLE RESPONSIBILITY FOR COMPLYING WITH ANY AND ALL CODES, LAWS AND STANDARDS THAT MAY APPLY TO THE INSTALLATION, PLACEMENT AND MAINTENANCE OF THE ALARM SYSTEM; AND (C) ANY SMOKE AND/OR CARBON MONOXIDE DETECTORS DESCRIBED IN THIS CONTRACT ARE SUPPLEMENTAL DEVICES ONLY AND ARE NOT INTENDED TO BE PART OF A PRIMARY FIRE ALARM OR CARBON MONOXIDE DETECTION SYSTEM. I understand that ADT's electrical smoke and carbon monoxide detectors, if installed in my premises, are designed to be connected to an electrical power source. THESE DETECTORS WILL NOT OPERATE, THE ALARM WILL NOT SOUND AND THE ALARM SIGNAL WILL NOT BE TRANSMITTED WHEN: THE ELECTRICITY IS CUT OFF; THE BACK-UP BATTERY, IF INCLUDED AS PART OF THE SYSTEM, IS LOW OR DEAD; OR FIRE CUTS OFF THE ELECTRICITY BEFORE THE ALARM IS ACTIVATED, SOUNDS AND IS TRANSMITTED. Connecting these detectors to a separate dedicated electrical circuit may increase their reliability, but even dedicated circuits can fail. I understand that these detectors all have limited useful lives, after which time they will not function. It is my sole responsibility to monitor and replace all detectors before or at the end of their useful lives. responsibility to monitor and replace all detectors before or at the end of their useful lives.

18. BATTERY-POWERED DEVICES. I understand that all battery-powered motion detectors, smoke detectors, door and window contact transmitters and other detection sensors installed under this Contract are not connected to the electrical system of my premises and require batteries to operate. THESE BATTERY-POWERED DETECTION SENSORS WILL NOT OPERATE, AND THE ALARM WILL NOT SOUND, IF THE BATTERIES ARE LOW OR DEAD. It is my sole responsibility to maintain and replace these batteries. ADT recommends that I regularly inspect the sensors for dirt and dust buildup and test the sensors weekly to help maintain continued operation. ADT also recommends that I carefully read and follow the owner's manual, instructions and warnings for all equipment.

maintain continued operation. ADT also recommends that I carefully read and follow the owner's manual, instructions and warnings for all equipment.

19. ALARM SYSTEM COMMUNICATION. I authorize ADT to request service from a telephone, wireless or other communication carrier under this Contract (referred to as "Telephone Company") to transmit signals between my alarm system and ADT's CMC. The Telephone Company's liability is limited to the same extent as ADT's liability in Paragraph 5 of this Contract. ADT will not receive alarm signals when the communication mode is not operating or has been cut, interfered with or is otherwise damaged, or if the alarm system is unable to acquire, transmit or maintain an alarm signal over my communication mode for any reason. If ADT determines in its sole discretion that my communication mode is or later becomes non-compatible, or if I change to another communication mode that is not compatible, then ADT requires that I use an alternate mode of communication acceptable to ADT as the method to connect the alarm system to ADT's CMC. Transmission of fire alarm signals by means other than a traditional telephone line may not be in compliance with applicable fire alarm or other standards or codes, and it is solely my obligation to comply with such standards and codes. If the alarm system has a line-cut feature, it may not always be able to detect if my communication line is cut or interrupted. ADT recommends that I test the alarm system monthly, even though a successful test of the alarm system does not guarantee that ADT will receive alarm signals from the system in the future. If my service includes ADT Pulse* Interactive Solutions and/or automation features, ADT may directly or through third party service providers, transmit, record, store, provide and receive unencrypted data, images, and e-mails and text messages via the Internet in the course providing those interactive services. I will not be able to utilize those automation functions or receive e-mail or text alerts if my Int does not warrant or guarantee the integrity, accuracy, confidentiality or security of any such transmission or from any unauthorized or unexpected use, disclosure, corruption, interception or other improper act.

20. CANCELLATION.

A. ADT may, at any time, cancel this Contract at its option if: (1) ADT's CMC is destroyed or damaged so that it is impractical for ADT to continue service; A. ADT may, at any time, cancel this Contract at its option if: (1) ADT's CMC is destroyed or damaged so that it is impractical for ADT to continue service; (2) ADT cannot acquire or retain the transmission connections or authorization to transmit signals between my premises and its CMC or the applicable fire or police department or other agency; (3) I fail to follow ADT's recommendations to repair or replace any defective parts of the system not covered under the Limited Warranty or, if purchased, QSP; (4) I fail to follow ADT's operating instructions for the alarm system; or (5) ADT determines that it is impractical to continue service due to the modification or alteration of my premises after installation. If ADT cancels for any of the reasons stated immediately above, ADT will refund any advance payments made for services to be supplied after the date of such termination, less any amounts still due for the installation of the equipment, for services already rendered and for any other charges due. Additionally, ADT will not assess contract termination charges, if any, as described in Paragraph 2 above.

B. ADT may rancel this Contract typon written notice to me if: (1) Unfail to pay any monits when the under this Contract.

B. ADT may cancel this Contract upon written notice to me if: (1) I fail to pay any monies when due under this Contract, (2) I change to a telephone/ communications service not suitable for alarm signal transmission or (3) I fail to comply with any other term or condition of this Contract. Upon receipt of written notice from ADT, I will have ten (10) days to correct the deficiency. If I do not correct the deficiency in a timely manner, and ADT does cancel this Contract, ADT may assess contract termination charges, if any, as described in Paragraph 2 above.

21. ASSIGNMENT. I may not assign this Contract without prior written consent from ADT. ADT does have the right to assign this Contract or to subcontract any of its obligations under this Contract without my approval and without notice to me.

22. DELAYS. ADT HAS NO RESPONSIBILITY OR LIABILITY TO ME OR ANY OTHER PERSON FOR DELAYS IN THE INSTALLATION OR REPAIR OF THE SYSTEM, REGARDLESS OF THE REASON. ADT HAS NO RESPONSIBILITY OR LIABILITY FOR INTERRUPTIONS OF SERVICE OR ANY RESULTING CONSEQUENCES, WHETHER DUE TO STRIKE, RIOT, FLOOD, FIRE, TERRORISM, ACT OF GOD OR ANY OTHER CAUSE WITHIN OR BEYOND ADT'S CONTROL. IF THERE ARE SERVICE INTERRUPTIONS, ADT HAS NO OBLIGATION TO SUPPLY ME WITH SUBSTITUTE SERVICES.

23. PERSONAL INFORMATION. I consent to ADT's use of my personal information and that of third parties provided by me for the purpose of monitoring, setting up and administering my ADT Services (including credit approval, invoicing and collecting) and providing information on new equipment or services. I have obtained the consent of the third parties, whose personal information I provided to ADT, to use such personal information for the administration of I have obtained the Consent of the third parties, whose personal information I provided to ADT, to use such personal information for the administration of my account with ADT. ADT may collect (including my consent to record my telephone conversations with ADT's representatives), use, disclose and transfer my personal information, and that of third parties provided by me, to ADT's parents, affiliates, subsidiaries and successor corporations, any subcontractor or assignee of this Contract or any applicable authority having jurisdiction that requests such information to administer alarm monitoring services or alarm system license, permit or similar programs.

24. PRIVACY POLICY. ADT maintains a privacy policy at www.ADT.com/privacy that is applicable to the terms, conditions and obligations of the parties to this Contract.

25. All software is proprietary to ADT and/or ADT's suppliers and is licensed or sublicensed to me on a non-exclusive basis. I will not (a) disclose the software 25. All software is proprietary to ADT and/or ADT's suppliers and is licensed or suplicensed to me on a non-exclusive basis. I will not (a) disclose the software or any source code for the software to any third parties, (b) duplicate, reproduce, reverse engineer, modify, create derivative works from or copy all or any part of the software, or (c) use the software on equipment other than the equipment covered by this Contract. ADT is not responsible or liable for any damages to or changes in the performance of my computer following installation of any software or provision of services under this Contract. I agree to receive any software updates and upgrades that ADT or its contractors send or remotely download.

26. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the parties. I am not relying on ADT's advice or advertisements, ADT is not bound by any representation, promise, condition, inducement or warranty, express or implied, that is not included in writing in this contract. The terms and conditions of this contract apply as written without alteration or qualification, unless a change is approved in writing by an ADT authorized representative. The terms and conditions of this Contract shall control and govern even if there are other documents with inconsistent or additional terms and conditions. If a court determines that any provision of this Contract is invalid or unenforceable, that provision shall be deemed amended and enforced to the maximum extent permitted by law. Each and every other provision of this Contract shall continue to be valid and enforceable.

to the maximum extent permitted by law. Each and every other provision of this Contract shall continue to be valid and enforceable.

27. LICENSE INFORMATION: AL Complaints against licensees may be directed to the Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388; AK 37950, 5520 Lake Otis Pkwy., Anchorage, AK 99507; AR E12-041, Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plaza Dr., Little Rock, AR 72209, (501) 618-8600; AZ ROC 279591; CA ACO7155, alarm company operators are licensed and regulated by the Bureau of Sacurity & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814, 974443, PPO17232; CT ELC.0106069-L5; DC ECS902743; FL EF0001121; GA LVA205265, -205326, -205572, -205679, -205939, -205944, -205519 LVU405673, -004349, -406440; HI CT-32297; ID ELE-SC-2643; IL 124001792; LA F1639, F1640, F1643, F1654; MA 172C; MI 3601206258, 5103208 - 6060 Torrey Rd., Ste. D, Flint, MI 48507; MNTS650251; NC Alarm Systems Licensing Board, 4901 Gienwood Avenue, Suite 200, Raleigh, NC 27612 (919) 788-5320; 7535P2, 7561P2, 7562P10, 7563P7, 7565P1, 7566P9, 7564P4; NM 374838; NV 0077105; NJ Electrical Contractor Lic. #'s 34FA00140500, 34BA00179000 - 200 East Park, Ste. 200, Mt. Laurel, NJ 08054; NY 12000305615, Licensed by NYS Dept. of State; OH 50-18-0018, 50-25-0023, 50-29-0003, 50-31-0014, 50-48-0008, 50-50-0005, 50-76-0006, 50-89-0016, 53-89-1726; OK 1995; OR 196560; PA Pennsylvania Home Improvement Contractor Registration Number: PA090797; RI 35683; TN ACC-1688, -1690, -1691, -1692, -1693, -1694, -1695, -1696; TX B17944 -1817 W. Braker Ln. Ste. 400, Austin 78758 -Texas Private Security Bureau, 5805 N. Lamar Blvd., Austin 78752; UT 8289653; VA 11-7348, 11-7351, 11-7354, 11-7598, 11-7900, 11-8205, 11-8353, 11-8447 2705147728 Class B Contractor Classification ESC; WA ADTLLL881D0, 11824 N Creek Pkwy #105, Bothell, WA 98011; WI 1210943; WV 049758.

MS 15019511

28. STATE OF VIRGINIA RESIDENTS ONLY. If I completed a sales appointment with an ADT Representative in my home, I acknowledge receiving and reading the Virginia Department of Professional and Occupational Regulation (DPOR) Statement of Consumer Protections available from the Virginia DPOR. The Virginia Board of Contractors maintains the Virginia Contractor Transaction Recovery Fund, which provides relief to eligible consumers who have incurred losses through the improper or dishonest conduct of a licensed residential contractor. A copy of the Statement of Consumer Protections and details concerning the Contractor Transaction Recovery Fund can be obtained by contacting the Virginia Department of Professional and Occupational Regulation, 9960 Mayland Drive, Suite 400, Richmond, VA, 23233-1485.

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Section 1. Customer Info						
ADT LLC	Customer Name					
dba ADT Security Services ("ADT") Office Address	("Customer" or "I" or "me" or "my") (Hillcrest) NickMathews					
800.ADT.ASAP [™]						
(800.238.2727)	Address 201 Cold Harbor DI					
	City Frankfort		Sta	ite <u>KY</u>	ZIP <u>40601</u>	
	Tax Exempt No.		Tax E	xpire Date		
	Protected Premises'Telephone (859) 353-96-	<u>44</u>				
		—ps				
IF FAMILIARIZATION PERIOD	IS REJECTED INITIAL HERE	(see Paragraph 15 of the	ne Terms	and Condit	tions for explanation)	
EMAIL nicholas.matthews@kys		(350 T dragraph To Gra	10 1011115	una conan	nono for explanation,	
		and undates about the accur	it a a atam	and naw	ADT and third north	
Communications Authorization: I authorization and services to the contact 888.DNC4ADT (888.362.4238). Initial h	information provided by me. I may ur	nrand updates about the securi isubscribe or opt out by emailir	ng donote	contact@ad	ADT and third-party	
If I have provided or do provide ADT or phone number, or any number that I su number(s). I also agree to receive call the number(s) provided.	osequently provide for billing and other	non-solicitation purposes, I agre	e that AD	T may conf	tact me at this/these	
EQUIPMENT TO REMAIN THE PROP has agreed to give me ownership of the disable any or all of the equipment own Terms and Conditions for more information	e equipment in a separate written agre- ned by ADT, in which case I will not b	ement. ADT has the right upon t	erminatio	n of this Co	ontract to remove or	
I acknowledge and agree to each of understand and agree to each and Conditions. (B) The initial term of potential security needs. ADT has ea and services over those identified in	every term of this Contract, inclu this Contract is three (3) years . (plained to me the full range of equi this Contract are available and may	iding but not limited to Parag (C) ADT is not a security con pment and services that ADT or be purchased from ADT at an	graphs 5 sultant a can prov addition	, 7 and 19 and cannot ide me. Ad al cost to	of the Terms and address all of my Iditional equipment me. I have selected	
and purchased only the equipment a prevention of loss or injury. Fires, fl be detected or prevented by an alarr personnel is outside the control of A recommends that I manually test the in to www.MyADT.com. (F) this Conservices, and if approval is denied, and refund any amounts I paid in ad	nd services identified in this Contractods, burglaries, robberies, medical in system. Human error is always po DT. ADT may not receive alarm signa alarm system monthly and any time tract requires final approval by an Ahen this Contract will be terminated	ct. (D) No alarm system can pro I problems and other incidents ssible, and the response time als if communications or power I change telephone service, b ADT authorized manager befor	ovide com are unp of police r is interr by calling e ADT m	nplete proto redictable e, fire and i upted for a 800.ADT./ ay provide	ection or guarantee and cannot always medical emergency any reason. (E) ADT ASAP or by logging any equipment or	
ADT Representative						
Benjamin Drewry	Rej	p. License No. (If Required)	Rep. ID No.	<u>156145</u>		
Customer's Approval: Original Signatur	e Required (Must match Customer Nar	ne in Section 1 above)				
X (Hillerest) Mck Mathem	\$			00/04/20	14 <i>E</i>	
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	NEW YORK CUST					
Estimated Work Commencement Date A definite completion date has not beer may materially change the Estimated S	determined to be of the essence. In ac			agraph 22. I	Delays, the following	
	ubstantial Completion Date.					
NOTICE OF LIEN: Whether or not any paid may have a claim against me, whi				or who perfo	orms work and is not	
DEPOSIT OF PAYMENTS:ADT is leg seventy-one-a of the lien law or, in lie	ally required to deposit all payments re	eceived prior to completion in acc	cordance			
application of such payments to the pu SCHEDULE OF PAYMENTS: The Con		e paid before commencement of	any work,	which will I	be held in a specially	
designated account until the work is su following schedule identifies the amou and materials supplied before each par	nt of each such payment, the time who					
	Due on Signing Contract					
On Completion:						
	END - NEW YORK CU					
I, THE CUSTOMER, MAY CA	NOTICE OF CAN NCEL THIS TRANSACTION	AT ANY TIME PRIOR 1	го мір	NIGHT	OF THE THIRD	
I, THE CUSTOMER, MAY CA BUSINESS DAY AFTER THE FORM FOR AN EXPLANATION CANCEL AT THE TIME OF EX	DATE OF THIS TRÁNŠÁCŤÍC I OF THIS RIGHT. I ACKNOWL ECUTION OF THIS CONTRAC)N. SEE THE ATTÂCHEI LEDGE BEING VERBALL OT AND RECEIPT OF THI	D NOTI Y INFO IS NOT	CE OF C RMED O CE.	CANCELLATION F MY RIGHT TO	



Section 2. Services to be Provided

FINANCIAL DISCLOSURE STATEMENT

THERE IS NO FINANCE CHARGE OR COST OF CREDIT (0% APR) ASSOCIATED WITH THIS CONTRACT.

A. NUMBER OF PAYMENTS FOR THE INITIAL TERM IS <u>36</u>. B. AMOUNT OF EACH PAYMENT IS $\underline{\$57.99}$ (TOTAL MONTHLY SERVICE CHARGE FROM BELOW)

TOTAL OF PAYMENTS FOR THE INITIAL TERM IS \$2,087.64 (A. TIMES B.) (EXCLUSIVE OF ANY APPLICABLE TAXES, FEES, FINES AND RATE INCREASES)

LATE CHARGE – PAYMENT IS DUE PURSUANT TO MY SELECTED BILLING FREQUENCY, PRIOR TO THE START OF SERVICE. MY FIRST BILL/CHARGE WILL BE SENT/MADE SHORTLY AFTER MY SERVICE BEGINS. DT MAY IMPOSE A ONE-TIME LATE CHARGE ON EACH PAYMENT THAT IS MORE THAN TEN (10) DAYS PAST DUE, UP TO THE MAXIMUM AMOUNT PERMITTED BY LAW, BUT IN NO EVENT WILL THIS AMOUNT EXCEED \$5.00.

PREPAYMENT – IF I PREPAY THE TOTAL OF PAYMENTS PRIOR TO THE END OF THE INITIAL TERM OF THIS CONTRACT, THERE IS NO PENALTY OR REFUND. SEE PARAGRAPHS 2, 8, 16 AND 20 OF THIS CONTRACT FOR ADDITIONAL INFORMATION ABOUT NONPAYMENT, DEFAULT AND ACCELERATION.

Standard Monthly Sonice Burglany	Monthly Service Charge	Initial/Annual Recurring Municipal Fee billed separately (Subject to change based on local law)		Initial/Annual Fee
Standard Monthly Service, Burglary Service includes: Customer Monitoring Center Signal Receiving and Notification Service for Burglary, Manual Fire and Manual Police Emergency	\$ 57.99	Customer to obtain and pay for initial/annual municipal alarm use permit. Failure to obtain and provide ADT with the municipal alarm use permit registration number could result in no municipal fire/police response to an alarm from the premises and/or a fine.		
Standard Monthly Service, Fire/Smoke Detection Service includes: Customer Monitoring Center Signal Receiving and Notification Service for Fire, Manual Fire and Manual Police Emergency	Included	Municipal Electrical Permit Fee Customer to obtain electrical permit		
Carbon Monoxide Flood Low Temp	Included	Admin Fee		
Medical Alert		Installation Price \$-25.00		
Safewatch Cellguard [®]	Included	Taxable Amount		
SecurityLink Two-Way Voice		Non-Taxable Amount		
Extended Limited Warranty/Quality Service Plan (QSP)	Included	Connection/Activation Fee		\$25.00
Guard Response Service		Sales Tax on Installation*		
Monthly Recurring Municipal Fee (Subject to change based on local law)		Total Installation Charge		
Customer to obtain and pay for municipal alarm use permit		Trip Charge Received		
Other		Deposit Received		
Total Monthly Service Charge	\$57.99	Amount Due at Installatio	n*	
Total Monthly del vice charge		Balance Due*		

^{*}Amounts shown above for Taxable Amount, Sales Tax on Installation, Amount Due at Installation and Balance Due are estimates; final amounts will be calculated and detailed on your bill.

NOTES

Customer has been approved by the regional financial director Tom ONeil to do quarterly invoice billing, reactivate existing system and add pulse

- 1. PAYMENTS; TERM; CONSUMER REPORT. All charges are payable in advance. The initial term of this Contract is three (3) years . ADT's alarm monitoring and notification services will begin when the equipment is installed, operational and communicating with ADT's Customer Monitoring Center ("CMC"). This Contract will automatically renew for successive thirty (30)-day terms unless terminated by either party at least thirty (30) days before the end of the current term. If terminated, this Contract ends on the last day of the then-current term. I may terminate my service by calling ADT at 800.327.4348. I authorize ADT to obtain a non-investigative consumer report, commonly referred to as a credit check or credit report, about me from a consumer reporting agency at any time during the term.
- 2. EARLY TERMINATION OF THIS CONTRACT. I AGREE THAT THE CHARGES DUE UNDER THIS CONTRACT ARE BASED ON MY AGREEMENT TO RECEIVE AND PAY FOR THE SERVICES FOR THREE (3) FULL YEARS AND THAT ADT HAS RELIED UPON MY AGREEMENT AND HAS INCURRED COSTS IN DECIDING TO ENTER INTO THIS CONTRACT. IF I CANCEL SERVICE OR OTHERWISE TERMINATE THIS CONTRACT DURING ITS INITIAL TERM, OR IF ADT CANCELS THIS CONTRACT DURING ITS INITIAL TERM FOR A REASON SET FORTH IN PARAGRAPH 20(B) BELOW, I WILL PAY ADT 75% OF THE TOTAL REMAINING MONTHLY CHARGES AS AN ALTERNATIVE TO ME HAVING TO PAY THE FULL REMAINING CHARGES. THIS AMOUNT IS A CONTRACT TERMINATION CHARGE AND IS NOT A PENALTY. THE AMOUNT IS PAYABLE IMMEDIATELY IN FULL. NO CONTRACT TERMINATION CHARGES ARE DUE IF I TERMINATE, OR IF ADT CANCELS, DURING THE THIRTY (30)-DAY RENEWAL PERIOD(S).
- 3. INCREASES IN CHARGES. ADT has the right to increase the annual service charge at any time after the first year. If I object in writing to the increase within thirty (30) days of receiving notice of the increase, and if ADT does not waive the increase, then I may terminate this Contract effective thirty (30) days after ADT's receipt of my written notice of termination. In this situation, I will not have to pay the contract termination charges described in Paragraph 2 above.
- 4. ADDITIONAL CHARGES AND OFFSET RIGHTS. I agree to pay all construction/alarm use permit fees; all directly or indirectly imposed false alarm fines, fees or charges; all telephone or signal transmission company charges; and all other assessments, fees and charges related to the alarm system. I agree to pay a service charge if an ADT representative responds to a service call or alarm at my premises because I improperly followed operating instructions; failed to properly lock or close a window, door or other protected point; or improperly adjusted CCTV cameras, monitors or accessories. If ADT owes me money when this Contract ends, ADT has the right to deduct from any refund owed me (A) service charges for thirty (30) days, if I fail to give the required written termination notice set forth in Paragraph 1 above; (B) any contract termination charges that I may owe as set forth in Paragraph 2 above; and (C) any other additional charges, amounts or deposits that I owe ADT. If the amount of the deduction equals or exceeds the amount that ADT owes me or if ADT owes me a credit of five dollars (\$5.00) or less, ADT will not be obligated to refund any amounts to me.

5. LIMITATION OF LIABILITY.

A. INSURANCE; WAIVER OF SUBROGATION. I AGREE THAT ADT IS NOT AN INSURER AND THAT ADT IS NOT PROVIDING ME WITH INSURANCE OF ANY TYPE. THE AMOUNTS I PAY ADT ARE NOT INSURANCE PREMIUMS AND ARE NOT RELATED TO THE VALUE OF MY PROPERTY, ANYONE ELSE'S PROPERTY LOCATED IN MY PREMISES OR ANY RISK OF LOSS AT MY PREMISES. INSTEAD, THE AMOUNTS ADT CHARGES ME ARE BASED SOLELY UPON THE VALUE OF THE EQUIPMENT AND SERVICES ADT PROVIDES AND UPON THE LIMITED LIABILITY ADT ASSUMES UNDER THIS CONTRACT. IF I WANT INSURANCE TO PROTECT AGAINST ANY RISK OF LOSS AT MY PREMISES, I WILL PURCHASE IT. IN THE EVENT OF ANY LOSS, DAMAGE OR INJURY, I WILL LOOK EXCLUSIVELY TO MY INSURER AND NOT TO ADT TO COMPENSATE ME OR ANYONE ELSE. I RELEASE AND WAIVE FOR MYSELF AND MY INSURER ALL SUBROGATION AND OTHER RIGHTS TO RECOVER AGAINST ADT ARISING AS A RESULT OF THE PAYMENT OF ANY CLAIM FOR LOSS, DAMAGE OR INJURY.

