

Investment Summary

Kentucky Teachers Retirement Sys
477 Versailles Rd
Lawrenceburg, KY 40342
United States

Today's Date: 3/5/2015
Quote Number: 02-2015-671229.1

Executive Contact
Leeann Uebel
HR Manager
leeann.uebel@ky.gov
502-848-8513

ADP Sales Associate
Michael Zamick
michael.zamick@adp.com
(678) 216-4302

Control # 1 : Quote based on an estimated 95 pays, paid Bi-Weekly
HR: \$285.00 per month (based on 95 lives in HR)

Annual Investment: \$3,420.00

Implementation Cost: \$750.00

Expiration Date: 4/19/2015

SALES ORDER

Kentucky Teachers Retirement Sys
 477 Versailles Rd
 Lawrenceburg, KY 40342
 United States

Today's Date: 3/5/2015
 Quote Number: 02-2015-671229.1

Control Start Date: 5/12/2015

Executive Contact
 Leeann Uebel
 HR Manager
 leeann.uebel@ky.gov
 502-848-8513

ADP Sales Associate
 Michael Zamick
 michael.zamick@adp.com
 (678) 216-4302

Number of Employees for Payroll processing : 95 on control: Kentucky Teachers Retirement Sys

Monthly Fees	Count	Min	Base	Rate	Monthly Fee
Workforce Now HR Solutions	95			\$3.00	\$285.00
Essential HR					
Compliance Reporting			HR Compliance Library		
Policy Acknowledgement			Custom Fields		
Employee Development Tracking			Organization Charting		
Employee and Manager Self Service			ADP Portal with Customized Content		
Paid Time Off Accruals			Access to Mobile Apps		
Essential Benefits					
Multiple Benefit Plan Types			ACA Compliance Dashboard		
Flexible Rate Structures			Dependent & Beneficiary Tracking		
Notifications & Approval			Cobra Event Triggers		
Benefit Plan Creation					

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

Sub Total **\$285.00**

Invoice Details Unit Fees

Revenue Neutral Migration to Latest Version of Workforce Now

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

Sub Total **\$750.00**

Contact Type	Contact	Phone
HR	Leeann Uebel	502-848-8513
Payroll	Leeann Uebel	502-848-8513
Executive	Leeann Uebel	502-848-8513
Client Security Master	Leeann Uebel	502-848-8513
Primary	Leeann Uebel	502-848-8513

Control Summary

Control	Control Name	Company Code	Pays
Control 1	Kentucky Teachers Retirement Sys	HIB	95

Client agrees to direct debit of fees for service: Yes EW 4/7/2015

Expiration Date: 4/19/2015

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

ADP, LLC

By: _____

Name: _____

Title: _____

Date: _____

Client: Kentucky Teachers' Retirement System

By: _____

Name: Eric Wampler

Title: Deputy Executive Secretary

Date: 4/7/2015

**HR, BENEFITS, TALENT MANAGEMENT ADDENDUM
TO
MAJOR ACCOUNTS SERVICE AGREEMENT**

The following additional terms and conditions shall apply only to the extent that the undersigned ("Client") receives HR, Benefits, and/or Talent Management products and services. This Addendum supplements the terms and conditions of the ADP Major Accounts Agreement or such other similar agreement or terms governing the provision of the services by ADP, LLC ("ADP") to Client (the "Agreement").

1. BILLING.

If Client is purchasing ADP's HR, Benefits, and/or Talent Management module(s) and the pricing for such ADP Products and Services is not bundled with Client's pricing for payroll processing services, if any, billing for the HR, Benefits, and/or Talent Management module(s) will begin on the earlier of (i) the date that the module(s) is/are available for use by Client in a production environment OR ninety (90) days from the date of the signature of this Addendum.

2. HR & BENEFITS.

The terms of this Section 2 shall apply only to the extent Client is receiving HR and/or Benefits products and services.