- B. NO GUARANTEE; NO LIABILITY. ADT'S EQUIPMENT AND SERVICES DO NOT CAUSE AND CANNOT ELIMINATE OCCURRENCES OF THE EVENTS THEY ARE INTENDED TO DETECT OR AVERT, INCLUDING, BUT NOT LIMITED TO, FIRES, FLOODS, BURGLARIES, ROBBERIES AND MEDICAL PROBLEMS. OTHER THAN THE LIMITED WARRANTY AND/OR QUALITY SERVICE PLAN SET FORTH IN PARAGRAPHS 10 AND 11 BELOW, ADT MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE EQUIPMENT AND SERVICES PROVIDED WILL DETECT OR AVERT SUCH INCIDENTS OR THEIR CONSEQUENCES. ADT DOES NOT UNDERTAKE ANY RISK THAT I OR MY PROPERTY, OR THE PERSON OR PROPERTY OF OTHERS, MAY BE SUBJECT TO INJURY OR LOSS IF SUCH AN EVENT OCCURS. THE ALLOCATION OF SUCH RISK REMAINS WITH ME, NOT ADT. I RELEASE, WAIVE, DISCHARGE AND PROMISE NOT TO SUE OR BRING ANY CLAIM OF ANY TYPE AGAINST ADT FOR LOSS, DAMAGE OR INJURY RELATING IN ANY WAY TO THE EQUIPMENT OR SERVICES PROVIDED BY ADT.
- C. EXCLUSIVE REMEDY. IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO DETERMINE THE ACTUAL DAMAGES, IF ANY, THAT MAY RESULT FROM A FAILURE BY ADT TO PERFORM ANY OF ITS OBLIGATIONS. UNDER NO CIRCUMSTANCES WILL I ATTEMPT TO HOLD ADT LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY. IF, NOTWITHSTANDING THE PROVISIONS OF THIS PARAGRAPH 5, ADT IS FOUND LIABLE FOR LOSS, DAMAGE OR INJURY UNDER ANY LEGAL THEORY RELATING IN ANY WAY TO THE SERVICES AND/OR EQUIPMENT PROVIDED BY ADT, ADT'S LIABILITY TO ME SHALL BE LIMITED TO A SUM EQUAL TO 10% OF THE ANNUAL SERVICE CHARGE OR \$500, WHICHEVER IS GREATER. THIS AGREED-UPON AMOUNT IS NOT A PENALTY. RATHER, IT IS MY SOLE REMEDY. UPON MY REQUEST, ADT MAY AGREE TO ASSUME LIABILITY BEYOND WHAT IS PROVIDED FOR IN THIS PARAGRAPH 5 BY ATTACHING AN AMENDMENT TO THIS CONTRACT SETTING FORTH THE EXTENT OF ADT'S LIABILITY AND THE ADDITIONAL CHARGES TO ME.
- D. APPLICATION. THE PROVISIONS OF THIS PARAGRAPH 5 APPLY NO MATTER HOW THE LOSS, DAMAGE, INJURY OR OTHER CONSEQUENCE OCCURS, EVEN IF DUE TO THE PERFORMANCE OR NONPERFORMANCE BY ADT OF ITS OBLIGATIONS UNDER THIS CONTRACT OR FROM NEGLIGENCE (ACTIVE OR OTHERWISE), STRICT LIABILITY, VIOLATION OF ANY APPLICABLE CONSUMER PROTECTION LAW OR ANY OTHER THEORY OF LIABILITY OR ALLEGED FAULT ON THE PART OF ADT, ITS AGENTS OR ITS EMPLOYEES.
- E. INDEMNITY. IF ANY OTHER PERSON, INCLUDING MY SUBROGATING INSURER, MAKES ANY CLAIM OR FILES ANY LAWSUIT AGAINST ADT IN ANY WAY RELATED TO THE EQUIPMENT OR SERVICES PROVIDED BY ADT TO ME, I AGREE TO INDEMNIFY, DEFEND AND HOLD ADT HARMLESS FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS, INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEYS' FEES. MY DUTY TO DEFEND IS SEPARATE AND DISTINCT FROM MY DUTY TO INDEMNIFY AND HOLD HARMLESS AND ARISES UPON THE ASSERTION OF A CLAIM OR DEMAND AGAINST ADT AND REGARDLESS WHETHER ADT HAS BEEN FOUND LIABLE OR WHETHER ADT HAS INCURRED ANY EXPENSE.
- F. TIME TO BRING CLAIM OR SUIT. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST ADT MORE THAN ONE (1) YEAR AFTER THE DATE OF THE INCIDENT THAT RESULTED IN THE LOSS, INJURY OR DAMAGE, OR THE SHORTEST DURATION PERMITTED UNDER APPLICABLE LAW IF GREATER THAN ONE (1) YEAR.
- G. BENEFIT TO OTHERS. THE PROVISIONS OF THIS PARAGRAPH 5 SHALL APPLY TO AND BENEFIT ADT AND ITS AGENTS, EMPLOYEES, CONTRACTORS, SUBSIDIARIES, DEALERS, AFFILIATES, PARENTS (BOTH DIRECT AND INDIRECT), AFFINITY MARKETERS AND OTHER PARTNERS.
- 6. OTHER PARTY'S LIMITATION. If I purchased equipment or services from ADT through another business or person, or from ADT through a referral from another business or person, I agree that such other business or person acts solely as an independent contractor and has no responsibility or liability to me for the performance or nonperformance of the equipment or services provided by ADT. I also agree that any such business or person is entitled to the same rights as ADT under this Contract, including Paragraph 5.
- 7. ARBITRATION. ADT AND I AGREE THAT ANY AND ALL DISPUTES BETWEEN US SHALL BE GOVERNED BY THIS BINDING ARBITRATION AGREEMENT. Arbitration is a dispute-resolution process that does not involve a judge or jury. Instead, Disputes are decided by a neutral third-party arbitrator in a process that is less formal than court. As used herein, the term "Dispute" means any claim or controversy, including, but not limited to, initial claims, counterclaims, cross-claims and third-party claims, whether based in contract; tort; fraud; intentional acts; violation of any statute, code or regulation; or other legal theory. The term "Dispute" shall be given the broadest possible meaning and will apply to, without limitation, all claims and controversies arising from this Agreement; sales activities; goods and services; advertisements, promotions and other statements; billing and collection practices; privacy; and any other dispute arising from my interaction or relationship with ADT. ADT agrees not to elect arbitration if I file a Dispute in a small claims court in my state of residency so long as the Dispute is individual and non-representative in nature and remains exclusively as such in small claims court. Pre-Arbitration Notice Requirement. Before initiating an arbitration or a small claims matter, ADT and I agree to first provide to the other a written "Notice of Dispute" that will contain: (a) a written description of the issue and the supporting documents and information, and (b) a specific request for money or other relief. A Notice of Dispute to ADT should be sent to: Litigation Department, ADT Security Services, 1501 Yamato Dr., Boca Raton, FL 33431. ADT will mail a Notice of Dispute to my protected Premises address. ADT and I agree to make attempts to resolve the Dispute prior to commencing an arbitration

or small claims action. If an agreement cannot be reached within forty-five (45) days of receipt of the Notice of Dispute, ADT or I may commence an arbitration proceeding or small claims action. Initiation of Arbitration Proceeding. If either party elects to arbitrate a Dispute, the Dispute shall be resolved by arbitration pursuant to this Arbitration Agreement and the then-current code of proceedings of the national arbitration organization to which the Dispute is referred. A party may refer a Dispute to either the American Arbitration Association ("AAA") or the Judicial Arbitration and Mediation Services ("JAMS"). If ADT elects arbitration and chooses one of the organizations to administer, I may object and automatically have the other organization administer the proceedings simply by notifying ADT of my objection in writing within 30 days of my receipt of ADT's initial selection. To obtain a copy of the procedures, or to file a Dispute, I may contact the organizations at the following: (1) AAA, 335 Madison Avenue, New York, NY 10017, www.adr.org, and (2) JAMS, 1920 Main Street, Suite 300, Los Angeles, CA 92614, www.jamsadr.com. IF EITHER PARTY ELECTS TO ARBITRATE A DISPUTE, ADT AND I WAIVE THE RIGHT TO A JURY TRIAL AND TO OTHERWISE LITIGATE THE DISPUTE IN COURT. BY AGREEING TO ARBITRATE, THE PARTIES MAY ALSO WAIVE OTHER RIGHTS THAT WOULD OTHERWISE BE AVAILABLE IN COURT. FURTHER, IF EITHER PARTY ELECTS TO ARBITRATE A DISPUTE, I WAIVE MY RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR TO PARTICIPATE AS A MEMBER OF ANY CLASS ACTION RELATING TO THE DISPUTE. This means that all Disputes selected for arbitration will be arbitrated on an individual basis, between ADT and me only, without exception. A Dispute cannot be joined or consolidated with any other claim or action. Arbitration Proceedings. Because my transaction(s) with ADT involves interstate commerce, this Arbitration Agreement and any Dispute arbitrated hereunder shall be governed by the Federal Arbitration Act ("FAA"). The JAMS or AAA code of procedures, as chosen, will govern the arbitration, but if there is a conflict between the applicable code of procedures and this Arbitration Agreement, this Arbitration Agreement shall control to the fullest extent permitted by the FAA. Unless otherwise agreed to by the parties, the arbitration will be conducted by a single, neutral arbitrator at a location within the federal judicial district in which I reside. Upon my request, ADT will reimburse me for all filing and administrative fees required for initiating the arbitration. Otherwise, each party is responsible for its own respective costs and fees, including, but not limited to, attorney and expert fees. The arbitrator shall apply applicable substantive law and, upon the request of either party, issue a written explanation of the basis for the decision. Judgment on the arbitration award may be entered in any court having proper jurisdiction. EXCEPT AS FOLLOWS, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. A party may appeal the arbitrator's initial award to a three-arbitrator panel administered by the same arbitration organization upon written notice within 30 days of the initial award. The arbitration organization will notify the other party of the appeal. The panel shall consider any aspect of the initial award objected to by the appealing party and issue a decision within 120 days of the date of the notice of appeal. The majority decision by the three-member panel shall be final and binding. Any dispute regarding the applicability, enforcement or interpretation of Paragraph 5 or this paragraph 7, shall be resolved by a court having proper jurisdiction. This Arbitration Agreement will not prevent me from bringing a Dispute to the attention of any federal, state or local government agency. This Arbitration Agreement shall survive termination of this Agreement.

- 8. OWNERSHIP. All equipment installed by ADT pursuant to this Contract shall be owned by ADT unless ADT has agreed to give me ownership of the equipment. If there is existing, previously-installed equipment and it is my property, it shall remain my property. If any equipment is owned by ADT, ADT has the right upon termination of this Contract to remove, disable or abandon all or any of the equipment owned by ADT. If any equipment is disabled or removed by ADT, I understand that I will not be able to use the equipment for any purpose. I will provide ADT access to ADT-owned equipment for removal, and ADT will have no obligation to repair or redecorate my premises after any such removal. All ADT yard signs and window stickers provided to me at any time will remain the property of ADT and may be removed by ADT.
- 9. INSTALLATION. In order for ADT to install and service the equipment listed on this Contract, I agree that: (A) I own the premises or have authority to authorize ADT to install the alarm equipment at the premises; (B) I will make the premises available without interruption during ADT's normal working hours and will maintain the premises in a safe and sanitary condition suitable for work to be performed by ADT's representatives without jeopardizing their health or safety; (C) the installation will require drilling into various walls and other parts of the premises; (D) I will provide ADT with 110 AC electrical outlets for power equipment in locations designated by ADT; (E) I will pay for and provide compatible Internet connectivity, if applicable; (F) I will make arrangements for lifting and replacing carpeting, if required, for ADT's installation of floor mats or wiring; (G) ADT may not be able to conceal any or all equipment or wiring; (H) ADT will not be liable for property damage, personal injury, illness or other loss due to water intrusion, mold, fungi, wet or dry rot or bacteria that may result from the installation services; and (I) my premises complies with all applicable codes, regulations and laws and will continue to comply with all applicable codes, regulations and laws during the Initial term and any renewal terms of this Contract. If applicable, ADT will attempt to connect the existing, previously-installed alarm system to ADT's monitoring center. Prior to connection, ADT has the right to inspect my system and my premises to determine eligibility for Extended Limited Warranty/ QSP coverage and may notify me of any required repair/replacement costs related to the existing alarm system, device(s) or connection. If I decline to pay such repair/replacement costs, ADT is not obligated to connect to the existing alarm system and may terminate this Contract without liability to ADT. If the existing alarm system is connected to ADT's monitoring center, ADT will have no liability for the maintenance, ope
- 10. LIMITED WARRANTY. During the first 90 days after installation, ADT will repair or, at its option, replace any defective part of the alarm system, including wiring, and will make required mechanical adjustments, all at no charge to me. ADT will use new or functionally operative parts for replacements. This limited warranty is for my benefit only and may not be enforced by any other person. This limited warranty gives me specific legal rights. The laws of the state where this Contract was signed may also give me additional rights. To order service, call 800.ADT.ASAP (800.238.2727).
- 11. EXTENDED LIMITED WARRANTY/QUALITY SERVICE PLAN (QSP). If I purchase ADT's Extended Limited Warranty, which is called the Quality Service Plan or QSP, ADT will repair or, at its option, replace any part of the alarm system installed by ADT that requires repair or replacement due to ordinary wear and tear or malfunction, excluding batteries. ADT will use new or functionally operative parts for replacements. If I require services excluded from the QSP (see Paragraph 12 below for exclusions), then ADT will provide the services at its current labor rate for each service call. The QSP and the billing for it will commence on the date the alarm system is installed, operational and communicating with ADT's CMC and will continue for the term of this Contract. The QSP will automatically renew for successive thirty (30)-day terms at ADT's then-current QSP rate unless terminated by either party's written notice at least thirty (30) days before the end of the then-current term. If I purchase the QSP after the initial system installation, the alarm system must be in good working condition at the time I purchase the QSP. To purchase the QSP, call 800.238.7085.
- 12. WARRANTY EXCLUSIONS. ADT performs warranty services only during normal working hours. If I request ADT to perform warranty services outside normal working hours, I will pay for the services at ADT's then-current rates for labor and parts. The limited warranty provided under this Contract and, if purchased, the QSP do not apply if ADT determines upon inspection that any of the following conditions caused the need for service: (A) damage resulting from accidents, theft, Acts of God, natural disasters, labor disputes, war, terrorism, civil strife, electrical surge, alterations or misuse; (B) I fail to properly close or secure a door, window or other point protected by an alarm device; (C) I fail to properly follow the operating instructions; (D) trouble in a telephone line, use of non-traditional telephone line or service (including but not limited to DSL, ADSL, VoIP, digital phone, internet-based phone, cellular, radio, etc.) or due to interruption of power; (E) loss or disruption of Internet connectivity; (F) repairs needed to window foil, security screens, exterior mounted devices (except for outdoor cameras installed by ADT) or PROM (Programmable Read Only Memory); (G) ordinary maintenance or wear and tear (not excluded from QSP); (H) alterations to my premises or failure of my premises to comply with any applicable codes, regulations or laws; or (I) alterations or damage to the alarm system caused by me or by a cause beyond ADT's control. The limited warranty provided under this Contract and, if purchased, the QSP do not apply to household systems or devices connected to my alarm system for automation, alert or similar purposes, including but not limited to, thermostats, heating/air conditioning systems, lighting systems, doors, locks, garage doors, fans, blinds, shutters or appliances. ADT will not perform warranty services on any device not installed by ADT. Battery replacement is excluded from all warranties.
- 13. NO OTHER WARRANTIES. OTHER THAN THE LIMITED WARRANTY PROVIDED UNDER THIS CONTRACT AND, IF PURCHASED, THE QSP, I AGREE THAT ADT MAKES NO GUARANTEE OR WARRANTY OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES ADT PERFORMS OR THE EQUIPMENT IT PROVIDES. MY EXCLUSIVE WARRANTY REMEDY IS SET FORTH IN PARAGRAPHS 10 AND 11 ABOVE. SOME STATES MAY NOT ALLOW THE PARTIES TO A CONTRACT TO LIMIT THE LENGTH OF AN IMPLIED WARRANTY. THE LAWS OF THE STATE WHERE THIS CONTRACT WAS SIGNED WILL DETERMINE WHETHER THESE LIMITATIONS AND EXCLUSIONS APPLY.
- 14. ALARM MONITORING AND NOTIFICATION SERVICE. If I purchase service that includes response by police, fire department, guard, medical emergency notification or two-way voice monitoring services and such an alarm is received at ADT's CMC, ADT may, at its sole discretion, attempt to contact me and/ or anyone on my Emergency Contact List to confirm that the alarm is not false. If ADT does not contact me and/or someone on my Emergency Contact List, or if ADT questions the response it receives upon such contact, then (A) ADT will attempt to notify the appropriate police department or fire department or, (B) if guard response service is provided and an alarm requires police response, ADT will attempt to dispatch a representative to make an investigation of the exterior of the premises from his or her vehicle and, upon evidence of a crime, ADT will attempt to notify the appropriate police department. If ADT provides supervisory alarm or trouble alarm monitoring services (or if such services are actively programmed into the alarm system) and ADT's CMC receives an alarm, then ADT may attempt to notify my premises and/or the representative I designate. ADT may use an automated calling

device to deliver such notification. If medical emergency notification services are provided, I agree that the very nature of such services, regardless of any delay, involves uncertainty, risk and possible serious injury, disability or death, for which I will not attempt to hold ADT responsible or liable; that the equipment furnished for medical emergency notification services is not foolproof and may experience signal transmission failures or delays for any number of reasons; and that the actual time required for medical emergency providers to arrive at my premises and/or to transport any person requiring medical attention is unpredictable with many contributing factors, including telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors both within and outside of ADT's control. The person(s) identified on my Emergency Contact List are authorized to act on my behalf. Local laws, ordinances or policies may restrict ADT's ability to provide the alarm monitoring and notification services described in this Contract and/or necessitate modified or additional services with additional charges to me. ADT employs a number of industry-recognized measures to help reduce occurrences of false alarms. These measures include, but are not limited to, implementation of default settings on alarm panels and various procedures at ADT's CMC to determine when and how to respond, if at all, to certain alarm events. I consent to ADT's use of these measures and agree that the alarm system has not been designed, programmed or installed pursuant to any law, code or rule that may be applicable to my particular premises, including, but not limited to, any code provisions of the National Fire Protection Association or the International Residential Code. Upon receiving notification that an alarm signal has been received by ADT, the police department, fire department or other responding authority may forcibly enter my premises. ADT will never arrest or detain any person for any reason. If my service includes cameras, I will comply with all federal, state and local laws governing the placement, presence, operation and use of such cameras and shall fully and conspicuously notify persons in or around the premises, whether by use of legible signs or other approved communications, that their activities may be recorded. I agree that the equipment installed by ADT, including any outdoor camera, is not to be used to monitor activity in or near any swimming pool or other body of water and that I alone am respons ble for supervising the well being of any person in or near any swimming pools or other bodies of water on the premises.

- 15. FAMILIARIZATION PERIOD. UNLESS I HAVE REJECTED THE FAMILIARIZATION PERIOD BY INITIALING THE APPROPRIATE LINE ON THE FIRST PAGE OF THIS CONTRACT (EXCEPT WHERE FAMILIARIZATION IS REQUIRED BY LAW), I AGREE THAT, DURING A SEVEN (7)-DAY FAMILIARIZATION PERIOD, OR LONGER PERIOD IF REQUIRED BY LAW, THAT FOLLOWS COMPLETION OF THE INSTALLATION AND THE COMMUNICATIONS CONNECTION TO ADT'S CMC (AND DURING ANY APPLICABLE EXTENSIONS), ADT HAS NO OBLIGATION TO, AND WILL NOT, RESPOND TO ANY ALARM SIGNAL FROM MY PREMISES. I ALSO AGREE THAT DURING SUCH PERIOD ADT HAS NO OBLIGATION TO, AND WILL NOT, NOTIFY ANY AUTHORITIES, ME OR MY DESIGNATED REPRESENTATIVE OR TAKE ANY OTHER ACTION WITH REGARD TO ANY ALARM SIGNAL ADT RECEIVES, EVEN IF DUE TO AN ACTUAL EMERGENCY.
- 16. FAILURE TO PAY CHARGES OR HONOR CONTRACT. If I fail to make any payment when due or to honor any other term or condition of this Contract, ADT may stop providing the alarm monitoring and notification services and repossess or disable the equipment without notice. I will grant ADT access to my premises and allow it to repossess or disable the equipment. ADT has no liability if it stops providing the alarm monitoring and notification services and repossesses or disables the equipment. ADT is not required to redecorate or repair my premises as a result of repossessing or disabling the equipment. In addition to these remedies, ADT does not waive, and retains the right to exercise, any other legal remedy, including the right to charge me a late fee for each month that a payment is not received and/or interest on the unpaid amount and the right to report me to one or more consumer reporting agencies if I become delinquent on my account (more than 90 days without a payment).
- 17. SMOKE AND CARBON MONOXIDE DETECTORS. IF THE ALARM SYSTEM INCLUDES SMOKE AND/OR CARBON MONOXIDE DETECTORS, I AGREE THAT: (A) THE NUMBER AND PLACEMENT OF SUCH DETECTORS MAY NOT FULFILL THE REQUIREMENTS OR RECOMMENDATIONS IN CODES, LAWS OR STANDARDS THAT APPLY IN MY JURISDICTION, INCLUDING THE CODE PROVISIONS OF THE NATIONAL FIRE PROTECTION ASSOCIATION AND THE INTERNATIONAL RESIDENTIAL CODE; (B) I HAVE SOLE RESPONSIBILITY FOR COMPLYING WITH ANY AND ALL CODES, LAWS AND STANDARDS THAT MAY APPLY TO THE INSTALLATION, PLACEMENT AND MAINTENANCE OF THE ALARM SYSTEM; AND (C) ANY SMOKE AND/OR CARBON MONOXIDE DETECTORS DESCRIBED IN THIS CONTRACT ARE SUPPLEMENTAL DEVICES ONLY AND ARE NOT INTENDED TO BE PART OF A PRIMARY FIRE ALARM OR CARBON MONOXIDE DETECTION SYSTEM. I understand that ADT's electrical smoke and carbon monoxide detectors, if installed in my premises, are designed to be connected to an electrical power source. THESE DETECTORS WILL NOT OPERATE, THE ALARM WILL NOT SOUND AND THE ALARM SIGNAL WILL NOT BE TRANSMITTED WHEN: THE ELECTRICITY IS CUT OFF; THE BACK-UP BATTERY, IF INCLUDED AS PART OF THE SYSTEM, IS LOW OR DEAD; OR FIRE CUTS OFF THE ELECTRICITY BEFORE THE ALARM IS ACTIVATED, SOUNDS AND IS TRANSMITTED. Connecting these detectors to a separate dedicated electrical circuit may increase their reliability, but even dedicated circuits can fail. I understand that these detectors all have limited useful lives, after which time they will not function. It is my sole responsibility to monitor and replace all detectors before or at the end of their useful lives.
- 18. BATTERY-POWERED DEVICES. I understand that all battery-powered motion detectors, smoke detectors, door and window contact transmitters and other detection sensors installed under this Contract are not connected to the electrical system of my premises and require batteries to operate. THESE BATTERY-POWERED DETECTION SENSORS WILL NOT OPERATE, AND THE ALARM WILL NOT SOUND, IF THE BATTERIES ARE LOW OR DEAD. It is my sole responsibility to maintain and replace these batteries. ADT recommends that I regularly inspect the sensors for dirt and dust buildup and test the sensors weekly to help maintain continued operation. ADT also recommends that I carefully read and follow the owner's manual, instructions and warnings for all equipment.
- 19. ALARM SYSTEM COMMUNICATION. I authorize ADT to request service from a telephone, wireless or other communication carrier under this Contract (referred to as "Telephone Company") to transmit signals between my alarm system and ADT's CMC. The Telephone Company's liability is limited to the same extent as ADT's liability in Paragraph 5 of this Contract. ADT will not receive alarm signals when the communication mode is not operating or has been cut, interfered with or is otherwise damaged, or if the alarm system is unable to acquire, transmit or maintain an alarm signal over my communication mode for any reason. If ADT determines in its sole discretion that my communication mode is or later becomes non-compat ble, or if I change to another communication mode that is not compatible, then ADT requires that I use an alternate mode of communication acceptable to ADT as the method to connect the alarm system to ADT's CMC. Transmission of fire alarm signals by means other than a traditional telephone line may not be in compliance with applicable fire alarm or other standards or codes, and it is solely my obligation to comply with such standards and codes. If the alarm system has a line-cut feature, it may not always be able to detect if my communication line is cut or interrupted. ADT recommends that I test the alarm system monthly, even though a successful test of the alarm system does not guarantee that ADT will receive alarm signals from the system in the future. If my service includes ADT Pulse [®] interactive solutions and/or automation features, ADT may directly or through third party service providers, transmit, record, store, provide and receive unencrypted data, images, and e-mails and text messages via the Internet in the course providing those interactive services. I will not be able to utilize those automation functions or receive e-mail or text alerts if my Internet connection is impaired, disrupted or unavailable for any reason. ADT does not warrant or guarantee the integrity, accuracy, confidentiality

20. CANCELLATION.

- A. ADT may, at any time, cancel this Contract at its option if: (1) ADT's CMC is destroyed or damaged so that it is impractical for ADT to continue service; (2) ADT cannot acquire or retain the transmission connections or authorization to transmit signals between my premises and its CMC or the applicable fire or police department or other agency, or between ADT's CMC and the applicable fire or police department or other agency; (3) I fail to follow ADT's recommendations to repair or replace any defective parts of the system not covered under the Limited Warranty or, if purchased, QSP; (4) I fail to follow ADT's operating instructions for the alarm system; or (5) ADT determines that it is impractical to continue service due to the modification or alteration of my premises after installation. If ADT cancels for any of the reasons stated immediately above, ADT will refund any advance payments made for services to be supplied after the date of such termination, less any amounts still due for the installation of the equipment, for services already rendered and for any other charges due. Additionally, ADT will not assess contract termination charges, if any, as described in Paragraph 2 above.
- **B.** ADT may cancel this Contract upon written notice to me if: (1) I fail to pay any monies when due under this Contract, (2) I change to a telephone/ communications service not suitable for alarm signal transmission or (3) I fail to comply with any other term or condition of this Contract. Upon receipt of written notice from ADT, I will have ten (10) days to correct the deficiency. If I do not correct the deficiency in a timely manner, and ADT does cancel this Contract, ADT may assess contract termination charges, if any, as described in Paragraph 2 above.
- 21. ASSIGNMENT. I may not assign this Contract without prior written consent from ADT. ADT does have the right to assign this Contract or to subcontract any of its obligations under this Contract without my approval and without notice to me.
- 22. DELAYS. ADT HAS NO RESPONSIBILITY OR LIABILITY TO ME OR ANY OTHER PERSON FOR DELAYS IN THE INSTALLATION OR REPAIR OF THE SYSTEM, REGARDLESS OF THE REASON. ADT HAS NO RESPONSIBILITY OR LIABILITY FOR INTERRUPTIONS OF SERVICE OR ANY RESULTING CONSEQUENCES, WHETHER DUE TO STRIKE, RIOT, FLOOD, FIRE, TERRORISM, ACT OF GOD OR ANY OTHER CAUSE WITHIN OR BEYOND ADT'S CONTROL. IF THERE ARE SERVICE INTERRUPTIONS, ADT HAS NO OBLIGATION TO SUPPLY ME WITH SUBSTITUTE SERVICES.

- 23. PERSONAL INFORMATION. I consent to ADT's use of my personal information and that of third parties provided by me for the purpose of monitoring, setting up and administering my security services (including credit approval, invoicing, collecting and providing information on new equipment or services). I have obtained the consent of the third parties, whose personal information I provided to ADT, to use such personal information for the administration of my account with ADT. ADT may collect (including my consent to record my telephone conversations with ADT's representatives), use, disclose and transfer my personal information, and that of third parties provided by me, to ADT's parents, affiliates, subsidiaries and successor corporations, any subcontractor or assignee of this Contract or any applicable authority having jurisdiction that requests such information to administer alarm monitoring services or alarm system license, permit or similar programs.
- 24. PRIVACY POLICY. ADT maintains an online privacy policy at www.ADT.com/privacy that is applicable to the terms, conditions and obligations of the parties to this Contract.
- 25. All software is proprietary to ADT and/or ADT's suppliers and is licensed or sublicensed to me on a non-exclusive basis. I will not (a) disclose the software or any source code for the software to any third parties, (b) duplicate, reproduce, reverse engineer, modify, create derivative works from or copy all or any part of the software, or (c) use the software on equipment other than the equipment covered by this Contract. ADT is not responsible or liable for any damages to or changes in the performance of my computer following installation of any software or provision of services under this Contract. I agree to receive any software updates and upgrades that ADT or its contractors send or remotely download.
- **26. ENTIRE AGREEMENT.** This Contract constitutes the entire agreement between the parties. I am not relying on ADT's advice or advertisements. ADT is not bound by any representation, promise, condition, inducement or warranty, express or implied, that is not included in writing in this contract. The terms and conditions of this contract apply as written without alteration or qualification, unless a change is approved in writing by an ADT authorized representative. The terms and conditions of this Contract shall control and govern even if there are other documents with inconsistent or additional terms and conditions. If a court determines that any provision of this Contract is invalid or unenforceable, that provision shall be deemed amended and enforced to the maximum extent permitted by law. Each and every other provision of this Contract shall continue to be valid and enforceable.



Order Details

Home Security

1 1011	ne Security		12-11	N
	Item		Install	Monthly
	[L4 001] - Video		\$0.00	
1	[SA015] - Broadband External Gateway & Interactive Module		\$100.00	
1	[SA018] - Pulse Indoor bookshelf WiFi Color Camera		\$50.00	
1	[L4 P3KRF] - (RF) SWPro 3000 Control + Std. KP		\$149.00	
	Promotional Discounts			
	\$200 Off for Resales		\$-225.00	
	Additional Fees			
1	[Fee-Telco] - Connection-Activation Fee		\$25.00	
	Quality Service Plan (QSP)			
1	[R-AddQSP-Included] - 0-17 zones			
		Discounts	\$-99.00	
		Package Totals		\$57.99
Tax	res*			
Insta	Illation Taxes			
Mon	itoring Taxes			
QSF	Taxes			
Ord	ler Total			\$57.99

^{*}The tax amounts shown are only estimates; the final amount will be calculated and detailed on your bill

7 of 7

Terms of Participation

Print Friendly View

National IPA Participation Agreement

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "<u>Agreement</u>") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("<u>Principal Procurement Agencies</u>") with National Intergovernmental Purchasing Alliance Company ("<u>National IPA</u>") to be appended and made a part hereof and such other public agencies ("<u>Participating Public Agencies</u>") who register to participate in the cooperative purchasing programs administered by National IPA and its affiliates and subsidiaries (collectively, the "<u>National IPA Parties</u>") by either registering on a National IPA Party website (such as <u>www.nationalipa.org</u>), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of suppliers have entered into "Master Agreements" (herein so called) to provide a variety of goods, products and services ("Products") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the National IPA Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and WHEREAS, in addition to Master Agreements, the National IPA Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

- 1. Each party will facilitate the cooperative procurement of Products.
- 2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply

- with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(h), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.
- 3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital and is not purchasing Products on behalf of a hospital.
- 4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law.
- 5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.
- 6. The Participating Public Agency agrees the National IPA Parties may provide access to group purchasing organization ("GPO") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, including but not limited to Vizient Source, LLC, Provista, Inc. and other National IPA affiliates and subsidiaries; provided the purchase of Products through a National IPA Party or any other GPO shall be at the Participating Public Agency's sole discretion.
- 7. The Participating Public Agencies (each a "Procuring Party") that procure Products through any Master Agreement or GPO Product supply agreement (each a "GPO Contract") will make timely payments to the distributor, manufacturer or other vendor (collectively, "Supplier") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.
- 8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
- 9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

- 10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE NATIONAL IPA PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE NATIONAL IPA PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE NATIONAL IPA PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE NATIONAL IPA PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.
- 11. This Agreement shall remain in effect until termination by a party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 10 hereof shall survive any such termination.
- 12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) the registration on a National IPA Party website or the execution of this Agreement by a Participating Public Agency, as applicable.

TCPN Standard Membership Agreement

This TCPN Cooperative Purchasing Membership Agreement will allow a Member Agency to purchase commodities and/or services, from any and all TCPN Official Contract Holders, under the same terms, conditions and price as stated in each awarded contract. It is hereby agreed to by TCPN and the Member Agency that:

- 1. TCPN has followed procurement procedures for products and/or services offered by this Agreement in accordance with TCPNs governing procurement statutes and regulations.
- 2. It is the sole responsibility of each Member Agency to follow their state procurement statutes as it pertains to cooperative purchasing, or joint power agreements, with in-state or out-of- state public agencies.
- 3. TCPN makes their cooperative purchasing contracts available to Member Agencies "as is," and is under no obligation to revise the terms, conditions, scope, price, and/or any other conditions of the contract for the benefit of the Member Agency.
- 4. The use of each contract by the Member Agency shall adhere to the terms and conditions of the TCPN contract, including the order placement procedures provided by each Official Contract Holder.

- 5. It is the sole responsibility of the Member Agency to accept delivery of products and/or services, and the Member Agency hereby agrees to make timely payments to each Official Contract Holder for products and/or services received pursuant to this Agreement. Any dispute which may arise between the Member Agency and the Official Contract Holder are to be resolved between the Member Agency and the Official Contract Holder. TCPN will make every effort to facilitate a favorable remedy for both parties.
- 6. This Agreement incorporates all Agreements, covenants and understandings between TCPN and the Member Agency. No prior Agreement or understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not be altered, changed or amended except by written revision or addendum executed by both parties.
- 7. This Agreement between TCPN and the Member Agency shall be presided over by TCPN governing law and jurisdiction, and shall become effective immediately and remain in effect unless terminated by either party with thirty (30) days written notice to the other party. Any such notice shall be sent to the address listed below.

The Cooperative Purchasing Network 2555 Meridian Blvd., Ste. 300 Franklin, TN 37067

I have read and agree to the above terms and conditions

ADDENDUM

to

ADP WORKFORCE NOW® COMPREHENSIVE SERVICES MASTER SERVICES AGREEMENT between ADP, LLC And KENTUCKY STATE UNIVERSITY

This Addendum, made as of the ____ day of ____ 2018, by and between ADP, LLC ("ADP") with its principal office at One ADP Boulevard, Roseland, New Jersey 07068 and Kentucky State University, with a principal place of business at 260 Academic Services Building, Frankfort, KY 40601 ("Client"), contains changes, modifications, revisions and additions to the ADP Workforce Now® Comprehensive Services Master Services Agreement dated of even date herewith 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:

- Section 1.36 of ANNEX A GENERAL TERMS AND CONDITIONS of the Agreement, entitled "Sales Order", is hereby amended by inserting the following after "document(s)" "(Quote Number 02-2018-64103.4) which is incorporated herein."
- 2. Section 2.1 of the Agreement, entitled "Provision of Services", is hereby amended by adding the following to the end of the Section: "Pursuant to a competitive procurement process, National IPA (formerly The Cooperative Purchasing Network, or TCPN) selected ADP for the award of a Contract No. 151901 for Managed Services effective May 1, 2016, until April 30, 2019 (see http://www.nationalipa.org/Vendors/Pages/ADP.aspx). Pursuant to the TCPN competitive selection of ADP, Client hereby enters into this Agreement with ADP for the provision of the Services, including for the provision of equipment, computer programs, software (other than prepackaged third-party software), and documentation (the "ADP Products") as set forth in the ADP sales order(s) between Client and ADP (the "Sales Order(s)"). A further general description of Services reflected Order(s) on such Sales can www.productdescription.majoraccounts.adp.com (which may be modified from time to time provided, however, that any such modifications will not have a material adverse impact on any of the Services Client is receiving)."

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	KENTUCKY STATE UNIVERSITY
By:	By:
Name:	Name:
Title:	Title:





Request for Vendor Contract Update

Pursuant to the terms of your awarded vendor contract, all vendors must notify and receive approval from Region 4/TCPN when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4. Region 4 reserves the right to accept or reject any request.

Automatic Data Processing, LLC. (ADP) (Vendor Name)	ereby provides notice of the following update to
TCPN contract number: <u>R151901</u> for <u>Managed Business</u>	/ Outsourced Services on this date January 24, 2018.
next to each item to confirm that documents are indeed	shall provide supporting documentation. Place your initials included. Request received without supporting documentation rupdate for approval. This form is not intended for use if
	adversely affect members, i.e. assignment, bankruptcy,
	ember of the TCPN Contracting Team to request a "Notice
of Material Change to Vendor Contract" form.	
✓ Authorized Distributors/Dealers	☐ Price Update
Addition	Supporting Documentation
Deletion	
Supporting Documentation	
(Description of the contract	☐ Discontinued Products/Services
✓ Products/Services	Supporting Documentation
New Addition Update Only	
Supporting Documentation	
Supporting Documentation	
☐ States/Territories	Other
Supporting Documentation	Supporting Documentation
Notes: Vendor may include other notes regarding the cor	ntract update here: (attach another page if necessary).
Request to update Cobra, FSA, HSA and Commuter Benef	its previously offered by ADP under the terms of this
contract but subsequently sold to WageWorks, these serv	vices will be offered by ADP in partnership with
WageWorks.	
Cobra Administration \$.70 per eligible per month; FSA (Flo participant per month; HSA (Health Savings Account Adm Benefits \$7.00 per participant per month	A
The only change to previous terms is on Cobra. Change fr	om "per continuant" to "per eligible per month"
Submitted By: Greg Reed	Approved by Email: Date 1/25/18
Title: <u>Sr. Director, HCM Strategic Alliances</u>	Denied by Email: Date
Contact Number: (904) 347-7601	Region 4 ESC: Robert Zingelmann
Email Address: greg.b.reed@adp.com	TCPN: Christine Dorantes

TCPN Pricing (Not to exceed)						
Payroll, HR and TLM	PEPM (per employee per month)	Assumptions	Definitions			
Technology/Infrastructure (payroll application, ESS, Hosting)	\$9.00	Includes full garnishment, tax filing, W-2 year end services and reconciliation	Includes software, hosting and application self service			
Managed Payroll Services	\$40.00	Includes payroll call center	Managed payroll service is ADP's most comprehensive solution. ADP covers the entire payroll process once time is collected including paying employee taxes and filing federal taxes.			
Time & Labor Management/Workforce Management (Application/Hosting/Clock Management)	\$8.00	Includes web time entry, accruals and leaves	Includes software, hardware, clocks, upgrades and service.			
Advanced Scheduler	\$3.25 per employee per month	If typcial scheduling feature within Enterprise eTime is not sufficient	Advanced Scheduler allows organizations with complex scheduling rules to have added functionality to schedule employees time			
Time-clocks	\$300 per clock per month	This assumes the clocks are being "leased" by ADP	Timeclocks that are hung on the walls for punching in and out of employees			
Time-clocks	\$5,000 per clock & annual maintenance of \$450 per clock	This assumes the clocks are being purchased by client	Clients have the option of purchasing the clocks outright. If they do, they must pay annual maintenance for the clocks			
Managed HR Services	\$30.00		ADP becomes the Human Resource department for organizations who lack the people and expertise to manage their peoples needs			
Pre-Employment Services	\$39.00 per use (not PEPM)	Excludes drug testing	Background checks for organizations who need more information to hire employees			
On-boarding (electronic I-9 forms)	\$4.00 per form		Clients have the ability to have employees do these forms electronically and have them stored in the system			
Budgeting/Position Control (ResNav)	\$1600 per month	If step progression is needed, additional cost of \$350 per month	Budget/position control provided to help manage open requisitions and tie the budget dollars to the position			
eTracker workflow requisition (ResNav)	\$600 per month		Tracking of workflow through the process			
Document Tracker (ResNav)	\$600 per month		Tracking documents through the process			
Report Writer (ResNav)	\$500 per month		The ability to write custom reports for tracking purposes			
Learning Management Module	\$4.00	Per Module	Performance management software, learning management software, succession planning			
Performance Management Module	\$4.00	Per Module	A tool used my managers and employees to manage the performance of their employees and managers			
Compensation Management Module	\$4.00	Per Module	A tool used by managers and employees to better understand their compensation and plan for future needs			
Social Networking Module	\$4.00	Per Module	A tool which gives employees the ability to connect socially with other people, networks and organizations			
Succession Planning Module	\$4.00	Per Module	A tool which gives managers the ability to plan for succession of employees moving on from their position			

		Per Module	Clients can utilize the ADP recruiting tool to search
Recruiting Module	\$4.00		for candidates, manage through the recruiting process and screen candidates
Wage Garnishments (lien analysis)	\$20.00 per document	Includes new/changed/released liens	Clients can do this on their own, or have the ability for ADP to manage this process for them at an additional cost
Wage Garnishments (disbursements of funds)	\$2.00 per disbursement	ADP performing this task for the client	ADP will take on the responsibility of transfering funds and managing the risk of compliance
Wage Garnishments (pre-qualification service and letters)	\$3.00 per letter	ADP performing this task for the client	ADP will qualify the garnishment, determine prioritization of funds and send letters to employees on the clients behalf
FEIN filing	\$50 per month	Periodic, Quarterly and Annual tax filing	Federal Employer Identification Number. ADP handles filing for its clients.
State and Local Tax Filing	\$30 per month	Periodic, Quarterly and Annual tax filing	ADP takes care of this filing for its clients
W-2 Year end processing	\$5.00 per W-2	Per W-2 processed	ADP will process year end W-2's for it's clients
Tax filing administration	\$.10 per employee per month	Periodic, Quarterly and Annual tax filing	ADP takes care of this filing for its clients
	DED. 4		
Benefit Services	PEPM (per employee per month)	Assumptions	Definitions
Health & Welfare Admin (Benefits Administration)/ESS+Worksheets and premium payments	\$9.00 (per benefit eligible)	No retirees included	Online benefit enrollment solution used for open enrollment, annaul enrollment and family medical changes
Benefits Call Center	\$3.05	No additional languages assumed	ADP call center for organizations who don't have the expertise or people to handle the volume of calls from its employees
COBRA Administration (WageWorks)	\$ 0.70 (per eligible per month)		WageWorks administers COBRA for our clients who don't want to handle this on their own
FSA (Flexible Spending Account Administration) (WageWorks)	\$5.00 (per participant per month)		WageWorks administers Flexibe Spending Accounts for its clients who don't have the expertise or personnel to do it on their own
HSA (Health Spending Account Administration) (WageWorks)	\$5.00 (per participant per month)		WageWorks administers Health Savings Account administration for clients who don't have the expertise or personnel to manage it on their own
Commuter Benefits (WageWorks)	\$7.00 (per participant per month)		WageWorks adminsters commuter benefits for those employees who utilize this service
Healthcare Compliance (ACA)	\$5.00 (per employee per month)		ADP takes on the risk of filing appropriate documents for it's clients to ensure they are compliant with the Affordable Care Act
Leave Administration	\$4.50		ADP administers Leave Administration like FMLA to help ensure our clients are in compliance
	mplementation Cos		
Standard rate of \$175 per hour applies t			
Budgeting/Position Control set up \$24, eTracker work flow requisition \$6,500			-
	osting set up \$6,800		1
	Tracker set up \$4,50		1

^{*}Special not to exceed pricing for TCPN members only





Kentucky State University 260 Academic Services Building Frankfort, KY 40601 United States **Executive Contact**

Kevin Appleton CFO kevin.appleton@kysu.edu (502) 597-6000



650

Total Employees



\$20,002.00

Implementation Costs



\$246,302.32

Total Annual Investment



(\$20,254.52)

Total Annual Savings during promotional period; See
Terms

Expiration 4/7/2018

ADP Sales Associate

Warren Stallard BPO DM warren.stallard@adp.com 502-890-8721





Kentucky State University 260 Academic Services Building Frankfort, KY 40601 United States **Executive Contact**

Kevin Appleton

CFO

kevin.appleton@kysu.edu

(502) 597-6000

Processing Fees and Considerations

Number of Employees: 350 on KSU - semi monthly

	9						
***	Monthly Processing	Count	Min	Base	Rate	Monthly	Annual
_	Employment and Income Verification Employment Verification	650		250	5.7	\$0.00	\$0.00
	Comprehensive Services Bundle (22.0% Discount) Workforce Now Comprehensive Payroll Analytics	650	\$2,600.00	200	See Below	\$25,028.00	\$300,336.00
	Non-Paid Employees, if applicable, based upon client's active coding to 'Non-Paid'	1	-	270	\$10.40	\$10.40	\$124.80
	Workforce Now Document Cloud (22.0% Discount)	651		1750	\$1.00	\$651.00	\$7,812.00
	Monthly Administrative Fee (22.0% Discount)	1	-	\$275.00		\$275.00	\$3,300.00
	Comprehensive Services Bundle	1 - 99			\$52.00		
		100 -	249		\$44.00		
		250 -	499		\$35.00		
		500 -	999		\$30.00		
	Additional Jurisdiction (if applicable)	2+			\$8.95/mo	nth	
	Annual Processing	Count	Min	Base	Rate		Annual
	Year End Forms, W2s or 1099s	350	-	-	\$5.00		\$1,750.00

(\$)	Total Annual Investment	Total Annual
	Workforce Now Services Annualized Discount Value	\$313,322.80 (\$68,518.56)
	Estimated Total Net Annual Investment	\$244,804.24

Other Considerations	Count	Rate	Setup
Hardware and Other Fees			
■ Health & Welfare Benefit Carrier Feed Setup	3	\$0.00	\$0.00
ALINE Card Kit	1	\$2.00	\$2.00
* A \$2.00 per card activation fee will be billed			

Implementation for Workforce Now Document Cloud

\$1,000.00





Kentucky State University 260 Academic Services Building Frankfort, KY 40601 **United States**

Executive Contact

Kevin Appleton CFO kevin.appleton@kysu.edu (502) 597-6000

Implementation

Implementation for Comprehensive Services

\$18,000.00

Affordable Care Act (ACA) - Historical Hours Import up to 18 months

\$1,000.00

Health & Welfare Benefit Carrier Feed Setup included at no charge: 3



Total Other Considerations **Total Setup**

Implementation and Setup Implementation Discount Value

\$26,002.00 (\$6,000.00)

Estimated Total Net Implementation

\$20,002.00





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Executive Contact

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CFO

kevin.appleton@kysu.edu

(502) 597-6000

Processing Fees and Considerations

Number of Employees: 100 on KSU - bi-weekly

Additional Jurisdiction (if applicable)

2+

\$8.95/month



Annual Processing	Count	Min	Base	Rate	Annual
Year End Forms, W2s or 1099s	100	-	-	\$5.00	\$500.00

Total Annual Investment

Total Annual

Workforce Now Services

\$500.00





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Kevin Appleton

CFO

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(502) 597-6000

Processing Fees and Considerations

Number of Employees: 200 on Work Study

Additional Jurisdiction (if applicable) 2+ \$8.95/month

 Annual Processing
 Count
 Min
 Base
 Rate
 Annual

 Year End Forms, W2s or 1099s
 200 - - \$5.00
 \$1,000.00

Total Annual Investment Total Annual

Workforce Now Services \$1,000.00





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Important Project & Billing Information

Product Billing

Billing for Comprehensive Services shall begin upon the earlier of (a) the date the Client is first able to use the services in a live production environment or (b) ninety (90) days from the Effective Date. The billing count is based on all "All Non-Archived" employees excluding terms. Any lives classified as Non-Paid will be billed a separate lower rate. 1099 Contractors paid through a specific 1099 Contractor company code will also be billed via a separate rate.

Promotion Terms

Promotion will be applied to the first month of services (also referred to as the Promotional Period). Actual promotional value may vary based on a number of reasons, including but not limited to: start date and actual number of employees paid.

Other

Start Date: Payroll:7/10/2018

ADP's Fees for Service will be debited directly out of client's bank account of their choosing seven (7) days

\$226,047.80

from invoice date.

Expiration Date: 4/7/2018

Summary

Estimated Annual Net Investment: \$246,302.32 Total Implementation: \$20,002.00

Estimated Annual Net Investment during promotional period:

agreeing to such terms and conditions and to the listed prices.

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





Kentucky State University 260 Academic Services Building Frankfort, KY 40601 United States Executive Contact
Kevin Appleton
CFO
kevin.appleton@kysu.edu
(502) 597-6000

ADP, LLC	Client: Kentucky State University	
Signature:	Signature:	
Name:	Name:	
Title:	Title:	
Date:	Date:	

Thank you for your consideration



ADP Workforce Now Comprehensive Services MASTER SERVICES AGREEMENT

		02-21-2018
		(Effective Date)
ADP, LLC:	One ADP Boulevard Roseland New Jersey 07068	(referred to herein as "ADP")
CLIENT:	Kentucky State University	(referred to herein as "Client")
	260 Academic Services Building Frankfort, KY 40601, United States	
Attention:	Kevin Appleton	
	k	

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 ADP Workforce Now Comprehensive Services Master Services Agreement (the "Agreement")

	GENERAL TERMS AND CONDITIONS
ANNEX D:	ADP WORKFORCE NOW COMPREHENSIVE PAYROLL SERVICES
Agentin to the control of the contro	ESSENTIAL ACA
	ALINE CARD SERVICES
	EMPLOYMENT VERIFICATION SERVICES
ANNEX X:	ACA SERVICES - ADDITIONAL TERMS AND CONDITIONS FOR ADP
	PROFESSIONALSERVICES (**if Client requires historical data conversion to be
	performed by ADP ProfessionalServices

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.