A. Initial Setup Services. Client shall promptly deliver to ADP the Client Content as defined in Section 2F below required by ADP to perform initial setup services for HR & Benefits module. Such information and materials shall be in an electronic file format specified by ADP.

B. Additional Configuration. After completion of initial setup services, ADP will make any subsequent changes to the configuration of the Client Content at Client's request, in HR & Benefits module at ADP's then current benefits maintenance fees.

C. Client Review. Upon completion of any setup services or services referenced in Section 2C above, Client shall review the Client Content included in the HR & Benefits module by ADP. ADP shall have no liability to Client for any errors or inaccuracies in Client Content included in the HR & Benefits module by ADP that has been reviewed by Client.

D. HIPAA Business Associate Agreement. 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"), the services provided under HR & Benefits 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.

E. Carrier Connections. If Client elects the ADP carrier connection service, ADP, or its authorized agent(s), will electronically transmit employee data, including employee benefits enrollment data, to Client's carriers or other third parties authorized by Client, and Client authorizes ADP and its authorized agent(s), to provide such transmission on Client's behalf. Additionally, commencement of the carrier connection service is subject to Client completing the configuration setup of Client Content and the format of such transmission to the designated carriers. The terms for setup services and subsequent setup services set forth in Sections 2B and 2D above will apply to setup for the carrier connection service. Further, ADP's ability to transmit Client's employee benefits enrollment data is subject to the provision by the designated carriers of a current functional interface between the HR & Benefits module and the designated carriers' systems. ADP will not be obligated to transmit Client's data to the designated carriers if at any time Client's designated carriers fail to provide the proper interface as described above. If Client requires the development of any special interfaces in order to transmit such data to the designated carriers, all work performed by ADP to create such interfaces will be at ADP's then current fees for such services. Finally, Client is responsible for promptly reviewing all records of carrier transmissions and other reports prepared by ADP for validity and accuracy according to Client's records, and Client will notify ADP of any discrepancies promptly after receipt thereof. In the event of an error or omission in the carrier connection services caused by ADP, ADP will correct such error or omission, provided that Client promptly advises ADP of such error or omission.

F. Client Content. For purposes of this Addendum, "Client Content" shall mean (i) payroll, benefits, human resources and similar information provided by Client or its employees or plan participants, including transactional information, (ii) all Client information stored on ADP cloud storage service, (iii) Client's trademarks, trade names, service marks, logos and designs and (iv) any other information or

materials provided by Client, regardless of form (e.g., images, graphics, text, etc.), to be included in the HR & Benefits module or any other web-based ADP Product (collectively, "ADP Internet Services"), whether included therein by ADP on behalf of Client as part of its setup services or directly by Client or any of its employees or plan participants. The following provisions shall apply with respect to Client Content:

- i. Client shall be solely responsible for updating and maintaining the completeness and accuracy of all Client Content.
 - ii. Client shall be responsible for obtaining all required rights and licenses to use and display all Client Content in connection with ADP Internet Services. Client hereby grants to ADP for formatting purposes only a non-exclusive, non-transferable license to use, edit, modify, adapt, translate, exhibit, publish, reproduce, copy (including back up copies) and display the Client Content as reasonably necessary to provide ADP Products or perform the Services covered under this Agreement.
 - iii. Client and its employees and plan participants shall not include or provide to ADP for inclusion in any ADP Internet Services any Client Content which is obscene, offensive, inappropriate, threatening, malicious, which violates any applicable law or regulation or any contract, privacy or other third-party right or which otherwise exposes ADP to civil or criminal liability. ADP reserves the right to exclude or immediately remove from any ADP Internet Services any Client Content which it determines in its sole discretion violates the previous sentence, provided that ADP has no obligation to review or monitor the Client Content.
 - iv. Client acknowledges that, in making ADP Internet Services available, ADP is not acting as an investment advisor, broker-dealer, insurance agent or intermediary or a financial or benefit planner. ADP is not providing any benefits or information related thereto.
- G. **Links to Third Party Sites.** The Site(s) may contain links to other internet sites. Links to and from a Site to other third-party sites do not constitute an endorsement by ADP or any of its subsidiaries or affiliates of such third-party sites or the acceptance of responsibility for the content on such sites.
- H. **Transmission of Data.** In the event that Client requests that ADP provide any Client Content or employee or plan participant information to any third party or to any non-U.S. Client location, 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.
- I. **Use of Services.** The ADP HR and Benefits products and services are hosted in the United States and are for use in the United States only except that the HR module of ADP WorkforceNow may be accessed and used by Client from the countries specified on the "Approved Country List" which may be viewed at www.productdescription.majoraccounts.adp.com (which may be modified from time to time). Clients may also utilize the HR module for storage of employee data for its employees located outside of the United States, however Client shall determine whether such storage is permitted by any applicable data privacy or other laws pursuant to Section 1.E. (Compliance with Laws) of the Agreement.