This Agreement includes the Annexes related to the services selected by Client. 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	ADP, LLC		CLIENT		
(Signature of Authorized Rep	presentative)	(Signature of Authorized	Representative)		
(Name - Please Print)		(Name - Please	Print)		
(Title)	(Date)	(Title)	(Date)		

General Terms and Conditions



1 Definitions.

- **1.1** "ADP" has the meaning set forth on the cover page.
- **1.2** "ADP Application Programs" means the computer software programs and related Documentation, including any updates, modifications or enhancements thereto, that are either delivered or made accessible to Client through a hosted environment by ADP in connection with the Services.
- 1.3 "ADP Comprehensive Services" means ADP's business process outsourcing services delivered via ADP Workforce Now technology that covers the spectrum of human capital management services, including payroll, human resources, time and attendance, recruitment, talent, learning, benefits, among other services.
- "ADP Workforce Now" means ADP's web-based portal which provides a single point of access to ADP online solutions and employee-facing websites and resources related to payroll, HR, benefits, talent, and time and attendance. A general description of the Services can be found at www.productdescription.majoraccounts.adp.com (which may be modified from time to time provided, however, that any such modifications will not have a material adverse impact on any of the Services Client is receiving).
- **1.5** "Agreement" means this ADP Comprehensive Services- Master Services Agreement, consisting of the signature pages, the General Terms and Conditions, all exhibits, annexes, addendum, appendices and schedules, and each Amendment, if any.
- "Affiliate" means any individual, corporation or partnership or any other entity or organization (a "person") that controls, is controlled by or is under common control with Client. For purposes of the preceding definition, "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, whether through ownership of voting securities or by contract or otherwise.
- 1.7 "API" means ADP approved application programming interface(s) that support point to point interaction of different systems.
- **1.8** "Approved Country" means each country in which, subject to the terms of this Agreement, Client is authorized to use or receive the Services. The Approved Country for the Services is the United States.
- 1.9 "Access Country" means each country in which, subject to the terms of this Agreement, Client is authorized to use or access the HR and/or Talent modules of ADP Workforce Now (but specifically excluding document cloud services and any other modules/tools that ADP, in its sole discretion, determines shall not be accessible to Client employees located outside the United States) and as approved by ADP. A list of Access Countries for the applicable Services is found at found at www.productdescription.majoraccounts.adp.com.
- **1.10** "Business Day" means any day, except a Saturday, Sunday or a day on which ADP's bank is not open for business in the applicable jurisdiction where services are provided by ADP.
- 1.11 "Buy Out Fee" has the meaning set forth in Section 12.4
- **1.12** "Client" has the meaning set forth on the cover page.
- **1.13** "Client Content" means all information and materials provided by Client, its agents or employees, regardless of form, to ADP under this Agreement.
- **1.14** "Client Group" means Client and Client's Affiliates means Client and Client's Affiliates who are receiving Services under this Agreement pursuant to a Sales Order.
- 1.15 "Client Infringement Event" means (i) any change, or enhancement in the Services made by Client or any third party on behalf of Client other than at the direction of, or as approved by, ADP, (ii) Client's use of the Services except as contemplated by this Agreement, or (iii) to the extent ADP Application Programs include computer software programs, Client's use of other than the most current release or version of such computer software programs included in the ADP Application Programs, or Client's failure to use corrections or enhancements to such computer software programs included in the ADP Application Programs, in each case provided by ADP to Client at no charge, that results in a claim or action for infringement that could have been avoided by use of such current release or version, or by such corrections or enhancements.
- **1.16 "Confidential Information"** means all information of a confidential or proprietary nature, including pricing and pricing related information and all Personal Information, provided by the disclosing party to the receiving party under this Agreement but does not include (i) information that is already known by the receiving party, (ii) information that becomes generally available to the public other than as a result of disclosure by the receiving party in violation of this Agreement, and (iii) information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis.
- **1.17** "Documentation" means all manuals, tutorials and related materials that may be provided or made available to Client by ADP in connection with the Services.
- 1.18 "General Terms and Conditions" means the terms and conditions contained in this Annex A.
- **1.19 "Gross Negligence"** has the meaning set forth in Section 7.3.1.
- 1.20 "FCRA" Fair Credit Reporting Act, 15 U.S.C. §1681 et seq.
- **1.21** "Improvements" has the meaning set forth in Section 5.4
- **1.22** "Incident" means a security breach (as defined in any applicable law) or any other event that compromises the security, confidentiality or integrity of Client's Personal Information.
- **1.23** "Indemnitees" has the meaning set forth in Section 6.3
- **1.24** "Indemnitor" has the meaning set forth in Section 6.3.
- **1.25** "Initial Term" means the period beginning as of the Effective Date and ending two (2) years after the date of Client's first monthly invoice for Services.
- **1.26** "Intellectual Property Rights" means all rights, title and interest to or in patent, copyright, trademark, service mark, trade secret, business or trade name, know-how and rights of a similar or corresponding character

General Terms and Conditions



- **1.27** "Internal Business Purposes" means the usage of the Services solely by the Client Group for its own internal business purposes, without the right to provide service bureau or other data processing services, or otherwise share or distribute the Services, to any party outside the Client Group, unless expressly contemplated by this Agreement.
- 1.28 "Kick-off Call" has the meaning set forth in Section 11.4.
- **1.29** "NACHA" means the National Automated Clearing House Association.
- **1.30** "OFAC" means the Office of Foreign Assets Control.
- **1.31** "Payee" means any intended recipient of payments under the Payment Services and may include Client's employees, taxing authorities, governmental agencies, suppliers, benefit carriers and/or other third parties; provided that in the case of ADP Wage Payment Services, Payee shall be limited to Client's employees and independent contractors.
- **1.32** "Payment Services" means any Services that involve electronic or check payments being made by ADP to third parties on Client's behalf and at its direction.
- **1.33** "Personal Information" means information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to such person's physical, physiological, mental, economic, cultural or social identity.
- **1.34 "Price Agreement"** means a supplemental agreement between the parties that addresses future price rate increase on certain Services over a specific period of time.
- 1.35 "Renewal Term" means each additional one (1) year period after the Initial Term.
- **1.36** "Sales Order(s)" means the document(s) between the parties that lists the specific Services purchased by Client Group from ADP.
- **1.37** "Services" means the services (including implementation services related thereto) listed in any Sales Order, and such other services as the parties may agree to be performed from time to time.
- **1.38** "SOC 1" means any routine Service Organization Control 1 reports.
- 1.39 "Term" means, either individually or collectively, the Initial Term and each Renewal Term.
- 1.40 "Termination Event" means with respect to any party, the occurrence of any of the following: (i) under the applicable bankruptcy laws or similar law regarding insolvency or relief for debtors, (A) a trustee, receiver, custodian or similar officer is appointed over a party's business or property, (B) a party seeks to liquidate, wind-up, dissolve, reorganize or otherwise obtain relief from its creditors, or (C) an involuntary proceeding is commenced against a party and the proceeding is not stayed, discharged or dismissed within thirty (30) days of its commencement, or (ii) a party's Standard and Poor's issuer credit rating falls to or below BB.
- **1.41** "User" means any single natural person who, subject to the terms of this Agreement, is authorized by Client to use, access or receive the Services.
- **1.42** "Verification Agent" has the meaning set forth in Section 14.1.6.1.1.
- **1.43** "Verification Data" has the meaning set forth in Section 14.1.6.1.1.
- **1.44** "Verifiers" has the meaning set forth in Section 14.1.6.1.1.

2 Provision and Use of Services

- 2.1 Provision of Services. ADP, or one of its Affiliates, will provide the Services to Client in accordance with the terms of this Agreement and any applicable Sales Order(s). ADP will provide the Services in a good, diligent and professional manner in accordance with industry standards, utilizing personnel with a level of skill commensurate with the Services to be performed. ADP's performance of the Services (including any applicable implementation activities) is dependent upon the timely completion of Client's responsibilities and obligations under this Agreement. Without limitation of the foregoing, Client will timely provide the Client Content necessary for ADP to provide the Services.
- **2.2 Cooperation.** ADP and Client will work together to implement the Services. Client will cooperate with ADP and execute and deliver all documents, forms, or instruments necessary for ADP to implement and render the Services. Client will provide ADP with all reasonable and necessary Client Content in the format requested by ADP, and will otherwise provide all reasonable assistance required of Client in order for ADP to implement the Services.
- 2.3 Use of Services. Client will use the Services in accordance with the terms of this Agreement and solely for its own Internal Business Purposes in the Approved Country and the Access Countries. Client will be responsible for the use of the Services by the Client Group and the Users in accordance with the terms of this Agreement. Client is responsible for the accuracy and completeness of the Client Content provided to ADP.
- **2.4 Errors.** Client will promptly review all documents and reports produced by ADP and provided or made available to Client in connection with the Services and promptly notify ADP of any error, omission, or discrepancy with Client's records. ADP will promptly correct such error, omission or discrepancy and, if such error, omission or discrepancy was caused by ADP, then such correction will be done at no additional charge to Client.
- 2.5 Records. Without prejudice to ADP's obligation to retain the data necessary for the provision of the Services, ADP does not serve as Client's record keeper and Client will be responsible for retaining copies of all documentation received from and Client Content provided to ADP in connection with the Services to the extent required by Client.

3 Compliance.

- **3.1.** Applicable Laws. Each party will comply with applicable laws and regulations that affect its business generally, including any applicable anti-bribery, export control and data protection laws
- **3.2. Design of the Services**. ADP will design the Services, including the functions and processes applicable to the performance of the Services, to assist the Client in complying with its legal and regulatory requirements applicable to the Services, and ADP will be responsible for the accuracy of such design. Client and not ADP will be responsible for (i) how it uses the Services to comply with its legal and regulatory requirements and (ii) the consequences of any instructions that it gives or fails to give to ADP, including as part of the implementation of the Services, provided ADP follows such instructions.

General Terms and Conditions



- Services do not include any legal, financial, regulatory, benefits, accounting or tax advice.
- **3.3. Online Statements.** If Client instructs ADP to provide online pay statements, Forms W2, Forms 1099 or Forms 1095-C, as applicable, without physical copies thereof, Client will be exclusively responsible for determining if and to what extent Client's use of online pay statements, Forms W2, Forms 1099 or Forms 1095-C, as applicable, satisfies Client's obligations under applicable laws and the consequences resulting from such determinations.
- **3.4. Data Protection Laws**. Client represents that Personal Information transferred by Client or at Client's direction to ADP has been collected in accordance with applicable privacy laws, and ADP agrees that it shall only process the Personal Information as needed to perform the Services, or as required or permitted by law.

4 Confidentiality

- General. All Confidential Information disclosed under this Agreement will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose to any third party the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information. The receiving party will limit access to Confidential Information to its employees with a need to know the Confidential Information and will instruct those employees to keep such information confidential. ADP may disclose Client's Confidential Information on a need to know basis to (i) ADP's subcontractors who are performing the Services, provided that ADP shall remain liable for any unauthorized disclosure of Client's Confidential Information by those subcontractors, (ii) employees of ADP's Affiliates, provided such employees are instructed to keep the information confidential as set forth in this Agreement and (iii) social security agencies, tax authorities and similar third parties, to the extent strictly necessary to perform the Services. ADP may use Client's and its employees' and other Services recipients' information in an aggregated, anonymized form, such that neither Client nor such person may be identified, and Client will have no ownership interest in such aggregated, anonymized data. Client authorizes ADP to release employee-related data, and such other data as required to perform the Services, to third party vendors of Client as designated by Client from time to time. Notwithstanding the foregoing, the receiving party may disclose Confidential Information (x) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, (y) as appropriate to respond to any summons or subpoena or in connection with any litigation and (z) to the extent necessary to enforce its rights under this Agreement.
- **4.2 Return or Destruction**. Upon the request of the disclosing party or upon the expiration or earlier termination of this Agreement, and to the extent feasible, the receiving party will return or destroy all Confidential Information of the disclosing party in the possession of the receiving party, provided that each party may maintain a copy if required to meet its legal or regulatory obligations and may maintain archival copies stored in accordance with regular computer back-up operations. To the extent that any portion of Confidential Information of a disclosing party remains in the possession of the receiving party, such Confidential Information shall remain subject to the generally applicable statutory requirements and the confidentiality protections contained in Section 4.1.
- 4.3 Transfer. The Services may be performed by ADP Affiliates or subcontractors located in other countries, and ADP may transfer or permit access to Client's Confidential Information, including employees' Personal Information, for the purposes of performing the Services outside of Canada and the United States of America. As a result, Client's employees' Personal Information may be subject to the laws of such jurisdictions and may be accessible to the courts and law enforcement authorities of those jurisdictions. Notwithstanding the foregoing, ADP will remain responsible for any unauthorized disclosure or access of Client's employees' Personal Information by any ADP Affiliate or subcontractor in the performance of any such Services.

5 Intellectual Property

- 5.1 Client IP Rights. Except for the rights expressly granted to ADP in this Agreement, all rights, title and interests in and to Client Content, including all Intellectual Property Rights inherent therein and pertaining thereto, are owned exclusively by Client or its licensors. Client hereby grants to ADP for the term of this Agreement a non-exclusive, worldwide, non-transferable, royalty-free license to use, edit, modify, adapt, translate, exhibit, publish, reproduce, copy and display the Client Content for the sole purpose of performing the Services; provided Client has the right to pre-approve the use by ADP of any Client trademarks or service marks.
- 5.2 ADP IP Rights. Except for the rights expressly granted to Client in this Agreement, all rights, title and interest in and to the Services, including all Intellectual Property Rights inherent therein and pertaining thereto, are owned exclusively by ADP or its licensors. ADP grants to Client for the term of this Agreement a personal, non-exclusive, non-transferable, royalty-free license to use and access the ADP Application Programs solely for the Internal Business Purposes in the Approved Countries and the Access Countries. The ADP Application Programs do not include any Client-specific customizations unless otherwise agreed in writing by the parties. Client will not obscure, alter or remove any copyright, trademark, service mark or proprietary rights notices on any materials provided by ADP in connection with the Services, and will not copy, decompile, recompile, disassemble, reverse engineer, or make or distribute any other form of, or any derivative work from, such ADP materials.
- 5.3 Ownership of Reports. Client will retain ownership of the content of reports and other materials that include Client Content produced and delivered by ADP as a part of the Services, provided that ADP will be the owner of the format of such reports. To the extent any such reports or other materials incorporate any ADP proprietary information, ADP (i) retains sole ownership of such proprietary information and (ii) provides the Client a fully paid up, irrevocable, perpetual, royalty-free license to access and use same for its Internal Business Purposes without the right to create derivative works (other than derivative works to be used solely for its Internal Business Purposes) or to further distribute any of the foregoing rights outside the Client Group.

General Terms and Conditions



5.4 Improvements. ADP will make available to Client, at no additional cost, software improvements, enhancements, or updates to any ADP Application Programs that are included in the Services (collectively "Improvements") if and as they are made generally available by ADP at no additional cost to ADP's other clients using the same ADP Application Programs as Client and receiving the same Services as Client. All Improvements provided under this Section 5.4 shall be considered part of the ADP Application Programs.

6 Indemnities

- **6.1 ADP Indemnity**. Subject to the remainder of this Section 6.1, and Section 6.3 and 7, ADP shall defend Client in any suit or cause of action, and indemnify and hold Client harmless against any damages payable to any third party in any such suit or cause of action, alleging that the Services or ADP Application Programs, as provided by ADP and used in accordance with the terms of this Agreement, infringe upon any Intellectual Property Rights of a third party in an Approved Country. The foregoing infringement indemnity will not apply and ADP will not be liable for any damages assessed in any cause of action to the extent resulting from a Client Infringement Event or ADP's use of Client Content as contemplated by this Agreement. If any Service is held or believed to infringe on any third-party's Intellectual Property Rights, ADP may, in its sole discretion, (i) modify the Service to be non-infringing, (ii) obtain a license to continue using such Service, or (iii) if neither (i) nor (ii) are practical, terminate this Agreement as to the infringing Service.
- **6.2 Client Indemnity**. Subject to Sections 6.3 and 7, Client will defend ADP against any third party claims and will indemnify and hold ADP harmless from any resulting damage awards or settlement amounts in any cause of action to the extent such cause of action is based on the occurrence of a Client Infringement Event or ADP's use of Client Content as contemplated by this Agreement.
- 6.3 Indemnity Conditions. The indemnities set forth in this Agreement are conditioned on the following: (i) the party claiming indemnification (the "Indemnitee") shall promptly notify the indemnifying party (the "Indemnitor") of any matters in respect of which it seeks to be indemnified, and shall give the Indemnitor full cooperation and opportunity to control the response thereto and the defense thereof, including without limitation any settlement thereof, (ii) the Indemnitor shall have no obligation for any claim under this Agreement if the Indemnitee makes any admission, settlement or other communication regarding such claim without the prior written consent of the Indemnitor, which consent shall not be unreasonably withheld, and (iii) the Indemnitee's failure to promptly give notice to the Indemnitor shall affect the Indemnitor's obligation to indemnify the Indemnitee only to the extent the Indemnitor's rights are materially prejudiced by such failure. The Indemnitee may participate, at its own expense, in such defense and in any settlement discussions directly or through counsel of its choice.

7 Limit on Liability

- 7.1 Ordinary Cap. Notwithstanding anything to the contrary in this Agreement and subject to the remainder of this Section 7, neither party's aggregate limit on monetary damages in any calendar year shall exceed an amount equal to six (6) times the average ongoing monthly Services fees paid or payable to ADP by Client during such calendar year (the "Ordinary Cap"). ADP will issue Client a credit(s) equal to the applicable amount and any such credit(s) will be applied against subsequent fees owed by Client.
- 7.2 Extraordinary Cap. As an exception to Section 7.1, if damages (monetary or otherwise) arise from a breach of Section 4.1 (Confidentiality) or Section 9.3 (Data Security), the Ordinary Cap will be increased by an additional six (6) times the average ongoing monthly Service fees paid or payable to ADP by Client during such calendar year (the "Extraordinary Cap"). For the avoidance of doubt, in no case shall either party's aggregate limit on monetary damages in any calendar year under this Agreement exceed twelve (12) times the average monthly ongoing Service fees paid or payable to ADP by Client during such calendar year.
- 7.3 Matters not Subject to Either Cap. The limitations of liability set forth in Sections 7.1 and 7.2 shall not apply to:
 - 7.3.1 Either party's Gross Negligence, or willful, criminal or fraudulent misconduct; for the purposes of this Agreement, "Gross Negligence" shall be defined as: (1) willful, wanton, careless or reckless conduct, misconduct, failures, omissions, or disregard of the duty of care towards others of a risk known or so obvious that the actor must be taken to have been aware of it, and with an intent to injure or so great as to make it highly probable that harm would follow and/or (2) failure to use even the slightest amount of care, or conduct so reckless, as to demonstrate a substantial lack of concern for the safety of others. For the avoidance of doubt, Gross Negligence must be more than any mere mistake resulting from inexperience, excitement, or confusion, and more than mere thoughtlessness or inadvertence or simple inattention;
 - **7.3.2** The infringement indemnity set forth in Sections 6.1 and 6.2;
 - **7.3.3** Client's obligations to pay the fees for Services;
 - **7.3.4** ADP's obligations to provide credit monitoring and notifications as set forth in Section 10.2;
 - 7.3.5 Client's funding obligations in connection with the Payment Services;
 - 7.3.6 ADP's loss or misdirection of Client funds in possession or control of ADP due to ADP's error or omission;
 - 7.3.7 In connection with the Employment Tax Services as provided in Annex B, (a) interest charges imposed by an applicable tax authority on Client for the failure by ADP to pay funds to the extent and for the period that such funds were held by ADP and (b) all tax penalties resulting from ADP's error or omission in the performance of such Service. The provisions of this Section 7.3.7 shall only apply if (x) Client permits ADP to act on Client's behalf in any communications and negotiations with the applicable taxing authority that is seeking to impose any such penalties or interest and (y) Client assists ADP as reasonably required by ADP.
 - 7.3.8 Client's use or access of the Services and/or ADP Application Programs outside of the Approved Countries and/or Access Countries.
- **7.4 Mitigation of Damages.** ADP and Client will each use reasonable efforts to mitigate any potential damages or other adverse consequences arising from or relating to the Services.

General Terms and Conditions



7.5 No Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT AND ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW, NONE OF ADP, CLIENT OR ANY BANK WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS OR PROFITS, BUSINESS INTERRUPTIONS OR HARM TO REPUTATION) THAT ANY OTHER PARTY OR ITS RESPECTIVE AFFILIATES MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The foregoing exclusion shall not apply to claims for consequential damages arising from ADP's or Client's (i) willful, criminal or fraudulent misconduct, or (ii) breach or breaches of Section 4.1 or Section 9.3 under this Agreement; provided however, that any consequential damages recovered by Client or ADP in a calendar year for claims pursuant to Section 7.5(ii) will be subject to the Extraordinary Cap set forth in Section 7.2 above.

8 Warranties and Disclaimer

- **8.1** Warranties. Each party warrants that (i) it has full corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby and (ii) this Agreement has been duly and validly executed and delivered and constitutes the valid and binding agreement of the parties, enforceable in accordance with its terms.
- 8.2 DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ALL SERVICES, ADP APPLICATION PROGRAMS AND EQUIPMENT PROVIDED BY ADP OR ITS SUPPLIERS ARE PROVIDED "AS IS" AND ADP AND ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COMPLETENESS, CURRENTNESS, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS, VIRUSES OR ANY OTHER MALICIOUS CODE, WITH RESPECT TO THE SERVICES, THE ADP APPLICATION PROGRAMS, ANY CUSTOM PROGRAMS CREATED BY ADP OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP AND RESULTS OBTAINED THROUGH THE USE THEREOF.

9 Security and Controls

- 9.1 Service Organization Control Reports. Following completion of implementation of any applicable Services, ADP will, at Client's request and at no charge, provide Client with copies of any routine Service Organization Control 1 reports ("SOC 1 Reports") (or any successor reports thereto) directly related to the core ADP Products utilized to provide the Services provided hereunder for Client and already released to ADP by the public accounting firm producing the report. SOC 1 Reports are ADP Confidential Information and Client will not distribute or allow any third party (other than its independent auditors) to use any such report without the prior written consent of ADP. Client will instruct its independent auditors or other approved third parties to keep such report confidential and Client will remain liable for any unauthorized disclosure of such report by its independent auditors or other approved third parties.
- **9.2 Business Continuity; Disaster Recovery.** ADP has established and will maintain a commercially reasonable business continuity and disaster recovery plan and will follow such plan.
- **9.3 Data Security.** ADP has established and will maintain an information security program containing appropriate administrative, technical and physical measures to protect Client data (including any Personal Information therein) against accidental or unlawful destruction, alteration, unauthorized disclosure or access consistent with applicable laws. In the event ADP suspects any unauthorized access to, or use of, the Services, ADP may suspend access to the Services to the extent ADP deems necessary to preserve the security of the Client's data.

10 Data Security Incident

- **10.1 Notification.** If ADP becomes aware of a security breach (as defined in any applicable law) or any other event that compromises the security, confidentiality or integrity of Client's Personal Information (an "**Incident**"), ADP will take appropriate actions to contain, investigate and mitigate the Incident. ADP shall notify Client of an Incident as soon as reasonably possible.
- 10.2 Other ADP Obligations. In the event that an Incident is the result of the failure of ADP to comply with the terms of this Agreement, ADP shall, to the extent legally required or otherwise necessary to notify the individuals of potential harm, bear the actual, reasonable costs of notifying affected individuals. ADP and Client shall mutually agree on the content and timing of any such notifications, in good faith and as needed to meet applicable legal requirements. In addition, where notifications are required and where such monitoring is practicable and customary, ADP shall also bear the cost of one year of credit monitoring to affected individuals in applicable jurisdictions.

11 Payment Terms

- 11.1 Fees and Fee Adjustments. Client will pay to ADP the fees and other charges for the Services at the rates set forth in the Sales Order for the Initial Term. Total fees charged, including within the Initial Term, may change commensurate with the number of Client's employees being serviced. The fees presented in the Sales Order were calculated based upon particular assumptions relative to Client requirements (including funding requirements), specifications, volumes and quantities as reflected in the applicable Sales Order and related documentation, and if Client's actual requirements vary from what is stated, ADP may adjust the fees based on such changes. The fees do not include any customizations to any Service. ADP may increase prices for Services at any time after the Initial Term upon at least thirty (30) days prior written notice to Client.
- **11.2** Additional Services and Charges. If Client requests additional services offered by ADP not included in this Agreement, and ADP agrees to provide such services: (i) those services and related fees will be included in a separate Sales Order; (ii) any Services provided to Client but not included in a Sales Order will be provided subject to the terms of this Agreement and charged at the applicable rates as they occur; and (iii) those services will be considered to be "Services" for purposes of this

General Terms and Conditions



Agreement. Additional charges may be assessed Client in relation to the performance of the Services in certain circumstances, including without limitation, late funding, an insufficient funds notification and emergency payment requests from Client.

- **11.3** Fees for Implementation Services. Implementation fees are due and payable by Client when billing begins for the Services in accordance with Section 11.4.
- 11.4 Invoicing. Client will be invoiced for fees on a monthly billing cycle. If Client is purchasing Comprehensive HR alone or with any other of the ADP Comprehensive Services, billing shall begin starting the monthly billing cycle following the initial kickoff call with Client's applicable ADP Relationship Manager (the "Kick-off Call"). If Client is purchasing Comprehensive Benefits and/or Comprehensive Payroll (without Comprehensive HR), billing shall begin upon the earlier of (a) the date the Client is first able to use the services in a live production environment or (b) ninety (90) days from the Kick-off Call. ADP will notify Client of all applicable Services fees payable by Client by way of invoice or other method (i.e. ADP's on-line reporting tool). Client will pay the amount on each invoice or such other similar document in full within seven (7) days of notification via the agreed to method of payment. All amounts not paid when due are subject to a late payment charge of one and one-half percent (1½%) per month (not to exceed the maximum allowed by applicable law) of the past due amount from the due date until the date paid.
- **11.5** Currency. Client shall pay the fees in US dollars.
- **11.6 Taxes.** Unless Client provides ADP a valid tax exemption or direct pay certificate, Client will pay directly, or will pay to ADP, an amount equal to all applicable taxes or similar fees levied or based on the Agreement or the Services, exclusive of taxes based on ADP's net income.
- **11.7 Postage, Shipping Travel and out-of-pocket expenses**. ADP will invoice Client for postage charges, delivery charges, other third party charges, and reasonable travel and out-of-pocket expenses as necessary to provide the Services.
- 11.8 Funding Requirements and Disbursement Disclosures. With respect to Payment Services to be deducted by ACH or Pre-Authorized Debit, Client must have sufficient good funds for payment of the payroll obligations, tax filing obligations, wage garnishment deduction obligations, service fees (as applicable), expenses, and any other applicable charges, to be direct debited from Client's designated account no later than one (1) banking day prior to the pay date for the applicable payroll (in the case of payroll processing services), or as otherwise agreed by the parties. For reverse wire clients, funds must be available (a) one (1) banking day prior to the pay date for the applicable payroll (in the case of the ADP Employment Tax Services) and (b) two (2) banking days prior to the pay date for all other Payment Services, or as otherwise agreed by the parties. In consideration for the additional costs incurred by ADP in providing wire transfer service, Client agrees to pay a reasonable fee (currently \$10.00) for each wire transfer. Notwithstanding the foregoing, ADP reserves the right to modify the aforementioned deadlines at any time and will communicate any such modifications to Client.

12 Term; Termination; Suspension

- **12.1 Term.** This Agreement is effective for the Initial Term and will automatically renew at the end of any Term for additional Renewal Terms unless terminated by either party upon written notice given at least ninety (90) days prior to the end of such Term.
- 12.2 Termination for Cause. Either party may terminate this Agreement for the other's material breach of this Agreement if such breach is not cured within sixty (60) days following notice thereof or in the event either party is the subject of a Termination Event. In addition, ADP may terminate this Agreement in the event Client fails to timely pay fees for Services performed within ten (10) days following notice that such fees are past due. ADP may also terminate this Agreement or the Services immediately on written notice to Client if the provision of Service to Client causes or will cause any affiliate or subsidiary of ADP to be in violation of any laws, rules or regulations applicable to such affiliate or subsidiary. Notwithstanding anything to the contrary in this Agreement, email will be considered adequate notification for the purposes of this Section 12.
- 12.3 Suspension. Without limiting the foregoing, the parties agree that Payment Services involve credit risk to ADP. Payment Services may be suspended by ADP (A) immediately if: (i) Client has failed to remit sufficient, good and available funds within the deadline and via the method of delivery agreed upon as it relates to the applicable Payment Services; or (ii) Client breaches any rules promulgated by NACHA as it relates to ADP conducting electronic payment transactions on behalf of Client, and (B) with twenty-four (24) hour notice if: (i) a bank notifies ADP that it is no longer willing to originate debits from Client's account(s) or credits for Client's behalf for any reason or (ii) the authorization to debit Client's account is terminated or ADP reasonably believes that there is or has been fraudulent activity on the account. If the Payment Services are terminated or suspended pursuant to Sections 12.2 or 12.3, Client acknowledges that ADP shall be entitled to allocate any funds in ADP's possession that have been previously remitted or otherwise made available by Client to ADP relative to the Payment Services in such priorities as ADP may determine appropriate, including reimbursing ADP for payments made by ADP on Client's behalf to a third party. If the Payment Services are terminated by ADP, Client understands that it will (x) immediately become solely responsible for all of Client's third party payment obligations covered by the Payment Services then or thereafter due (including, without limitation, for ADP Employment Tax Services any and all penalties and interest accruing after the date of such termination, other than penalties and interest for which ADP is responsible under Section 7.3.7), and (y) reimburse ADP for all payments properly made by ADP on behalf of Client to any payee, which have not been paid or reimbursed by Client. If the Payment Services remain suspended for thirty (30) days, the Payment Services will be terminated on the thirty-first (31st) day following suspension.

General Terms and Conditions



- 12.4 Early Termination; Buy Out Fee. In order for ADP to recoup certain costs associated with the Services provided under the Agreement in the event of an early termination, if Client terminates Services or the Agreement in whole or in part for convenience or ADP terminates Agreement pursuant to Section 12.2 or 12.3 above, Client will reimburse ADP for its costs (including unamortized investments and any costs incurred that have not been recovered from fees charged) associated with the termination of the Services as a percentage of the estimated aggregate ongoing fees for Services (the "Buy Out Fee"). The Buy Out Fee shall be equal to fifty percent (50%) of A multiplied by B where A equals the number of months remaining in the Term, as of the effective date of termination, and B equals the average monthly fee for the terminated Services. If monthly fees for Services have not been payable at the time of termination, B above shall be equal to the estimated monthly fees that would have been payable under the Agreement. In the case of a partial termination, ADP may adjust the fees for the remaining Services accordingly. Client shall also pay the Buy Out Fee in the event of any reduction in Client's volume or usage of Services by more than fifty percent (50%).
- **12.5** Additional Termination Provisions for Employment Verification Services. ADP may, in its sole discretion, terminate the Employment Verification Services at any time upon ninety (90) days prior written notice to Client should a Verification Agent notify ADP that it is no longer willing to provide the Employment Verification Services and ADP, after taking commercially reasonable steps, cannot engage a successor Verification Agent.
- **12.6 Post Termination**. At any time prior to the actual termination date, Client may download Client's information or reports available to it in conjunction with all of the Services provided to Client by ADP. Upon termination of this Agreement, Client may order from ADP any data extraction offered by ADP, at the then prevailing hourly time and materials rate.
- 13 Reserved.
- **14** Additional Terms. In addition to the terms set forth in any subsequent Annexes attached hereto, the following terms shall apply (except as otherwise noted).
 - **14.1 Payroll Services.** Administration and processing of payroll including performing gross-to-net calculations and generating and/or transmitting of payment instructions, and also including:
 - 14.1.1 ADP Wage Payment Services. Payment of wages, commissions, consulting fees, or similar compensation or work-related expenses in the employment context to employees and independent contractors via direct deposit, check, or payroll debit cards, in each case to the extent the method of payment delivery is in scope, and online posting of pay statements to the extent applicable. Such services may be provided via ADPCheck Services, ADP Direct Deposit Services, and ALINE Card Services (if elected additional terms set forth in Annex J shall apply). The following additional terms and conditions apply to the ADP Wage Payment Services:
 - **14.1.1.1 Client Credentialing.** Client understands and acknowledges that the implementation and ongoing provision of Payment Services are conditioned upon Client passing (and continuing to pass) a credentialing process that ADP may deem necessary in connection with the provision of Payment Services.
 - **14.1.1.2** Additional Requirements. Payment Services may be subject to the rules and standards of any applicable clearing house, payment and/or card networks or associations. Client and ADP each agree to comply with all such rules and standards applicable to it with respect to the Payment Services.
 - 14.1.1.3 Funding Obligations. Client acknowledges that ADP is not a lender. As such, as a condition to receiving services, Client will remit or otherwise make available to ADP sufficient, good and available funds within the agreed-to deadline and via the agreed-to method of delivery to satisfy all of Client's third-party payment obligations covered by the Agreement. ADP will apply such funds to satisfy such third-party payment obligations. ADP will not be required to provide Payment Services if ADP has not received all funds required to satisfy Client's third-party payment obligations. Client will immediately notify ADP if it knows or should know that it will not have sufficient funds to satisfy the amounts required in connection with the Payment Services. If Client has a material adverse change in its condition, ADP may modify the funding method or deadline by which funds must be made available to ADP for payment to Payees. Client agrees to pay to ADP upon demand any amounts that have been paid by ADP to satisfy Client's third party payment obligations prior to receiving such amounts from Client.
 - 14.1.1.4 Investment Proceeds; Commingling of Client Funds. IF ADP RECEIVES CLIENT'S FUNDS IN ADVANCE OF THE TIME ADP IS REQUIRED TO PAY SUCH FUNDS TO THIRD PARTIES, ALL AMOUNTS EARNED ON SUCH FUNDS, IF ANY, WHILE HELD BY ADP WILL BE FOR THE SOLE ACCOUNT OF ADP. ADP may commingle Client's funds with similar funds from other clients and with similar ADP and ADP-administered funds. ADP utilizes a funds control system that maintains general ledger entries by Client and/or by jurisdiction.
 - 14.1.1.5 Recovery of Funds; Stop Payment Requests. Client agrees to cooperate with ADP and any other third parties to recover funds erroneously issued or transferred to any Payee or credited to any Payee's account. If Client desires to stop payment on any check or to recall or reverse any electronic payment, Client will provide ADP with a stop payment request in the form required by ADP. Client acknowledges that ADP's placement of a stop order request is not a guarantee that such stop payment will occur.
 - 14.1.1.6 ADPCheck Services Payment of wages, commissions, consulting fees, or similar compensation or work-related expenses in the employment context to employees and independent contractors via direct deposit, check, or payroll debit cards, in each case to the extent the method of payment delivery is in scope, and online posting of pay statements to the extent applicable. Such services may be provided via ADPCheck Services, ADP Direct Deposit Services, and ALINE Card Services (if elected additional terms set forth in Annex J shall apply

General Terms and Conditions



- **14.1.1.7 Full Service Direct Deposit (FSDD).** Prior to the first credit to the account of any employee or other individual under FSDD services, Client shall obtain and retain a signed authorization from such employee or individual authorizing the initiation of credits to such party's account and debits of such account to recover funds credited to such account in error.
- **14.1.2 ADP Employment Tax Services.** Coordination of payroll-related tax and/or regulatory agency deposits, filings, and reconciliations on behalf of employers. The following additional terms and conditions apply to the ADP Employment Tax Services:
 - 14.1.2.1 Important Tax Information (IRS Disclosure). Notwithstanding Client's engagement of ADP to provide the ADP Employment Tax Services in the United States, please be aware that Client remains responsible for the timely filing of payroll tax returns and the timely payment of payroll taxes for its employees. 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; that state tax authorities generally offer similar means to verify tax payments; and that Client may contact appropriate state offices directly for details.
- **14.1.3 State Unemployment Insurance Management.** Subject to Section 15.7, Client's compliance with its obligations in Sections 14.1.3.1 and 14.1.3.2 herein, and any delays caused by third parties (e.g., postal service, agency system and broker delays) and events beyond ADP's reasonable control, ADP will deliver the State Unemployment Insurance Management Services ("SUI Management Services") within the time periods established by the relevant unemployment compensation agencies.
 - **14.1.3.1 Provision of Information; Contesting Claims.** Client will on an ongoing basis provide ADP and not prevent ADP from furnishing all information necessary for ADP to perform the SUI Management Services within the timeframes established or specified by ADP. The foregoing information includes without limitation the claimants' names, relevant dates, wage and separation information, state-specific required information, and other documentation to support responses to unemployment compensation agencies.
 - 14.1.3.2 Transfer of Data. Client may transfer the information described in Section A to ADP via: (i) on-line connection between ADP and Client's computer system, or (ii) inbound data transmissions from Client to ADP. Client will provide the data using mutually acceptable communications protocols and delivery methods. Client will promptly notify ADP in writing if Client wishes to modify the communication protocol or delivery method.
 - 14.1.3.3 Client acknowledges that ADP is not providing storage or record keeping of Client records as part of the SUI Management Services, and that if the SUI Management Services are terminated, ADP may, in conformity with Section 4 of Annex A, dispose of all such records. If the SUI Management Services are terminated, any access Client has to ADP websites containing Client's data will expire and Client will be responsible for downloading and gathering all relevant data prior to expiration of any such access that may have been granted.
- **14.1.4 Print and Online Statement Services.** Print and distribution of payroll checks, pay statements, and/or year-end statements, as well as online posting of pay statements and/or year-end statements.
- **14.1.5** Wage Garnishment Payment Services. Garnishment payment processing and disbursement of payments to appropriate payees as directed by Client.
 - **14.1.5.1 Description of Services**. ADP will act solely in the capacity of a third party service provider of payment processing.
 - **14.1.5.2 Client's Use of Services**. Client agrees not to distribute any ADPChecks to Payees in a manner that would allow Payees to access the associated funds before pay date.
- **14.1.6 Employment Verification Services.** Client desires to receive and ADP agrees to provide the following Services to Client in addition to those already provided under the Agreement. To the extent Client has not opted out of receipt of Employment Verification Services, the following additional terms and conditions shall apply:
 - 14.1.6.1 Verification Services and Authorization as Agent.
 - 14.1.6.1.1 ADP currently provides the Employment Verification Services through The Work Number®, an Equifax Workforce Solutions service though ADP reserves the right to provide them through another entity (each, a "Verification Agent"). Notwithstanding anything to the contrary in Section 4.1 of Annex A, Client authorizes ADP and its Verification Agents to disclose, on Client's behalf, employment information (including employees' place of employment and employment status) and income information (including total wages per year to date and previous year income) of Client and Client's employees (or former employees) (collectively, "Verification Data"), to commercial, private, non-profit and governmental entities and their agents (collectively, "Verification Data will be disclosed to Verifiers who certify they are entitled to receive such data (as described below) pursuant to the FCRA, and, in the case of income information requests, who additionally certify they have a record of the employee's consent to such disclosure or who utilize a salary key. In accordance with FCRA, Verification Data may be provided to Verifiers where (i) the employee has applied for a benefit (such as credit, other employment or social services assistance); (ii) the employee has obtained a benefit and the Verifier is seeking to (a) determine whether the employee is qualified to continue to receive the benefit; and/or (b) collect a debt or enforce other obligations

General Terms and Conditions



undertaken by the employee in connection with the benefit; or (iii) the Verifier is otherwise entitled under FCRA to obtain the Verification Data. In certifying they have a record of the employee's consent, Verifiers generally rely on the employee's signature on the original application as authorization for the Verifier to access the employee's income data at the time of the application and throughout the life of the obligation. Client understands that Verifiers are charged for commercial verifications processed through ADP or its Verification Agents.

- **14.1.6.1.2 Data Quality.** If requested by ADP, Client agrees to work with ADP during implementation to produce a test file and validate the Verification Data included in the Verification Services database using validation reports made available by ADP or its Verification Agents. If Client uses ADP's hosted payroll processing services, ADP will update the Verification Services database with the applicable Verification Data available on ADP's payroll processing system.
- 14.1.6.1.3 Notice to Furnishers of Information: Obligations of Furnishers of Information ("Notice to Furnishers"). Client certifies that it has read the Notice to Furnishers provided to Client at the following URL: https://www.consumer.ftc.gov/articles/pdf-0092-notice-to-furnishers.pdf. Client understands its obligations as a data furnisher set forth in such notice and under FCRA which include duties regarding data accuracy and investigation of disputes, and certifies it will comply with all such obligations. Client further understands that if it does not comply with such obligations, ADP may correct incorrect Verification Data on behalf of Client or terminate the Employment Verification Services upon ninety (90) days prior written notice to Client.
- **14.1.6.2 Archival Copies**. Notwithstanding anything to the contrary in Annex A, Client agrees that, after the termination of this Agreement, ADP and its Verification Agents may maintain archival copies of the Verification Data as needed to show the discharge and fulfillment of obligations to Client's employees and former employees and the provisions of Section 4.1 of Annex A will continue to apply during the time that ADP and its Verification Agents maintain any such archival copies.
- **14.1.6.3 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 Essential ACA. 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.
- **14.2** Benefits Services. Benefits services are comprised of the following services:
 - **14.2.1 Health and Benefits 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. The following additional terms shall apply:
 - **14.2.2 Carrier Connections.** ADP will, at Client's request, and for an additional charges as set-out in the applicable Sales Order, provide Client with the following Carrier Connections services:
 - **14.2.2.1** 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.
 - 14.2.2.2 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.
 - **14.2.3 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. The following terms shall apply to Essential ACA Services.
 - 14.2.3.1 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.
 - 14.2.3.2 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.
 - **14.2.3.3 Disclaimer.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE SCOPE OF SERVICES, CLIENT EXPRESSLY ACKNOWLEDGES THAT ADP IS NOT THE

General Terms and Conditions



"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 BENEFITPLANS 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.

- **14.2.4 COBRA Services.** Administration of federal COBRA continuation coverage, including required notification and billing. If Client purchases Comprehensive HR and/or Comprehensive Benefits (or purchases COBRA services separately), the following terms relating to COBRA services will apply.
 - **14.2.4.1 Operating Guidelines.** ADP's performance of COBRA Services shall be in accordance with the operating guidelines, including the Benefit Services Client Guide, developed by ADP, as amended from time to time, a copy of which will be provided to Client upon request.
 - **14.2.4.2 Use of Name.** Except for references to ADP as a service provider in IRS Form 5500 or a similar filing as required by ERISA, Client shall not use ADP's name without ADP's prior written consent.
 - 14.2.4.3 Retention of Administrative Fee and Interest. Client agrees that ADP shall retain the two percent (2%) administrative fee allowed by COBRA which shall be added to the premium due. ALL AMOUNTS EARNED ON FUNDS REMITTED TO ADP IN CONNECTION WITH THE SERVICES PENDING DISBURSEMENT TO CLIENT (OR CLIENT'S DESIGNEE) SHALL BE RETAINED BY ADP AS COMPENSATION. AMOUNTS DISBURSED TO ADP ARE HELD BY ADP FOR APPROXIMATELY FIFTEEN (15) DAYS PRIOR TO DISBURSEMENT BY ADP.
 - 14.2.4.4 HIPAA Business Associate Amendment. Pursuant to the federal Health Insurance Portability and Accountability Act, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Care Act passed as part of the American Recovery and Reinvestment Act of 2009 ("ARRA"), the U.S. Department of Health and Human Services regulations entitled "Standards for Privacy of Individually Identifiable Health Information" ("Privacy Rule"), Security Standards for the Protection of Electronic Protected Health Information ("Security Rule") and the Breach Notification for Unsecured Protected Health Information ("Breach Notification Rule"), if COBRA Services are subject to HIPAA then such services are subject to additional terms and conditions located at http://www.adp.com/BAA which are incorporated herein and may be modified from time to time and as required by law.
 - 14.2.4.5 Disbursement of Funds. In connection with COBRA Services, participant payments are received via check or ACH transfer. Payments are reviewed, validated and recorded to the participant's account. At the end of each month, ADP then reconciles payments to the designated client or carrier. Payments are then processed and remitted to the respective payees (Client or to Client's designated carriers) within the applicable grace period. If participant pays more than billed, funds are held in participant's account and applied to the following month. If the overpaid amount is requested for a refund, ADP holds payment for 14-21 days before refund can be issued.
- **14.2.5** Other Terms Applicable to Benefits Services. The following additional terms apply to ADP Comprehensive Benefits (if purchased by Client), COBRA Services and Consumer Health & Spending Accounts (if purchased by Client):
 - 14.2.5.1 Benefits Liaison. Client shall designate in writing to ADP one or more contacts for the Benefit Services ("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.
 - **14.2.5.2 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 Benefits Plans with such laws.
 - 14.2.5.3 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), NOR IS ADP A "HEALTH CARE CLEARINGHOUSE" WITHIN THE MEANING OF SECTION 1171 OF HIPAA AND CLIENT SHALL NOT REQUEST OR OTHERWISE REQUIRE ADP TO ACT AS SUCH. ADP SHALL NOT EXERCISE ANY DISCRETIONARY AUTHORITY OR DISCRETIONARY CONTROL RESPECTING 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

General Terms and Conditions



RESPONSIBILITY TO DO SO. ADP HAS NO DISCRETIONARY AUTHORITY OR DISCRETIONARY RESPONSIBILITY IN THE ADMINISTRATION OF THE PLAN(S).

14.3 ADP HCM Services.

- **14.3.1 Human Resources Administration Services.** Administration of human resource functions using a unified system to process and audit employee lifecycle events, provide compliance tracking and reporting, including new hire reporting, and automate notification and approval processes via self-service/direct access.
- **14.3.2 ADP Document Cloud.** Integrated solution to support maintenance and retrieval of employee-specific documents via cloud-based technology. ADP Document Cloud is included in Comprehensive HR and Comprehensive Benefits or if purchased by Client pursuant to a Sales Order.
- **14.3.3** Business Intelligence. Provide tools to analyze and understand data.
 - **14.3.3.1 Analytics.** Enables an employer to gain insight from data for key Human Capital Management (HCM) metrics.
 - **14.3.3.2 Benchmarks.** 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. Benchmarks is not a service that is core to Comprehensive Services but may be purchased separately pursuant to a Sales Order.
- **14.3.4 ADP Recruitment Management Services**. Talent recruitment management technology. The following additional terms apply to ADP Recruitment Management Services:
 - **14.3.4.1 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 Recruitment Management Services Application Programs.
 - **14.3.4.2 Vendors.** Client shall be exclusively responsible all access and use of the ADP Recruitment Management Services by its vendors and such vendors' compliance with the terms of this Agreement.
- **14.3.5 Talent Management Solutions.** Technology to facilitate the administration of talent management services, including:
 - **14.3.5.1 Performance Management.** Solutions and tools to facilitate the performance management process, including goal alignment, and employee engagement. Performance Management is included in all Comprehensive Services except for Comprehensive HR Core Plus.
 - **14.3.5.2 Compensation Management.** Solutions and tools to administer the compensation planning process. Compensation Management is not a service that is core to Comprehensive Services but may be purchased separately pursuant to a Sales Order.
- **14.3.6 Other Terms Applicable to HCM Services.** The following additional terms and conditions apply to the Human Resource Administration Services and/or Talent Management Services (applies only if Client has purchased Human Resource Administration Services and/or Talent Management Services):
 - **14.3.6.1** Access and Use. To the extent that Client intends on using the Human Resource Administration Services and/or Talent Management Services for its workforce outside of the United States, Client acknowledges that it is authorized to use the Human Resource Administration Services and/or Talent Management Services only in the Access Countries.
 - 14.3.6.2 Residents Outside the United States. To the extent that Client uses the Human Resource Administration Services and/or the Talent Management Services to collect Personal Information about individuals resident outside the United States, Client represents and warrants: (i) the processing of that Personal Information, including the transfer itself, has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection and privacy laws; (ii) its instructions to ADP regarding the processing to be performed shall be in accordance with the applicable data protection laws; (iii) it has given the data subjects appropriate notices, and obtained any required consents; (iv) if it implements the Human Resources Administration Services and/or 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 (v) it shall be responsible for respecting all individual rights of access, correction or deletion and for responding to any individual or regulatory inquiries relating to such Personal Information.
- **14.4** Participant Service Center. Management of inquiries related to services through ADP service center locations as part of a comprehensive offering.
- **14.5 ESS & MSS Technology.** Employee self-service (ESS) and Manager self-service (MSS) functionality provides all Client Users (practitioners, managers and employees) 24x7 online access to ADP Application Programs. The following additional terms apply to the ESS & MSS Technology:
 - 14.5.1 Client acknowledges that Client's employees or participants may input information into the self-service portions of the ADP Application Programs. ADP shall have no responsibility to verify, nor does ADP review the accuracy or completeness of the information provided by Client's employees or participants to ADP using any self-service features. ADP shall be entitled to rely upon such information in the performance of the Services under this Agreement as if such information was provided to ADP by Client directly.
- **ADP Marketplace**. Enable Client to build applications and/or purchase available applications via online store. Provide access to certain Client data stored in ADP systems via industry-standard Application Programming Interfaces (APIs). The following additional terms apply to the ADP Marketplace (applies only if Client accesses ADP Marketplace Services):

General Terms and Conditions



- **14.6.1 Transmitting Information to Third Parties.** In the event that Client elects to use an API to provide any Client Content or employee or plan participant information to any third party, Client represents that it has acquired any consents or provided any notices required to transfer such content or information and that such transfer does not violate any applicable international, federal, state, or local laws and/or regulations. ADP shall not be responsible for any services or data provided by any such third party.
- 14.6.2 Use of the ADP APIs. Client will use the ADP APIs to access Client's information only. Client may not use any robot, spider, or other automated process to scrape, crawl, or index the ADP Marketplace and will integrate Client's application with the ADP Marketplace only through documented APIs expressly made available by ADP. Client also agrees that Client will not (a) use the ADP Marketplace or any ADP API to transmit spam or other unsolicited email; (b) take any action that may impose an unreasonable or disproportionately large load on the ADP infrastructure, as determined by ADP; or (c) use the ADP APIs or the ADP Marketplace in any way that threatens the integrity, performance or reliability of the ADP Marketplace, Services or ADP infrastructure. ADP may limit the number of requests that Client can make to the ADP API gateway to protect ADP's system or to enforce reasonable limits on Client's use of the ADP APIs. Specific throttling limits may be imposed and modified from time to time by ADP.