3. TALENT MANAGEMENT.

The terms of this Section 3 shall apply only to the extent Client is receiving Talent Management products and services.

- A. **Use of Services.** The ADP Workforce Now Talent Management solution includes Talent, Recruitment and Compensation Management products and services. Client represents and warrants that it will use ADP Workforce Now Talent, Recruitment, and/or Compensation Management products and services for its own hiring and/or HR management purposes only. Client acknowledges and agrees that ADP will not be deemed to be involved in any hiring decisions or evaluation of candidates in connection with the recruitment services or with any compensation decisions in connection with the compensation management services. The ADP Talent Management solution is hosted in the United States and is for use in the United States only except that the Talent module of ADP WorkforceNow may be accessed and used by Client from the countries specified on the "Approved Country List" which may be viewed at www.productdescription.majoraccounts.adp.com (which may be modified from time to time).
- B. **Customized Content.** Client understands and agrees that to the extent it chooses to customize any content or documents made available to job candidates through ADP Workforce Now Talent, Recruitment, and/or Compensation Management, including but not limited to job descriptions, online application instructions and questions, Client is responsible for the content of any such customization. Client acknowledges that any content provided by ADP Workforce Now Talent, Recruitment, and/or Compensation Management may not be suitable for all situations or in all locations. Client should review applicable laws in the jurisdictions in which Client operates and should consult with its own

legal counsel prior to utilizing the services.

- C. **Sensitive Data.** If Client implements the Talent, Recruitment, and/or Compensation Management products and services to collect any sensitive data elements (or special categories of data), Client shall comply with any additional requirements for the processing of these data elements, and it shall be responsible for respecting all individual rights of access, correction or deletion and for responding to any individual or regulatory inquiries.

ALL MATTERS COVERED IN THIS ADDENDUM, INCLUDING CLIENT'S USE OF THE MODULE, SYSTEM, SITE AND ADP'S PROVISIONS OF HR & BENEFITS AND/OR TALENT AND RECRUITMENT SERVICES ARE SUBJECT TO THE ADDITIONAL TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT. IN THE EVENT OF CONFLICT BETWEEN THE TERMS AND CONDITIONS OF THIS ADDENDUM AND THE AGREEMENT, THE TERMS AND CONDITIONS OF THIS ADDENDUM SHALL CONTROL. ALL OTHER TERMS AND CONDITIONS OF THE CLIENT'S AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. The terms defined in the Agreement governing the provision of the Services and used in this Addendum shall have the same respective meanings as set forth therein, unless clearly otherwise defined in this Addendum.

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

ADP AND CLIENT ACKNOWLEDGE AND AGREE TO THE FOREGOING. EACH PARTY REPRESENTS THAT IT IS DULY AUTHORIZED TO EXECUTE THIS ADDENDUM.