15 Miscellaneous

- **15.1 Amendment**. This Agreement may not be modified, supplemented or amended, except by a writing signed by the authorized representatives of ADP and Client.
- **15.2 Assignment**. Neither this Agreement, nor any of the rights or obligations under this Agreement, may be assigned by any party without the prior written consent of the other party, such consent not to be unreasonably withheld. However, Client may assign any or all of its rights and obligations to any other Client Group member and ADP may assign any or all of its rights and obligations to any Affiliate of ADP, provided that any such assignment shall not release the assigning party from its obligations under this Agreement. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns.
- **15.3** Additional Documentation. In order for ADP to perform the Services, it may be necessary for Client to execute and deliver additional documents (including reporting agent authorization, client account agreement, limited powers of attorney, etc.) and Client agrees to execute and deliver such additional documents.
- **15.4 Subcontracting.** Notwithstanding Section 15.2, ADP reserves the right to subcontract any or all of the Services, provided that ADP remains fully responsible under this Agreement for the performance of any such subcontractor. For the avoidance of doubt, third parties used by ADP to provide delivery or courier services, including the postal service in any country or any third party courier service, and banking institutions, are not considered subcontractors of ADP.
- 15.5 Entire Agreement. This Agreement constitutes the entire agreement and understanding between ADP and Client with respect to its subject matter and merges and supersedes all prior discussions, agreements and understandings of every kind and nature between the parties. No party will be bound by any representation, warranty, covenant, term or condition other than as expressly stated in this Agreement. Except where the parties expressly state otherwise in a relevant exhibit, annex, appendix or schedule, in case of conflict or inconsistency between this Annex A and any such exhibit, annex, appendix or schedule, this Annex A will prevail and control. Purchase orders or statements of work submitted to ADP by Client will be for Client's internal administrative purposes only and the terms and conditions contained in any purchase order or statements of work will have no force and effect and will not amend or modify this Agreement.
- **15.6 No Third Party Beneficiaries**. Except as expressly provided herein or in an applicable exhibit, annex, appendix or schedule, nothing in this Agreement creates, or will be deemed to create, third party beneficiaries of or under this Agreement. Client agrees that ADP's obligations in this Agreement are to Client only, and ADP has no obligation to any third party (including, without limitation, Client's personnel, directors, officers, employees, Users and any administrative authorities).
- **15.7 Force Majeure**. Any party to this Agreement will be excused from performance of its obligations under this Agreement, except for Client's obligation to pay the fees to ADP pursuant to Section 11, for any period of time that the party is prevented from performing its obligations under this Agreement due to an act of God, war, earthquake, civil disobedience, court order, labor disputes or disturbances, governmental regulations, communication or utility failures or other cause beyond the party's reasonable control. Such non-performance will not constitute grounds for breach.
- **15.8 Waiver**. The failure by any party to this Agreement to insist upon strict performance of any provision of this Agreement will not constitute a waiver of that provision. The waiver of any provision of this Agreement shall only be effective if made in writing signed by the authorized representatives of ADP and Client and shall not operate or be construed to waive any future omission or breach of, or compliance with, any other provision of this Agreement.
- **15.9 Headings**. The headings used in this Agreement are for reference only and do not define, limit, or otherwise affect the meaning of any provisions hereof.
- **15.10 Severability**. If any provision of this Agreement is finally determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality or enforceability of the remainder of this Agreement will not in any way be affected or impaired and such court shall have the authority to modify such invalid, illegal or unenforceable provision to the extent necessary to render such provision valid, legal or enforceable, preserving the intent of the parties to the furthest extent permissible.
- 15.11 Relationship of the Parties. The performance by ADP of its duties and obligations under this Agreement will be that of an independent contractor and nothing contained in this Agreement will create, construe or imply an agency, joint venture, partnership or fiduciary relationship of any kind between ADP and Client. None of ADP's employees, agents or subcontractors will be considered employees, agents or subcontractors of Client. Unless expressly stated in this Agreement, none of ADP, its employees, agents or its subcontractors may enter into contracts on behalf of, bind, or otherwise obligate Client in any manner whatsoever.

General Terms and Conditions



- **15.12 Governing Law**. This Agreement is governed by the laws of the State of New York without giving effect to its conflict of law provisions.
- **15.13 Jurisdiction**. Any disputes that may arise between ADP and Client regarding the performance or interpretation of this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts of New York, New York. The parties hereby irrevocably consent to the exclusive jurisdiction of the state and federal courts of New York, New York and waive any claim that any proceedings brought in such courts have been brought in an inconvenient forum. THE PARTIES HEREBY IRREVOCABLY WAIVE THEIR RIGHT TO TRIAL BY JURY.
- **15.14 Counterparts**. This Agreement may be signed in two or more counterparts by original, .pdf (or similar format for scanned copies of documents) or facsimile signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 15.15 Notices. All notices required to be sent or given under this Agreement will be sent in writing and will be deemed duly given and effective (i) immediately if delivered in person, or (ii) upon confirmation of signature recording delivery, if sent via an internationally recognized overnight courier service with signature notification requested to Client at the address indicated on the signature page hereof and to ADP at 5800 Windward Parkway, Alpharetta, GA 30005, Attention: ADP Comprehensive Services SVP, or to any other address a party may identify in writing from time to time. A copy (which shall not constitute notice) of all such notices shall be sent to ADP at One ADP Boulevard, MS 425, Roseland, New Jersey 07068, Attention: General Counsel and to Client at the address indicated on the signature page hereof.
- **15.16 Survival**. Those provisions which by their content are intended to, or by their nature would, survive the performance, termination, or expiration of this Agreement, shall survive termination or expiration of this Agreement.



SCHEDULE 1 TO ANNEX A **ADP Comprehensive Services** Statements of Services

Services	Service Specifics	Roles and Responsibilities
Solutions Platform		
ADP Workforce Now ("WFN")	WFN is ADP's trademarked, branded, web-based payroll, HR, Benefits and Time and Attendance technology. WFN serves as the access point for all Client administrators, employees and managers. General information about ADP WFN can be found at www.productdescription.majoraccounts.adp.com (which may be modified from time to time).	
WFN Technology Support	Access to specialists to support Client in use of WFN technology solutions.	
Implementation		
Implementation – Project Manager	The ADP Project Manager is responsible for the overall Comprehensive Services technology implementation and as such creates and maintains a project plan during implementation. The Project Manager conducts an implementation planning meeting to review the multi-faceted implementation, holds regular status meetings with the entire project team (Client, ADP, and external assigned resources) and manages deliverables accordingly.	The Project Manager provides cross product guidance for the duration of implementation and introduces the training curriculum to Client. The Project Manager directs the team of ADP implementation specialists and consultants who work on the multifaceted implementation required for Client to go live on ADP Comprehensive Services, including WFN.
Implementation Assignment of a dedicated ADP Relationship Manager	The ADP Relationship Manager participates in implementation and partners with the Project Manager to complete the Implementation. The ADP Relationship Manager: Schedules onsite visit for Client's strategic analysis during or immediately after implementation kickoff meeting. Schedules planning meeting to introduce Client's managers and employees to WFN portal and self-service functionality. Coordinates and schedules Employee/Manager Self Service Launch Meeting and distribution of Welcome Kits. Develops Client Strategic Action Plan for additional services to help assure alignment of Services with Client strategic direction and business drivers in all related functional areas.	The ADP Relationship Manager acts as a business consultant during the implementation process and performs business analysis. Client is responsible for validating the accuracy of all converted data. Client will attend all necessary implementation meetings and provide timely feedback as requested.



Services	Service Specifics	Roles and Responsibilities
Implementation		
Set-up of Payroll, HR & Benefits, and Time and Attendance modules (as applicable)	Implementation includes all activities needed to complete set-up of the Payroll, HR & Benefits, and Time and Attendance modules (the "Module(s)") including the following: Implementation of all outsourcing services listed in this Statement of Service. Scheduling and planning all implementation meetings. Coordinating the collection of implementation service questionnaires. Setting-up the Module(s) based on Client's requirements. Collecting all relevant human resources ("HR"), payroll and enrollment data and loading them into the Module(s). Client must provide all data (e.g., corporate information, payroll data, benefit plan information, relevant HR data, including current personal and work data and employee/dependent enrollment information) in a format required by ADP. ADP will determine Client and ADP's readiness to go live based on completion of key deliverables and success of data gathering, conversion and other implementation milestones. ADP will set-up the HR & Benefits module to incorporate Client's (i) corporate structure (e.g., divisions, locations, employee classes, and departments) and user rights; (ii) benefit plans and providers; (iii) HR data, including reports to information, performance management, leave data, job titles, salary structures, and HR reason codes; and (iv) census data, including current personal and work data and employee/dependent enrollment information for all applicable parties.	Client is responsible for (i) accurately completing and providing questionnaires to ADP's implementation team in a timely manner; (ii) providing all HR corporate group information to ADP; (iii) providing all plan requirements information, company policies and procedures to either configure WFN and/or incorporate into administrative practices; (iv) providing all payroll data; (v) providing any documents and materials needed to complete employee access set-up; (vi) providing all plan participant and enrollment data in a predefined format required by ADP; (vii) reviewing all information in the Module(s) for accuracy; and (viii) all fees related to travel. Failure to meet these requirements may impact the date upon which Client may access the Services. Client is responsible for maintaining system configuration of and data related to all HR-related information (e.g., salary structures, job codes, leave policies, manager access, etc.) post implementation. Client's implementation team will determine Client's readiness to start implementation and assign Client its implementation team members. The make-up of Client's implementation team members. The make-up of Client's implementation team may vary according to the number of complementary products or services purchased. Client's implementation team will coordinate with the service team and Client's designated team members to ensure all requirements are understood and
Interfaces - ADP Carrier Connection®	If Client purchases Comprehensive HR and/or Comprehensive Payroll, either separately or together, but without Comprehensive Benefits, Client shall be entitled to up to three (3) standard carrier connections at set up of the Services. If Client purchases Comprehensive Benefits alone or with any other Comprehensive Service(s), Client shall be entitled to unlimited standard carrier connections at set up (initial implementation) of the Services.	will assist in the transition to service. Client shall promptly deliver to ADP any Client Content required by ADP to set-up standard carrier connections. Client will work with its carriers to ensure ADP is permitted to transmit data and access Client's data in the carrier's system. No third party agreements with Client's carriers should be required.
	Client may elect additional standard carrier connections for an additional fee. Subsequent reconfiguration of existing carrier connections and additional elections requested after set up (initial implementation) of the Services are available for an additional fee. Carrier connections shall be subject to an annual maintenance fee.	With respect to Carrier Connections, 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 and shall be completed by ADP at ADP's then current rates.



Services	Service Specifics	Roles and Responsibilities
Implementation		
Interfaces - Payroll Interfaces, Custom Interfaces	Client may require payroll or other custom interfaces in order to electronically transmit data, including but not limited to employee payroll data, certain HR and other demographic employee data, etc., to designated third parties authorized by Client. The development of such Interfaces shall be at ADP's then current fees for such services and fees shall be depend on the amount of customization required by ADP to create such interfaces. ADP shall provide Client with an estimate of the cost of the interface prior to its development. An annual maintenance fee shall apply to all interfaces, including Payroll Interfaces and Custom Interfaces.	ADP's construction of interfaces are subject to configuration by Client of the applicable Client Content and the formatting of such transmission to designated third parties. ADP's ability to transmit Client Content is dependent on the agreement by the designated third parties and ADP will not be obligated to transmit data unless the designated third parties have agreed to accept data via the interface.
ADP Personnel – Roles and Responsi		
ADP Relationship Manager	The ADP Relationship Manager actively communicates with Client and acts as the primary contact between ADP and Client. Each Client is assigned one (1) ADP Relationship Manager, no matter which Services Client has purchased. The ADP Relationship Manager is actively engaged in understanding Client's business model and project objectives to ensure alignment with Client objectives.	The Relationship Manager focuses on assisting Client achieve its goals and promote alignment with the Comprehensive Services offering. The Relationship Manager is engaged with all levels within the Client organization. They are involved in key client interactions and focused on quality client experience and consultative opportunities. They drive utilization of Services, including applicable technology. The ADP Relationship Manager acts as a client advocate within ADP, escalating issues appropriately within ADP, coordinating with the Client to determine the impact of certain Client business events on the Services, and preparing and presenting regular account reviews. Additionally, the Relationship Manager will coordinate resources for ongoing projects and changes outside of initial implementation and will serve as an escalation point for all ADP products and services received by Client. The Relationship Manager schedules at least an annual review with Client to recap all activities completed on its behalf and discuss goals and objectives for the upcoming years' plan to achieve Client's objectives.



Services	Service Specifics	Roles and Responsibilities
ADP Service Centers		
ADP Service Center (for Client administrators)	Access to a toll free number with Client identification and issue routing via telephony.	ADP provides access to an assigned specialist team that will be Client's primary support resource. ADP will provide standard service center hours 8:00 am to 5:30 pm, Client local time (Clients in Hawaii will have service center access 8:00 am to 5:30 pm PST), Monday through Friday, except for scheduled downtime for training, meetings and ADP-recognized company holidays. Such scheduled downtime shall not exceed two percent (2%) of available hours each calendar quarter.
Employee Service Center	Access to a toll free number for use by employees and managers for: General self-service and payroll inquiries General HR inquiries where Client policy is explicit when WFN Comprehensive HR is elected Benefit call support when WFN Comprehensive Benefits is elected As authorized by Client, respond to Client's employees inquiries, when ADP has all pertinent information related to: Employee personal information Employee pay information and issues Vacation, holiday, and leave of absence information Hours of work and overtime information Benefit Participant Information when WFN Comprehensive Benefits is elected Further, the Employee Service Center can provide bi-lingual support for both English and Spanish speaking employees. Other languages are available via a partnership with AT&T's language line for an additional fee charged back to Client on a pay per usage basis.	As a prerequisite to use of Employee Service Center, Client is responsible to support and promote employee self- service and manager self-service. ADP will conduct one (1) onsite employee self- service/manager self-service launch meeting. On request, ADP will support multiple virtual self-service launch meetings. ADP will answer employee and manager questions that have an apparent relationship to data entry visible through the WFN applications. ADP will provide standard service center hours 8:00 am to 11:30 pm EST, Monday through Friday, except for scheduled downtime for training, meetings and ADP- recognized company holidays. Such scheduled downtime shall not exceed two percent (2%) of available time each calendar quarter.
Payroll and Tax Administration	pay per deage sacre.	
Payroll and Tax	ADP payroll processing with tax service to authorized jurisdictions (also included: CheckView, Payroll Preview, Total Tax Plus SM , Full Service Direct Deposit or TotalPay [®] banking options, Labor Distribution, iPayStatements, iReports). Additional fees will apply for ADP delivery via courier. Year-end Forms W-2 will be provided and Clients will be billed separately. Additional fees will apply for direct mailing of year-end Forms W-2.	ADP processes payroll and files and deposits appropriate federal, state and local taxes. Client must review and approve final payments.



Services	Service Specifics	Roles and Responsibilities
Payroll and Tax Administration		
Time and Attendance Feed to Payroll	Import employee Time and Attendance records provided that such records are in an ADP-acceptable format (if not utilizing ADP's Time and Attendance Module).	ADP provides Client with required file formats to utilize this feed. Client is responsible for adaptation of its file feed to a format that is compatible with ADP's feed.
Checks and Direct Deposit	ADP offers Clients two (2) banking features: Full Service Direct Deposit (payroll wages electronically deposited into employees' bank account(s)) or TotalPay (ADPCheck plus Full Service Direct Deposit).	Client must choose one of the banking features (unless Client is purchasing Comprehensive Payroll which requires TotalPay).
Wage Garnishment Processing Services (WGPS)	ADP provides tools to calculate garnishments based on court orders and client interpretation and also generates reports documenting garnishment activity.	Client provides employee liens and withholding information to ADP. ADP processes employee deductions for liens, wage garnishments and court ordered support and disburses payments to third parties as appropriate. The following shall only apply if Client is not purchasing Comprehensive Payroll Services: Client is responsible for lien interpretation. Client is responsible for all compliance with agency notification requirements; replies to garnishment notices received; notices of employee terminations and all other required written responses. Client must provide minimum of two (2) weeks' notice prior to processing of any special pays to accommodate any garnishment requirements.
HR, Payroll and Benefits Reporting	Comprehensive standard and analytical reports cover HR, payroll, and benefits data.	ADP provides access to certain standard payroll reports. Client has access to ADP reporting tools to generate a limited number of custom reports.
GL Interface	ADP will generate a file every payroll that contains labor expense information that can be entered into popular general accounting programs. Custom programming not included.	
Paid Time Off (PTO)	Access to systems to track employees' paid time off.	Client is responsible for leave administration unless Total Absence Management is purchased as an optional service.
Non-Paid Persons	Access to HR & Benefits module to track Client headcount not included in the payroll system. Such persons may include international employees (located outside the U.S.), independent contractors paid outside the payroll system, persons on leave, and retirees.	



Services	Service Specifics	Roles and Responsibilities
State Unemployment Insurance (SUI) Add	ministration	
Administer SUI Claims (where authorized by state law)	Provide pre-separation unemployment insurance (UI) counseling to Client. UI claims administration. Audit SUI tax rate components.	ADP assists Client with unemployment claims administration and unemployment tax filings to help Client manage claims and State unemployment costs.
	Audit UI benefits charges. Voluntary contribution review. Provide a quarterly summary report of claims activity.	
	Client hearing and appeals not included in base services.	
COBRA Services		
COBRA Administration	COBRA Services are included as part of the Comprehensive HR and/or Comprehensive Benefits Services at no additional charge. Clients purchasing Comprehensive Payroll Services (without Comprehensive HR and/or Comprehensive Benefits) can add COBRA Services for an additional fee. ADP will make available nondiscretionary, ministerial recordkeeping and COBRA notification services regarding the group health plans identified by Client on ADP's Health Plan Information forms. COBRA notification services are provided to Client's employees and qualified beneficiaries so identified and meet qualifying event requirements under federal COBRA law.	COBRA Services will be initiated when a COBRA qualifying event is entered by Client into the WFN Benefits module. Client is responsible for compliance with and fulfillment of all state COBRA law requirements.
Training and Development		
Employee/Manager Self-Service Launch Training	Training for both Client employees and managers on the self-service tools and application (includes one on-site Employee Self-Service Kickoff and, upon request, virtual Employee Self-Service Kickoff meetings).	Client shall require its employees and managers to attend self-service tools and application training.
Core Product Training	Product training on all the core products for administrator users (not employees or managers).	Client shall require administrator users to attend core product training.
Compliance Support		
Compliance Newsletters Note: The offering does not include legal advice or guidance.	Access to periodic subject matter Compliance Newsletters.	
Alerts Note: The offering does not include legal advice or guidance.	Access to periodic subject matter Alerts and e-mails.	
Tip of the Week Note: The offering does not include legal advice or guidance.	Access to weekly Tips related to best practices and compliance changes.	
Online Compliance Resources	Access to law summaries, best practices, sample forms and sample policies.	
EEO-1 Report	Access to tools through the HR & Benefits module for tracking EEO-1 required data.	Client prepares and files EEO-1 report.
Veterans Report	Access to tools for the tracking of VET- 4212 required data.	Client prepares and files VET-4212 report.

Comprehensive Payroll - Additional Terms and Statement of Services



The following terms supplement the general terms and conditions in Annex A and apply to the extent Client purchases ADP Comprehensive Payroll. ADP Comprehensive Payroll includes payroll administration, time and attendance, tax registration services and wage garnishment services.

1. Comprehensive Payroll

- 1.1 Updates. Client shall not perform any payroll/payroll module updates in ADP's systems unless directed by ADP; ADP shall make and maintain all necessary updates or changes based on information provided by Client to ADP. ADP shall not be responsible for (i) any changes made by Client directly into the payroll module and (ii) the impact Client's actions and inputs may have on the accuracy of Client's payroll.
- 2. Time and Attendance Managed Services. ADP shall provide the Time and Attendance Managed Services as further described in this Annex and the attached Schedule 1 to Annex D (the "TA Managed Services"). The TA Managed Services are only made available ADP Comprehensive Payroll clients that utilize those time & attendance services delivered via ADP Workforce Now (the "TA module").
 - 2.1 TA Module. The TA module includes ADP Workforce Now Essential Time or ADP Workforce Now Enhanced Time (the "Time and Attendance Services"). For ADP Workforce Now Enhanced Time only, additional license terms are available at www.adp.com/tlmlicenseterms. ADP Workforce Now Enhanced Time and ADP Workforce Now Essential Time products are available for use in a limited number of countries outside the United States, although certain restrictions and requirements may apply.
 - 2.2 End of Pay Period Administration; Resolution of Error Exceptions. Client acknowledges and agrees that Client will be responsible for ensuring that all time and labor data input submitted by Client to ADP is accurate, complete and delivered on time. For the purposes of this Annex, the term "error exception(s)" shall mean any data requirements within the TA module that, based on Client's configuration, have been assigned a severity level designation of "error"; such designation shall create a requirement for an operational task to be completed in order to proceed with Client's payroll processing. Failure to resolve an error exception will prevent Client's payroll from being processed as scheduled. Client acknowledges and agrees that Client will be responsible to clear all error exceptions preventing the time and attendance file from processing. Client also agrees that all timeframes referenced below shall be determined during the implementation process. TA Managed Services shall include, but shall not be limited to, the following operational support to assist Client in the end of pay period process:
 - 2.2.1 within an agreed upon timeframe prior to the deadline for payroll submission, ADP will notify all Client supervisors with error exceptions to clear all outstanding error exceptions in the TA module using electronic alerts established in the TA Module;
 - 2.2.2 if within a predetermined timeframe prior to the deadline for payroll submission Client has not cleared all outstanding error exceptions, ADP will advise Client's designated contact of all outstanding error exceptions; and lock the end of pay period process with respect to Client clearance of error exceptions.
 - 2.3 Data Administration. All data entry, adjustment and corrections to the TA module must be made by Client. ADP can make adjustments in the Payroll module only. Prior to commencement of Services, Client shall provide to ADP all necessary information and guidance relating to its time and attendance policies and guidelines and coordinate with ADP to establish standards for ADP in its execution of the Services.
- Time & Attendance Hardware. If ADP agrees to provide Client with the data collection devices (e.g. Timeclock, HandPunch, etc.) (the "Time & Attendance Hardware") as described in the Sales Order, the following terms will apply:
 - 3.1 If Client procures Time & Attendance Hardware, Client shall provide and maintain an installation environment (including all power, wiring and cabling required for installation) as specified in the manufacturer's product documentation and other written instructions provided to Client by ADP.
 - 3.2 Regarding Time & Attendance Hardware provided on a subscription basis only, Client shall not make any alterations or attach any devices thereto that are not provided by ADP, nor shall Client remove same from the place of original installation without ADP's prior consent. All right and title in the Time & Attendance Hardware procured on a subscription basis is, and at all times shall remain, that of ADP and a separate item of personal property of ADP, notwithstanding its attachment to other items or real property, and promptly upon termination of the ADP Time & Attendance Services, for any reason whatsoever, Client shall, at its expense, return such Time & Attendance Hardware in good condition, in accordance with ADP's instructions, normal wear and tear excepted. If such Time & Attendance Hardware is not promptly returned, Client agrees to purchase same at fair market value. Repairs and replacements required as a result of any of the following shall not be included in any maintenance services and shall be charged at ADP's then current rates: (i) damage, defects, or malfunctions resulting from misuse, accident, neglect, tampering, unusual physical, or electrical stress, or causes other than normal or intended use; (ii) failure of Client to provide and maintain a suitable installation environment; (iii) any alterations made to or any devices not provided by ADP attached to the Time & Attendance Hardware; and (iv) malfunctions resulting from use of badges or supplies not approved by ADP.
 - 3.3 Maintenance Fees. Maintenance services for the Time & Attendance Hardware apply automatically to Time & Attendance Hardware obtained under the subscription option (and any charges therefore are already included in the monthly time and attendance subscription fees). The costs for maintenance services for Time & Attendance Hardware under the purchase option are not included in the purchase price for such equipment; a separate annual maintenance fee applies. Client, under the purchase option, may terminate its receipt of maintenance services by providing written notice to ADP no less than thirty (30) days prior to the end of the then current annual coverage period. ADP is not required to rebate to Client any maintenance fees relating to a current or prior coverage period. (NOTE: If Client selects the purchase option but opts not to receive (or terminates) maintenance services hereunder by executing a waiver of maintenance services, any such services provided by ADP at Client's request will be subject to ADP's then current charges for such services.) No Time & Attendance

Comprehensive Payroll - Additional Terms and Statement of Services



Hardware maintenance is done at the Client site. Client shall bear all delivery/shipping costs and all risk of loss during shipment/delivery of Time & Attendance Hardware relating to maintenance services.

- 3.4 Maintenance Services. ADP will maintain the Timeclock Equipment to be free from defects in material and workmanship as follows: Any parts found to be defective (except as specifically excluded below) shall be replaced or repaired, at ADP's or its designee's option, without charge for parts or labor, provided that the Time & Attendance Hardware has been properly installed and maintained by Client and provided that such equipment has been used in accordance with this Agreement or other accompanying documentation including, but not limited to, Client's Sales Order provided by ADP or its designee and has not been subject to abuse or tampering.
- 3.5 Biometrics.
 - 3.5.1 Definitions.
 - 3.5.1.1 "Biometric Data" includes the information collected by timeclocks and software that use finger and/or hand scan technology, which potentially may include Biometric Identifiers and Biometric Information.
 - 3.5.1.2 "Biometric Identifier" means a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry.
 - **3.5.1.3** "Biometric Information" means any information, regardless of how it is captured, converted, stored, or shared, based on an individual's biometric identifier used to identify an individual.
 - 3.5.1.4 "Biometric Services" means services provided by ADP to Client via the use of timeclocks and software in connection with ADP's provision of Time & Attendance Services, to the extent such timeclocks or software collect, store or use Biometric Data.
 - **3.5.1.5** "Biometric User" means Client's employees or independent contractors who are requested or required by Client to use Biometric Services to record their attendance, hours worked or other work-related data.
 - 3.5.2 Additional Terms. Biometric Services are optional. In certain jurisdictions, there are laws and regulations that govern the collection, use, and retention of biometric information, which potentially may apply to Client's use of Biometric Services. To the extent Client elects to use Biometric Services, Client agrees to comply with all such laws and regulations in accordance with this Agreement and Section 3.2 of the Annex A. In the event Client is unwilling to comply with laws and regulations relating to Biometric Services, Client will be able to continue to use Time & Attendance Services without Biometric Services. The following terms and conditions apply to Biometric Services to the extent Biometric Services are part of the scope of Services:
- 3.5.3 Requirements for Receipt of Biometric Services. Before any Client or Biometric User is permitted to use any Biometric Services in a jurisdiction where laws and regulations potentially govern such use, Client will comply with the following requirements, in addition to any other requirements imposed by potentially applicable law (to the extent there is a conflict between the requirements below and the requirements of potentially applicable law, Client will comply with potentially applicable law:
 - 3.5.4 Client Biometric Information Policy. Client will implement, distribute and make available to the public, a written policy establishing Client's policy with respect to the use of Biometric Data. Such policy will include:
 - 3.5.4.1 a retention schedule and guidelines for permanently destroying Biometric Identifiers and Biometric
 - 3.5.4.2 a commitment to destroy Biometric Data when the initial purpose for collecting or obtaining such Biometric Data has been satisfied or within 3 years of the individual's last interaction with Client, whichever occurs first; and
 - 3.5.4.3 any additional requirements as required by applicable law.
 - 3.5.5 Biometric User Notice and Consent. Client will provide notice and procure and retain appropriate consents or releases from Biometric Users in the manner and to extent the same are required by applicable law, including:
 - 3.5.5.1 notifying Biometric Users in writing that Client, its vendors, and/or the licensor of Client's time and attendance software are collecting, capturing, or otherwise obtaining Biometric Users' Biometric Data, and that Client is providing such Biometric Data to its vendors and the licensor of Client's time and attendance software; such notice will specify the purpose and length of time for which Biometric User's Biometric Data is being collected, stored, and used;
 - 3.5.5.2 obtaining a written release or consent from Biometric Users (or their legally authorized representative) authorizing Client, its vendors, and licensor of Client's time and attendance software to collect, store, and use the individual's Biometric Data for the specific purpose disclosed by Client, and authorizing Client to provide such Biometric Data to its vendors and the licensor of Client's time and attendance software; and if requested by ADP, providing to ADP copies of the required consents or releases collected and retained by Client, and/or certifying to ADP that such consents or releases have been obtained.
 - 3.5.6 Retention and Purging of Biometric Data. Client will work with ADP to ensure that Biometric Data is retained and purged in accordance with applicable law. To the extent necessary for the purging or deletion of such Biometric Data, Client agrees to provide timely notification to ADP of the termination of the employment, or the satisfaction of the purpose for which Biometric Data was collected with respect to any given Biometric User. ADP is not responsible for Client's failure to provide timely notification of the termination of the employment, or the satisfaction of the purpose for which Biometric Data was collected with respect to any given Biometric User.
 - 3.5.7 Storage of Biometric Data in Timeclocks. Client agrees that it shall use a reasonable standard of care consistent with potentially applicable law to store, transmit and protect from disclosure any paper or electronic biometric data collected in timeclocks. Such storage, transmission, and protection from disclosure shall be performed in a manner that is the same as or more protective than the manner in which Client stores, transmits and protects from disclosure other confidential and sensitive information, including personal information that can be used to uniquely identify an individual

Comprehensive Payroll - Additional Terms and Statement of Services



- or an individual's account or property, such as genetic markers, genetic testing information, account numbers, PINs, driver's license numbers and social security numbers.
- 3.5.8 Third Party Beneficiary. Notwithstanding anything to the contrary in the Agreement, Client agrees that ADP and licensor of any applicable Biometric Services (and their respective successors and assigns) are third party beneficiaries of this Agreement solely as it relates to Biometric Services.
- 3.5.9 Additional Termination Provisions for Biometric Services. If ADP determines that Client has failed to comply with any potentially applicable laws and regulations applicable to the Biometric Services, ADP may, in its sole discretion and upon notice to Client, immediately suspend or terminate the Biometric Services.
- 4. Tax Registration Services. ADP shall provide tax registration services as further described in this Annex and the attached Schedule 1 to Annex D (the "Tax Registration Services") in accordance with and subject to the terms of this Annex and the Agreement. The Tax Registration Services provided hereunder relate solely to obtaining jurisdiction account numbers requested by ADP for employment tax. There shall be no additional fees for Tax Registration Services. In receiving the Tax Registration Services hereunder, Client acknowledges the following
 - 4.1 Client understands that ADP will not perform Tax Registration Services in connection with the following events: (i) mergers and acquisitions; (ii) name, address or entity (corporate form) changes; (iii) applications to a state's Secretary of State; and (iv) closing of accounts with a state taxing agency.
 - 4.2 As a third-party service provider, ADP's services hereunder are consultative in nature. ADP is not representing Client in any dealings before any tax agencies. ADP's provision of the Registration Services should not be construed as legal, tax, or accounting advice. Client should consult its legal, tax, or accounting advisors for such advice.
 - 4.3 All submissions to the taxing jurisdiction will be (i) reviewed by Client prior to submission, when provided and (ii) signed by Client where necessary or Client will instruct ADP to affix electronically the Client signature provided by it. By signing the documents or requesting that ADP affix its electronic signature, Client is confirming that (i) it has reviewed the documents being submitted to the taxing jurisdiction and (ii) the information contained in the documents is complete and accurate.
 - 4.4 By utilizing the Tax Registration Services, Client is authorizing ADP to act on its behalf in obtaining jurisdiction employment tax account numbers including, but not limited to, affixing the electronic signature provided by Client to registration forms and other documentation, submitting forms to tax agencies and directly communicating with such agencies as necessary.
 - 4.5 Client understands that ADP's services are based solely on the information provided by Client about its business established within a particular jurisdiction and other written correspondence that is in reply to ADP's questions regarding the registration process or otherwise provided by Client. Client authorizes ADP to rely upon the information it furnishes in providing the Tax Registration Services. ADP is not responsible for Tax Registration Services provided hereunder based on any inaccurate information supplied by Client or the failure by Client to provide ADP with information relating to the registration process.
 - 4.6 Client understands that, for reasons beyond ADP's reasonable control, ADP may not be successful in securing an employment tax account number for Client in any particular jurisdiction.
 - 4.7 ADP is not responsible for any penalties or interest incurred by Client as a result of ADP's failure to timely receive Client's identification numbers.
- 5. ADP Wage Garnishment Services. Administration of child support orders, creditor garnishments, tax levies, bankruptcies, and student loan liens; which includes garnishment data and order processing, response and notification services, payment processing and disbursement of payments to the appropriate payees, and inquiry management for employees, custodial parents, agencies, and other third parties pursuant to the statement of services set forth in Schedule 2 to Annex D. The following additional terms and conditions apply to the ADP Wage Garnishment Services:
 - 5.1 Description of Services; Authorization.
 - 5.1.1 ADP will act solely as a third party service provider of garnishment data evaluation, data processing and payment processing. ADP may from time to time provide Client reasonable instructions or best practice recommendations which Client may follow. However, the ADP Wage Garnishments Services are not a substitute for the advice of an attorney. Client agrees that ADP is not a law firm, does not provide legal advice or representation and that no attorney-client relationship exists or will be formed between ADP and Client.
 - 5.1.2 Client authorizes ADP to (i) use Client's data to populate document templates and create garnishment responses and other standard form documents, (ii) file documents on Client's behalf and at its direction where permitted by the relevant court or agency, and (iii) prepare and serve written notices to third parties on Client's behalf and at its direction. ADP will perform the ADP Wage Garnishment Services in accordance with and subject to the documents and information provided to ADP by Client or agencies (including federal and state tax, credit and child support agencies, courts, levying officers and bankruptcy trustees (collectively, "Agencies"), or by any other third parties from whom Client has directed or authorized ADP and ADP has agreed to accept such documents and information. In the event ADP has any questions relating to the application of same to a particular set of facts or if an employee of Client notifies ADP of his or her objection to ADP's evaluation or application of the same, then ADP will notify Client of such questions or objections. Client will be responsible for obtaining answers to any such questions or resolving such objections.
 - 5.1.3 Client will be solely responsible for cases or claims by third parties against ADP unless the case or claim directly results from an ADP error or omission.

Comprehensive Payroll - Additional Terms and Statement of Services



- 5.2 Court Filed Notifications. To the extent Client appoints ADP to perform court filed notification services (e.g., creditor garnishments), Client will review a copy of each ADP standard form notification that ADP will use to produce, submit and/or file such garnishment notice with a court of law (each, a "Court Filed Notification") as part of the ADP Wage Garnishment Services and hereby directs ADP to utilize such Court Filed Notifications on Client's behalf. ADP will be responsible for (i) monitoring changes in applicable rules that impact the format of each Court Filed Notification, (ii) implementing changes to the Court Filed Notification forms as deemed necessary, in ADP's reasonable discretion, to address such changes in applicable rules, and (iii) notifying Client of any such changes by providing Client with a copy of any modified Court Filed Notification form. Notwithstanding the foregoing, Client will be responsible for making its own determination as to the legal sufficiency of each standard form, as modified by ADP from time to time, and their continued use by ADP on Client's behalf in each jurisdiction. Client will be responsible for providing a consenting party (including any required notarization) to execute each Court Filed Notification created by ADP on Client's behalf. Except for ADP's obligations stated in this Section, ADP will not be liable hereunder to Client or any third party for the legal sufficiency of the format of any Court Filed Notification utilized by Client hereunder.
- 5.3 Flash Signature Feature. ADP may, in its discretion and in accordance with its client reference guides and set-up and approval process, offer Client digitized client signature and notary stamp and notary signature functionality ("Flash Signatures") as an optional feature of the Wage Garnishment Services. Notwithstanding anything to the contrary in Section 3.2, ADP will not be responsible for the design or compliance of Flash Signatures and makes no representations, warranties or determinations regarding the compliance of the use of Flash Signatures on Court Filed Notifications. To the extent Client elects to use Flash Signatures on its Court Filed Notifications, Client is responsible for ensuring that such signatures are, in Client's view, consistent with Client's compliance requirements [Insert text].
- 5.4 Accuracy and Timeliness of Data. Client is responsible for (i) the way in which Client's payroll system utilizes data provided by ADP to Client in connection with ADP's provision of the ADP Wage Garnishment Services and (ii) any errors or omissions caused by any of Client's third-party service providers.
- 5.5 Electronic Income Withholding Orders Program. To the extent Client chooses to participate in the Electronic Income Withholding Orders Program (the "e-IWO Program"), Client authorizes ADP as its third party service provider to receive, rely upon, and process electronic income-withholding orders/notices from the Office of Child Support Enforcement that have been issued by jurisdictions participating in the e-IWO Program. Client understands that there is a 30-day startup period for orders to convert from hard-copy documents mailed to Client to the electronic method. For the jurisdictions participating in the e-IWO program, Client will continue to forward to ADP all income-withholding orders/notices or related documentation it receives. Client agrees to provide written notice to ADP at least forty- five (45) days in advance if it wishes to no longer participate in the e-IWO Program. Client also agrees that ADP may, at its sole discretion, discontinue participation in the e-IWO Program at any time.
- 5.6 Additional Termination Provisions for ADP Wage Garnishment Services. If ADP reasonably determines that it can no longer provide all or any portion of the ADP Wage Garnishments 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 the ADP Wage Garnishment Services. If the ADP Wage Garnishment Services are terminated, Client will immediately (i) be responsible for payment of Client's wage garnishment and voluntary deduction amounts associated with that portion of the ADP Wage Garnishment Services terminated by ADP and not otherwise collected from Client by ADP including, without limitation, any judgments, court costs, legal fees, and interest accruing after the date of such termination, and (ii) be responsible for its garnishment answer and filing obligations.

ADP Comprehensive Services | Annex D Comprehensive Payroll – Additional Terms and Statement of Services



SCHEDULE 1 TO ANNEX D

Comprehensive Payroll Statement of Services

The following supplements the ADP Comprehensive Services Statement Services (Schedule 1 to Annex A) and applies to the extent that Client purchases ADP Workforce Now Comprehensive Payroll.

Services	Service Specifics	Roles and Responsibilities	
		ADP	Client
Implementation of Compreh	ensive Payroll		
Standard Operating Procedures	ADP obtains detailed information required to configure and deliver the Payroll Services. During implementation, ADP works with the Client to conduct an analysis in order to ensure that ADP has up-to-date and accurate information on Client's programs and policies that will be administered by ADP. ADP's Transformation Services, will assist the Client and Client managers with change management	ADP uses analysis documents and meetings with Client to capture all of Client's pay practices and creates Standard Operating Procedures ("SOP"). ADP provides Client with best practices and guidance while developing the combined SOP documents which include ADP's standard procedures.	Client provides ADP with its payroll practices and procedures and assists ADP with completing the SOP, which will be used to perform the Payroll Services. To the extent that Client does not purchased ADP's WFN HR, Time and Attendance and/or Benefits Modules, the SOPs shall outline additional Client responsibilities that may arise as a result of Client's use of such non-ADP systems (e.g. downstream impact to potential government agency reporting requirements, such as ACA reporting). Prior to commencement of the Payroll Services, Client must acknowledge the SOP.
Implementation Schedule	Implementation of Payroll Services will proceed in accordance with an implementation schedule agreed upon between ADP and Client.		Client agrees to use commercially reasonable efforts to implement Payroll Services within fourteen (14) weeks of the commencement of implementation of Payroll Services.
Workforce Now Comprehens	sive Payroll Support Team		
Payroll Specialists	ADP Payroll Specialists coordinate the administration of Payroll Services on an ongoing basis, including payroll processing and administration activities, establishing and maintaining processing schedules, coordinating any non-standard processing events, and managing critical payroll events during the year (e.g., year-end processing)		Client shall adhere to the Comprehensive Payroll timeline as documented in the Client SOP.





Services	Service Specifics	Roles and Responsibilities	
		ADP	Client
Payroll Services			
Time and Attendance Managed Services	Time and Attendance module (Comprehensive Payroll Services includes ADP Essential Time. ADP Enhanced Time is available for an additional charge),	ADP provides access to and set-up of the Time and Attendance module ("TA module"), an ADP web-hosted time and attendance system that uses the Internet to automate employee time and attendance record keeping, including best practice recommendations about integration of the Time and Attendance Module.	Provide to ADP Client business rules and policies for time capture, changes in organizational structure, etc. required to set-up and maintain TA module.
	Time collection and Reporting	Identify and escalate any error exception(s) to designated client contact. Identify error exceptions per agreed upon guidelines/ thresholds and escalate to Client.	Collect employee time according to Client business rules and policies within the appropriate payroll schedule. Client assigns employees to work schedules within TA module.
		Reconcile escalations per Client guidance but ADP will not make adjustments to Client data within the TA module. Create time data batch and submit to payroll.	Review and approve employee time data; notify employees and reconcile error exceptions and discrepancies in accordance with Client business rules and policies. Designated client contact must assign a secondary contact if unavailable for scheduled call/contact
			Respond to escalations as needed for approval per agreed upon schedule. Client is responsible for all time entries, adjustments and approvals.



Services	Service Specifics	Roles and Responsibilities	
		ADP	Client
Payroll Services		*	
Payroll Administration The complete details of the Comprehensive Payroll Timeline will be documented in the Client Standard Operating Procedures. All HR-related changes must be submitted 5 business days prior to Client's check date and all time and attendance records must be approved 4 business days prior to the Client's check date, at the deadline designated by ADP.		ADP provides services and resources to the Client related to the administration of payroll. Provides problem management resolution for payroll problems/issues (includes case management, escalation and reporting) from both Client and Client employees and managers. ADP communicates errors and corrective actions including reporting on open items.	Client supports ongoing processes, conducts strategic planning, develops Client business rules and policies and notifies ADP of any Client procedural or organizational changes affecting the Payroll Services. Client assists in resolving issues escalated by ADP in accordance with the Comprehensive Payroll timeline documented in the Client acknowledged SOP.
	Cost allocations	ADP maintains costing definitions to permit cost allocations from payroll data. ADP maintains all tables supporting the payroll function.	Client defines labor costing and distribution codes and rules and provides to ADP.
	Payroll Calendar/Schedule and Maintenance	ADP will apply and configure payroll calendars and cycles based on information provided by Client. ADP will update schedule as requested by client per established update process.	Client defines timekeeping schedules, payroll calendars and cycles in accordance with parameters provided by ADP. Client will inform ADP of all changes to schedules, calendars, or cycles that impact payroll in a timely manner and in accordance with the Comprehensive Payroll timeline documented in the Client acknowledged SOP.
	Employer Updates	ADP will process updates impacting payroll per Client direction and approved process provided that any such changes are effective at the beginning of the pay period. Any mid-cycle process updates impacting payroll shall be considered a change control and additional fees shall apply.	Client will provide information and updates for: Earning types Deduction types Mass changes Rate changes Organizational changes Accumulators and work rules; and Other updates as required.
	Employer Updates	ADP will process updates impacting payroll per Client direction and approved process provided that any such changes are effective at the beginning of the pay period. Any mid-cycle process updates impacting payroll shall be considered a change control and additional fees shall apply.	Client will provide information and updates for: Earning types Deduction types Mass changes Rate changes Organizational changes Accumulators and work rules; and Other updates as required.





Services	Service Specifics	Roles and Responsibilities	
		ADP	Client
Payroll Services		5	
	Event Processing	Based on information provided by Client, ADP processes changes related to Clients' employees.	Client enters data in ADP Workforce Now or a designated ADP format (pre-audited and import ready) in a timely manner for the following Client employee changes: • Terminations • Leaves of absence • Transfers and promotions • Status changes • Hire/rehire • Client organizational changes; and • Other updates as required.
	Employee Record Setup and Maintenance	ADP will: Process submitted and approved employee changes Process new employee pay/time file setup Collect and process employee pay file changes Process direct deposit enrollments and changes Manage and maintain payroll database and payroll records Process mass changes Import files that are in preaudited, approved-ADP format ADP will set up the tax validation tables based on Client's direction Provide guidance and best	Client will: Enter and approve employee changes Provide special payment information (e.g., one-time or infrequent payments such as bonuses or sales commissions, etc.) Provide ADP with preaudited, approved ADP formatted import files Client will provide all applicable employee level tax coding
	Paid Time Off (PTO)	Provide modules to track employees' paid time off based on Client's PTO policy.	Provide PTO policy information and exceptions. Provide updates and changes in PTO policy to ADP. Client is responsible for reconciling employee PTO balances and tracking, including balance issues.
Payroll Processing	Payroll Module	Provide payroll processing module for calculation of gross to net processing through ADP's proprietary software	Client agreement to not make changes within the payroll module
	Gross to Net	Provide and maintain module to calculate gross to net pay, including deductions.	Client will provide applicable information to set up earnings and deductions for the calculation.



Services	Service Specifics	Roles and Responsibilities	
		ADP	Client
Payroll Services		*	
	Pay Processing and Off-Cycle Processing Manual Checks Retro Adjustments Bonus/Supplemental Pay If an additional payroll processing is required, such processing shall be subject to additional cost.	ADP will process Client's payroll data as follows: Input into and verify pay data in payroll module Calculate retroactive pay adjustments for exempt employees, being paid a fixed salary, within sixty (60) days of the current pay period begin date Calculating retroactive pay adjustments for all employees beyond the sixty (60) day threshold will be done by work order only – additional fees will apply Process prorated payments per data provided by Client Process off-cycle payrolls as requested by Client or as deemed necessary by ADP Provide Client access to off-cycle payroll data via online reporting tools Update payroll balances and accumulators, as needed per request from Client Process required earnings or deduction adjustments to reflect accurate system or control information within the module (primarily system tables or processing tables) Provide summary reporting on deductions and payments Submit and reconcile statutory deductions Create benefit deductions per data provided by Client If ADP performs an off-cycle payroll, payroll amendment or issues manual checks at Client's request, additional fees may apply.	 Client will: Notify ADP of upcoming off-cycle processing changes and coordinate processing, including submission of data in required format Calculate and provide data to ADP for retroactive pay adjustments required for all nonexempt employees, paid hourly or by fixed salary Calculate and provide data to ADP for retroactive adjustments required for all exempt employees being paid a fixed salary outside the sixty (60) day window or in mid-payroll cycle Calculate and provide data to ADP for all employees for all overtime retroactive pay calculations Provide ADP with data for prorated payments Provide ADP with data needed to calculate mid-cycle or retroactive adjustments for benefit deductions If a manual check is required, the Client Payroll Contact must submit the Manual Check Request to the ADP Payroll Specialist. The ADP Payroll Specialist will calculate the check, provide the Client Payroll Contact with the net pay and update the ADP Workforce Now® Payroll module with the next payroll. The Client Payroll Contact is responsible to issue a manual check in house from its own check stock or print such manual check within ADP Workforce Now.





Services	Service Specifics	Roles and Responsibilities	
		ADP	Client
Payroll Services			
Payment Services	Checks and Direct Deposit	Provide TotalPay, which includes Full Service Direct Deposit (payroll wages electronically deposited into employees' bank account(s)) and ADPCheck. Prepare pay deposits or checks for employees.	Client ensures that sufficient funds are available in Client's designated account for direct debit to ADP's designated account, or transferred by means of wire transfer to ADP's designated account, as applicable, within specified deadlines to satisfy all of Client's payroll obligations and off-cycle processing.
			Client ensures that employees may not cash checks prior to check dates. Noncompliance with this request will result in additional fees to Client
	Stop Payments/Voids	ADP will process stop payments and voids as directed by Client.	Client will notify ADP of need for stop payments and voids and provide data to identify specific payment(s) impacted.
	Reversals	Process reversals as directed by client within the current pay period or as funds are available.	Notify ADP of need for reversals and provide data to identify specific payment(s) impacted.
			Client is responsible for collection of overpaid funds.
	Payments to Third Party Vendors		Client is responsible for payments to third party vendors.
	Reconciliation	For funds paid using TotalPay and/or ADPCheck, ADP will reconcile all payments issued.	Client will be responsible for reconciliation of payments issued outside of TotalPay and ADPCheck
Payroll Tax Filing	Payroll Taxes	File and deposit federal and state payroll taxes on Client's behalf in jurisdictions where ADP is authorized. Forms W-2 are provided at an additional fee.	Review and approve final payments for payroll tax services. File and deposit payroll taxes for jurisdictions where ADP is not authorized
Payroll Compliance	Quick Reference Guides Note: The offering does not include legal advice or guidance.	Access to Quick Reference Guides for each of the fifty (50) United States, which include a summary of the top compliance issues for Client's review and application. ADP reviews payroll trends and evaluates and	Client remains responsible for its compliance with all applicable laws. Client remains responsible for action required in communications issued to Client in the various forms of communications, such as Payroll Alerts.
		communicates payroll best practices and guidance through various forms of communication, such as Payroll Alerts	The Comprehensive Payroll Services are not designed to take into account payroll laws in local jurisdictions.