ADP, LLC

By: _____

Name: _____

Title: _____

Date: _____

Client Kentucky Teachers' Retirement System

By: _____

Name: Eric Wampler

Title: Deputy Executive Secretary

Date: 4/7/2015

ADDENDUM
to
MAJOR ACCOUNTS AGREEMENT
between
ADP, LLC
and

Kentucky Teachers' Retirement System
(Insert Client Name)

This Addendum, made as of the 7 day of April, 2015 by and between ADP, LLC ("ADP") with its principal office at One ADP Boulevard, Roseland, New Jersey 07068, and Kentucky Teachers' Retirement System, having a principal place of business at 479 Vee-Sonles Road Frankfort KY 40601 ("Client"), contains changes, modifications, revisions and additions to the Major Accounts Agreement between ADP and Client (the "Agreement").

WHEREAS, Client desires to receive Essential ACA services from ADP; and

WHEREAS, ADP is willing to provide such services;

NOW THEREFORE, 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:

The following new terms shall be added to the Agreement:

SECTION 1 OVERVIEW.

1.1 Description. ADP will provide the Essential ACA solution specified in the Sales Order (and any applicable service specification) (collectively, the "Essential ACA solution") to Client in accordance with the terms of this Agreement. Essential ACA is a technology and software solution to assist in managing compliance needs related to the Affordable Care Act (ACA), including eligibility calculations and affordability determinations, preparation and electronic filing of 1094c and 1095c forms, access to evidence of benefit offering information and benefit offering audit reports. Client must use ADP Workforce Now payroll, HR and benefits services in order to receive the Essential ACA solution.

1.2 Grant of License; Limitation on Use. ADP grants to Client a personal, non-exclusive, non-transferable right and license to use solely for the internal business usage of Client and only in connection with its receipt of the Essential ACA solution, the ADP Products delivered to Client, if any, in connection with the Essential ACA solution. Client will not copy, assign, loan, sub-license or otherwise transfer the ADP Products, or alter, modify or adapt (or cause to be altered, modified or adapted) the ADP Products. Client may not obscure, alter or remove any copyright, trademark, service mark or proprietary rights notices on any ADP Products. Client will not publish the results of benchmark tests run with the ADP Products. CLIENT WILL NOT RECOMPILE, DISASSEMBLE, REVERSE ENGINEER, OR MAKE OR DISTRIBUTE ANY OTHER FORM OF THE ADP PRODUCTS. Client's use of any pre-packaged third party software will be governed by the terms and conditions of the applicable third party license agreement delivered to Client with such pre-packaged third party software. Client will not (i) employ the development tools provided to Client, (ii) write or modify reports (excluding reports generated using ADP's ad hoc reporting tools provided to Client) or interfaces, or (iii) modify the database, in any way, except as expressly authorized by ADP.

1.3 Delivery of Client Content. Client shall promptly deliver to ADP the Client Content as required by ADP in an electronic file format specified by and accessible to ADP and will include any materials relating to Client and necessary for incorporation in the Essential ACA solution, including, but not limited to, any Human Resources, Payroll, Time and Labor, Benefits, Form I-9, and/or financial data.

1.4 License to Client Content. Client hereby grants ADP a non-exclusive, non-transferable license to use, edit, modify, adapt, translate, exhibit, publish, reproduce, copy (including back-up copies) and display the Client Content as reasonably necessary to perform the Essential ACA solution.

1.5 Limitation on Client Content. Client is solely responsible for all Client Content and for obtaining all required rights and licenses to use and display such Client Content and to grant to ADP the licenses granted hereunder in connection with the Essential ACA solution. Client shall provide to ADP Client Content that does not contain any content or materials which are obscene, offensive, inappropriate, threatening, malicious, which violate any applicable law or regulation or any contract, privacy or other third party right or which otherwise exposes ADP to civil or criminal liability. ADP reserves the right to exclude or immediately remove from the System any Client Content which it determines in its sole discretion violates the previous sentence, provided that ADP has no obligation to review or monitor the Client Content. "System" means, if applicable, the hardware, operating system software, web application, ADP Products, database programs and network connectivity.

SECTION 2 THE SERVICES.

2.1 Client ACA Liaison. Prior to the commencement of ADP's provision of the Essential ACA solution, Client shall designate in writing to ADP the name