Services	Service Specifics	Roles and Responsibilities	
		ADP	Client
Payroll Services			
HR, Payroll and Benefits Reporting Tool	ADP Reporting provides comprehensive standard and analytical reports covering HR, payroll, and benefits data.	Provide tools for reporting and support. If Client requires additional assistance in developing reports, ADP will assist in Client's efforts to create reports but will not be responsible for Client's report writing requirements.	Utilize reports and reporting tools as needed to support business needs.
HR, Payroll and Benefits Reporting Tool	ADP Reporting provides comprehensive standard and analytical reports covering HR, payroll, and benefits data.	Provide tools for reporting and support. If Client requires additional assistance in developing reports, ADP will assist in Client's efforts to create reports but will not be responsible for Client's report writing requirements.	Utilize reports and reporting tools as needed to support business needs.
Payroll Interfaces	General Ledger ("GL") Interface Payroll Outbound Interfaces	Maintains system to create expense information file. Provides access and system to create file that contains expense information that can be entered into the more popular general accounting programs. Communicates any payroll related changes that may impact field mapping. Create/Run interface file per the payroll schedule and agreed upon format (custom programming fees may apply). Provide file to designated Client contact.	Generates file and imports to financial system as needed. Maintains mapping of payroll fields to financial system fields. Communicates any mapping updates that impact payroll processing to ADP. Provide initial file/setup requirements and formats for each interface. Provide updates to ADP for any changes to file/setup requirements. Maintain and resolve data accuracy for transferred files.
International and Expatriate Employees	The rules around wage and tax withholding and reporting for Expatriates (U.S. employees working outside the U.S.) and Foreign Nationals (employees from foreign countries working in the U.S.) are complex and require a high level of coordination from Client's payroll, benefit and human resources contacts. ADP will have no responsibility or liability with respect to any payroll calculations, including tax withholding, for Expatriates or Foreign Nationals		Client must have a detailed written policy for compensation of these types of employees and should work with a legal and tax professional due to the complexity of the compensation and taxation at the federal and state level.



Services	Service Specifics	Roles and Responsibilities	
	12	ADP	Client
Payroll Services			
	Expatriates (U.S. employees working outside of the U.S.)	ADP will process payroll for Client to expatriates via such person's U.S. bank account based exclusively on payroll information, including all earnings types, deductions and tax withholdings, provided to ADP by Client. ADP will reasonably assist Client in producing reports requested by Client.	Client must calculate all compensation, including all earnings types, deductions and tax withholdings on global assignments. These calculations include, but are not limited to: cost of living adjustments, hypothetical tax calculations, housing costs, living allowances, state tax issues, tax equalization, tax protection, etc. Client must provide all necessary information for these employees (including earnings, tax withholding, deductions, etc.).
	Foreign Nationals (Foreign employees working in the U.S.)	ADP will process payroll for Client to foreign nationals via such person's U.S. bank account based exclusively on payroll information, including all earnings types, deductions and tax withholdings, provided to ADP by Client.	Client must verify eligibility to work in the U.S. Client must verify VISA and pay requirements under VISA regulations. Client must provide tax withholding guidance for income and Social Security withholdings which may be different for each employee and each type of VISA and country of origin. Client must accurately perform the aforementioned withholdings calculations (typically performed by a third party) to provide ADP with the appropriate direction. Client will monitor hours worked and all events that require tax and other compensation changes and will notify ADP of such changes when required.
Form 1065 (Schedule K-1) Partner's Share of Income, Deductions, Credits, etc.			Client will be responsible,



Services	Service Specifics	Roles and Responsibilities	
		ADP	Client
Payroll Services			
Form 8922 – Third Party Sick Pay Recap	Special rules apply to the reporting of sick pay payments to employees. How these payments are reported depends on whether the payments are made by the employer or a third party, such as an insurance company.	ADP will establish a separate company code if the Client requires the Form 8922. Pay data will be processed to capture the information required on the form. The Form 8922 will be printed at the end of the tax year and sent to the Client for filing with the IRS.	Client must consult with third party plan administrator to determine if plan administrator or ADP will be issuing the employee Forms W-2 and who will be required to file Form 8922. Client understands ADP does not provide tax filing services for Form 8922.
Form 1099-MISC Workers	ADP shall process the payments for the Client's nonemployee workers and annually prepare Forms 1099-MISC for the Client's nonemployee workers ("1099 Workers") as requested by Client for an additional fee. The 1099 Workers must all be listed under a separate control (company code).	ADP will not provide any Wage Garnishment Processing Services (WGPS) or Full Service Garnishment Services for the 1099 Workers.	Client will be responsible for, among other things: (i) compliance with orders to withhold and remittance of amounts demanded for any type of garnishment; (ii) all lien interpretation; (iii) responses to initial orders; and (iv) preparation and transmittal of all employee termination and leave of absence notifications to the appropriate agencies.
Employees located in the US Territories and Caribbean, including Puerto Rico, Guam, and US Virgin Islands	Outside the scope of services under the Comprehensive Payroll offering.		Client must manage all related processing on their own in a separate company code, with separate FEIN. ADP does not provide any payroll compliance support.
Tax Registration Services			
Relevant and Required Information		ADP shall obtain relevant and required information to complete online or paper registration applications.	Client must provide to ADP all information requested by ADP with respect to the Tax Registration Services.
Submission of Applications	Upon Client's request, ADP shall initiate the registration process for each jurisdiction identified by Client and arrange for the submission of the application(s) to the appropriate tax agency on the Client's behalf.	ADP will not perform Tax Registration Services in connection with the following events: (i) mergers and acquisitions; (ii) name, address or entity (corporate form) changes; (iii) applications to a state's Secretary of State; and (iv) closing of accounts with a state taxing agency.	Client may need to provide a signed Power of Attorney (POA) or Reporting Agency Authorization (RAA) when needed by ADP for it to obtain account number and status information from an employment tax jurisdiction.
Communications	ADP shall communicate with the tax agency representatives on the status of the application and notify Client in writing of the new account numbers (to the extent this information is communicated to ADP by the tax agency), other account status information, or problems encountered during the process.	ADP is not responsible for P&I based on timeliness of receipt of the client's ID number.	Client must promptly provide ADP with any communications received from the tax agency which are directly or indirectly applicable to the registration process or that may otherwise impact Client's request for an account number.



SCHEDULE 2 TO ANNEX D

ADP Wage Garnishment Services - Statement of Services

This matrix defines the responsibilities of ADP in delivering Garnishment Services to Client, and also highlights the responsibilities remaining with Client. Please note that all services are provided in accordance with standard ADP processes and methodologies, and are therefore is subject to change in the reasonable discretion of ADP.

Garnishment Servi	ces	Responsit	oility		
Area	Task / Activity	ADP	Client	Third Party	Notes
Garnishment Services Implementation	Provide wage garnishment data in single electronic file in ADP standard format, along with copies of all associated original garnishment orders; resubmit data if original data is returned by ADP		√		
	Complete data conversion test and return any data errors to Client for analysis and resubmission	√			
	Validate results of data conversion test		~		
ADP Wage Garnishment Administration	Send garnishment orders, wage attachments, and garnishment-related documents (e.g., orders of release, balance statements, and employee bankruptcy filings) to ADP; provide corrections/validations for proper processing of withholding orders and information needed for garnishment, termination, leave of absence, and "unable to withhold" notifications.		~		NOTES: • ADP assumes garnishments provided to ADP are valid • Garnishment orders may be provided by Client or Client-authorized third party(ies) Garnishment-related documents received from third parties will be processed by ADP as defined below
	Process new and/or existing garnishment orders and wage attachments received; electronically store garnishment orders; enter garnishment order information into garnishment processing file and transmit to payroll system	V			
Employee Communications	Notify Client employee of garnishment order and/or wage attachment requirements	√			
Non Court-Filed Communications	Complete and send notifications directly to applicable third party(ies)	√			



Garnishment Service	ces	Responsi	oility		
Area	Task / Activity	ADP	Client	Third Party	Notes
Court-Filed Communications	Generate court-filed notifications (CFNs) using Client payroll data and Client-approved templates; apply ("flash") Client signatures and notary stamps and signatures to CFNs generated by ADP as designated and authorized by Client; submit completed CFNs to applicable courts and agencies	*			NOTES: In order to utilize flash signature functionality, Client must approve CFN templates and authorize ADP to flash as part of implementation process or otherwise prior to ADP implementing such functionality CFNs include the following types of correspondence for Writs of Garnishment, wage assignments, bankruptcy, Georgia state tax levies and other documentation required to be filed with a court: Interrogatory (basic form type that do not require any legal interpretation) Answer of continuing lien Employee copy of continuing lien Employee copy of continuing lien Notice of unable to withhold Notice of employee termination Notice of employee not on file Final answer
	For jurisdictions/lien types that Client has not approved for flash signature and/or notarization, send CFN worksheets prepopulated with Client payroll data to Client via PDF image files, and for states that require payment accompany notifications, send to Client via U.S. mail				
	Review/modify, sign, and notarize (where required) CFN worksheets sent by ADP to Client via PDF image file or U.S. mail, and submit completed CFNs to applicable courts and agencies; retain ownership of completion of any CFNs not signed, notarized (where required), or sent		√		
Garnishment Disbursement and Funding	Process garnishment payments every payroll, or according to a defined frequency (e.g., end of each month) in accordance with requirements of garnishment order Fund garnishment payments; process garnishment payments associated with bonus/one-time withholding orders and deductions	· ·	√		

ADP Comprehensive Services | Annex E

Essential ACA



- 1. 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. The following terms shall apply to Essential ACA Services.
 - 1.1 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.
 - 1.2 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.
 - 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.
 - 1.4 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 Essential ACA. 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.

ADP Comprehensive Services | Annex J

Aline Card Services



Aline Card Services. Client desires to receive and ADP agrees to provide the following Services to Client in addition to those already provided under the Agreement. The following additional terms and conditions apply to ALINE Card Services:

- 1 **Definitions**. Unless a capitalized term used herein is defined herein, it shall have the same meaning ascribed that term in the Agreement.
 - 1.1 "ALINE Card" means the pre-paid card issued to Client's Payees for Permitted Payments.
 - 1.2 "ALINE Card Services" refers to ADP's payment of Client's Payees through an ALINE Card issued by the Issuing Bank.
 - 1.3 "ALINE Cardholder" means the Payees of Client who receives an ALINE Card.
 - **1.4** "Identity Verification Documents" means the documents that meet the federal requirements for verifying a Payee's identity and eligibility to work in the U.S. (e.g., (i) a passport, (ii) a U.S. issued driver's license or picture identification card issued by a state or U.S. federal agency and social security card, or (iii) a U.S. issued driver's license and birth certificate).
 - 1.5 "Issuing Bank" means the financial institution selected by ADP that issues the ALINE Card.
 - **1.6** "NACHA" means the National Automated Clearing House Association.
 - 1.7 "Payee" means any intended recipient of payments under the Payment Services and may include Client's employees, taxing authorities, governmental agencies, suppliers, benefit carriers and/or other third parties; provided that in the case of ADP Wage Payment Services, Payee shall be limited to Client's employees and independent contractors.
 - **1.8** "Permitted Payment" means the legal payment of wages, commissions, consulting fees or similar compensation or work-related expenses in the employment context.
 - 1.9 "Regulation E" means the Federal Reserve Board, Regulation E (12 CFR 1005).
- 2 ALINE Card Services. To the extent received, Client will be responsible for securing all welcome kits to prevent unauthorized access or use.
- ALINE Cardholder Set-Up. Client will set-up (or cause ADP to set-up) each Payee as a ALINE Cardholder using data and procedures required by the Issuing Bank or ADP. Client shall obtain all necessary consents of each Payee included in submitted set-up data that is required under applicable law and rules, including NACHA, for Payee to (i) receive payments from Client on its ALINE Card and (ii) participate in the ALINE Card Services, and Client is responsible for reviewing and confirming that all enrollment information supplied to ADP is accurate and complete. To the extent received, Client will be responsible for securing all welcome kits to prevent unauthorized access or use.

Prior to set-up of any Payee on the ALINE Cardholder database and distribution of an ALINE Card to the Payee, Client will verify the Identity Verification Documents. Client shall obtain from the Pavee and provide to ADP the following information: (a) name: (b) residential address (a P.O. Box is not acceptable); (c) date of birth; (d) social security number; and (e) personal telephone number. Client agrees to provide any additional information as may be required by ADP or the Issuing Bank. Client will not provide ALINE Card to individuals outside the United States without the express written consent of ADP. Client further agrees that ADP or Issuing Bank (directly or through a subcontractor) may seek identity information and legal documentation directly from the Payee to verify the identity of any Payee and that a Payee may be denied ALINE Card Services for several reasons, including failure to validate the personal information of the Payee. For each ALINE Cardholder, Client will make and preserve either of the following: (1) a copy of the Identity Verification Documents; or (2) a description of the Identity Verification Documents, noting the date reviewed, type of document, and if applicable, the document's identification number, place of issuance and issuance and expiration date, provided Client will preserve a copy of all Identity Verification Documents for Payees who are form 1099 independent contractors. Client shall retain such documentation during the time that such Payee is a ALINE Cardholder until the earlier of (x) five (5) years from termination of Client's obligation to make payments to such Payee or (y) five (5) years from termination of such Payee's ALINE Card account; provided, however, that in the event a longer retention period is required for the Issuing Bank or ADP to meet its legal obligations, as a result of a change in applicable law or official interpretations thereof, ADP shall provide notice of such longer retention period and Client shall retain such documentation for such longer retention period.

Enrolling Employees for Cards. Prior to providing Payee's information to ADP to issue a permanent ALINE Card or Client enrolling a Payee for an instant issue ALINE Card, Client shall provide each Payee with the notice required under the USA Patriot Act which reads as follows: "IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW PREPAID CARD ACCOUNT". To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open a prepaid card account, we may require your name, address, date of birth, social security number, tax identification number and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents." The USA Patriot Act notice may be updated from time to time by ADP or the Issuing Bank. Prior to or in conjunction with distributing an ALINE Card to any Payee, if applicable, Client shall remove the account routing information from the card kit. Client shall not, disclose or make available any such account routing (ABA/DDA) number to any Payee and shall always direct Payees to the ALINE Cardholder services telephone number to obtain such account routing (ABA/DDA) number. Payees must accept the ALINE Cardholder Terms and Conditions, and the ALINE Card may be cancelled by ADP or the Issuing Bank at any time in accordance with the ALINE Cardholder Terms and Conditions. Client will provide ALINE Cardholders with any other information and materials regarding the ALINE Card Services provided to it from time to time as determined by ADP. The amounts to be loaded to each ALINE Cardholder's ALINE Card will be provided to ADP by Client through one of ADP's standard payroll transmission methods available to Client or another means agreed to by ADP and Client.

ADP Comprehensive Services | Annex J

Align Card Services



- ALINE Card Status, Services and Communications. Client is responsible for ensuring that ALINE Cardholders are paid via an alternate pay method in such instances where a ALINE Cardholder's ALINE Card has not been activated, has terminated, cancelled or is in inactive status and even if a Payee has consented to receive their Permitted Payments by the ALINE Card. Client will direct ALINE Cardholders to ADP's ALINE Cardholder services with respect to any Card inquiries, to resolve all disputes regarding ALINE Card and to report any lost or stolen ALINE Cards, provided Client will resolve disputes by ALINE Cardholders regarding amounts credited or debited to the ALINE Cards at the request of Client (e.g., credits as a result of payroll). Client understands that it is not entitled to access or review any ALINE Cardholder transaction information and that it has no right to draw back any amounts funded to the ALINE Card other than due to an error. Notwithstanding the foregoing, in limited circumstances (e.g., where necessary to investigate or prevent fraud) and consistent with the applicable ALINE Cardholder privacy notice, ADP may provide certain ALINE Cardholder transaction information to Client. ALINE Cardholders may receive notices, mailings and other communications related to the Card and Card features (e.g., secondary cards, card portability, reward programs, etc.) from or on behalf of ADP or the Issuing Bank.
- 6 Issuing Bank. All ALINE Cards issued to ALINE Cardholders are the property of the Issuing Bank and are subject to cancellation by the Issuing Bank at any time in accordance with the Issuing Bank's ALINE Cardholder Terms and Conditions. The ALINE Card Services may be modified as required by the Issuing Bank and as ADP may deem appropriate to assist ADP or the Issuing Bank in complying with its obligations, including legal and regulatory obligations.
- 7 ALINE Cardholder Fees. Client acknowledges that separate fees as set forth on the fee schedule provided in the card kit prior to activation of the ALINE Card will be applied to the ALINE Card and are the responsibility of the ALINE Cardholder. Such ALINE Cardholder fees are subject to change in accordance with the ALINE Cardholder Terms and Conditions applicable to the ALINE Cards.
- 8 Information Requests. Client agrees that upon prior notice from ADP or the Issuing Bank, ADP, the Issuing Bank and any regulatory authorities with jurisdiction over the Issuing Bank or ADP shall have the right to inspect Client's books and records related to Client's use of the ALINE Card Services and Client's performance of its obligations with respect thereto.
- **Third Party Beneficiary.** Notwithstanding anything to the contrary in Annex A, Client agrees that the Issuing Bank (and its respective successors and assigns) is a third party beneficiary of this Agreement, but solely as it relates to the ALINE Card Services, and is entitled to enforce each of the applicable provisions Client as well as the limit on liability provisions of Section 7 of the General Terms and Conditions, including in equity and in law, as if it or they were a party hereto.
- Compliance. Notwithstanding anything to the contrary in the Agreement, ADP shall be responsible for compliance with requirements of Regulation E applicable to financial institutions with respect to payroll card accounts, provided Client will fulfill the compliance responsibilities of Regulation E that Client controls, including: (a) Client will distribute to its Payees all documentation (including without limitation, ALINE Card fee schedule and ALINE Cardholder Terms and Conditions) that ADP makes available to Client for distribution purposes, and (b) Client will not mandate or unduly influence that any Payee receive Permitted Payments only on the ALINE Card; in lieu of such mandate, Client will provide to Payees other legally permissible options for payment of Permitted Payments. Client agrees that it will not rely solely on its use of the ALINE Card Services in complying with any laws and governmental regulations and that it will comply with the financial industry rules and compliance standards imposed by various card/payment networks or associations (e.g., related to such things as card security and fraudulent or impermissible use of ALINE Cards).
- Additional Termination Provisions for ALINE Card Services. In addition to any other terms and conditions of the Agreement, ADP may terminate the ALINE Card Services as follows: (i) the ALINE Card Services (or any feature thereof) in any designated jurisdiction may be terminated on sixty (60) days' notice to Client if ADP or the Issuing Bank believes that any changes in any card network rules or NACHA rules, or changes to, or interpretations of, applicable law by any federal, state or local governmental authority, or any formal or informal order, instruction or directive communicated to ADP or the Issuing Bank by such authority make it commercially impractical to continue to provide the ALINE Card Services (or any feature thereof) in such jurisdiction; or (ii) the Issuing Bank cancels the ALINE Cards issued on behalf of Client (e.g., due to Client's non-compliance with its obligations) or advises ADP that it is no longer willing to service the ALINE Card, provided that in such later instance ADP shall take commercially reasonable steps to engage a successor Issuing Bank, and provided further that ADP shall not be liable for any delay in providing the ALINE Card Services during such search for a successor Issuing Bank.

ADP Comprehensive Services | Annex K

Employment Verification Services



Employment Verification Services. Client desires to receive and ADP agrees to provide the following Services to Client in addition to those already provided under the Agreement. The following additional terms and conditions shall apply:

- 1 Verification Services and Authorization as Agent.
 - ADP currently provides the Employment Verification Services through The Work Number®, an Equifax Workforce Solutions service though ADP reserves the right to provide them through another entity (each, a "Verification Agent"). Notwithstanding anything to the contrary in Section 4.1 of Annex A, Client authorizes ADP and its Verification Agents to disclose, on Client's behalf, employment information (including employees' place of employment and employment status) and income information (including total wages per year to date and previous year income) of Client and Client's employees (or former employees) (collectively, "Verification Data"), to commercial, private, non-profit and governmental entities and their agents (collectively, "Verifiers"), who wish to obtain or verify any of Client's employees' (or former employees') Verification Data. Verification Data will be disclosed to Verifiers who certify they are entitled to receive such data (as described below) pursuant to the Fair Credit Reporting Act, 15 U.S.C. §1681 et seq ("FCRA"), and, in the case of income information requests, who additionally certify they have a record of the employee's consent to such disclosure or who utilize a salary key. In accordance with FCRA, Verification Data may be provided to Verifiers where (i) the employee has applied for a benefit (such as credit, other employment or social services assistance); (ii) the employee has obtained a benefit and the Verifier is seeking to (a) determine whether the employee is qualified to continue to receive the benefit; and/or (b) collect a debt or enforce other obligations undertaken by the employee in connection with the benefit; or (iii) the Verifier is otherwise entitled under FCRA to obtain the Verification Data. In certifying they have a record of the employee's consent, Verifiers generally rely on the employee's signature on the original application as authorization for the Verifier to access the employee's income data at the time of the application and throughout the life of the obligation. Client understands that Verifiers are charged for commercial verifications processed through ADP or its Verification Agents.
 - **1.2 Data Quality.** If requested by ADP, Client agrees to work with ADP during implementation to produce a test file and validate the Verification Data included in the Verification Services database using validation reports made available by ADP or its Verification Agents. If Client uses ADP's hosted payroll processing services, ADP will update the Verification Services database with the applicable Verification Data available on ADP's payroll processing system.
 - 1.3 Notice to Furnishers of Information: Obligations of Furnishers of Information ("Notice to Furnishers"). Client certifies that it has read the Notice to Furnishers provided to Client at the following URL: URL: https://www.consumer.ftc.gov/articles/pdf-0092-notice-to-furnishers.pdf. Client understands its obligations as a data furnisher set forth in such notice and under FCRA which include duties regarding data accuracy and investigation of disputes, and certifies it will comply with all such obligations. Client further understands that if it does not comply with such obligations, ADP may correct incorrect Verification Data on behalf of Client or terminate the Employment Verification Services upon ninety (90) days prior written notice to Client.
 - **1.4 Archival Copies**. Notwithstanding anything to the contrary in Annex A, Client agrees that, after the termination of this Agreement, ADP and its Verification Agents may maintain archival copies of the Verification Data as needed to show the discharge and fulfillment of obligations to Client's employees and former employees and the provisions of Section 4.1 of Annex A will continue to apply during the time that ADP and its Verification Agents maintain any such archival copies.
- 2 Additional Termination Provisions for Employment Verification Services. ADP may, in its sole discretion, terminate the Employment Verification Services at any time upon ninety (90) days prior written notice to Client should a Verification Agent notify ADP that it is no longer willing to provide the Employment Verification Services and ADP, after taking commercially reasonable steps, cannot engage a successor Verification Agent.

ADP Comprehensive Services | Annex X

ADP Professional Services



ADP shall provide to Client certain professional services for the conversion and import of historical hours data as indicated on the Sales Order (the "ACA Professional Services"). As a condition to receiving the ACA Professional Services, Client will be subject to the additional terms and conditions of this Annex X.

- **ADP Resources**. ADP shall select resources including subcontractors that, in ADP's reasonable business judgment, are qualified to perform the ACA Professional Services, and in the case of subcontractors have entered into an appropriate written agreement with ADP (each an "ADP Resource"). The ADP Resources are and shall be, notwithstanding anything to the contrary contained herein, ADP's employees or contractors, and shall not for any purpose be considered Client's employees. ADP or its subcontractor shall be solely responsible for the payment of the salaries of such ADP resources and all matters relating thereto (including the withholding and/or payment of all federal, state and local income and other payroll taxes), worker's compensation, disability benefits, medical and other insurance-related benefits and all such additional legal requirements applicable to employees of ADP or such subcontractor.
- 2 Fees and Expenses. Client shall pay ADP for the ACA Professional Services at the rates specified in the Sales Order or Statement of Work as applicable.
- 3 Billing: ADP shall invoice Client for all ACA Professional Services fees upon the completion of the ACA Professional Services, unless such ACA Professional Services will be provided over a time period which exceeds thirty (30) days, in which case ADP reserves the right to invoice Client on a monthly basis for such Services rendered. ADP shall invoice Client in the same manner for any associated expenses incurred by ADP Resources.
- 4 Limitations of Liability. The provisions of this paragraph supplement the limitation of liability provisions contained in Section 6 of Annex A and shall govern with respect to the ACA Professional Services. Notwithstanding anything to the contrary herein, ADP's sole liability to Client hereunder for monetary damages shall not exceed the aggregate amount of fees paid to ADP hereunder for the ACA Professional Services.
- 5 Completion of ACA Professional Services. Upon completion of the ACA Professional Services, Client will immediately notify ADP if the ACA Professional Services and deliverables outlined in the Sales Order have not been satisfactorily delivered. The ACA Professional Services will be deemed accepted by Client if no response has been received within five (5) days of the date of completion of the ACA Professional Services.
- **Additional Termination Provisions.** The provisions of this paragraph supplement the termination provisions contained in Section 8 of Annex A and shall govern with respect to the ACA Professional Services. Either party can terminate ACA Professional Services at any time for any reason by providing at least ten (10) days' advance written notification to the other party. Upon termination of this Annex by either party for any reason, all fees and expenses for the ACA Professional Services incurred by Client prior to the termination date shall become immediately due and payable.

ALINE Card by ADP®

Implementation Authorization



This form must be completed in its entirety, signed and returned to ADP to begin the ALINE Card Implementation.

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ALINE Card by ADP®

Implementation Authorization

Please list below additional individuals you authorize implementation and/or client services to release and accept information over the phone, fax, or via email.

Add □	Change: □	Delete: □
Contact Name:	Special	Instructions:
Title:	Phone:	Email Address:
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Client Authorizer's Name:		Date:
Authorizer's Email Address:		Authorizer's Phone Number: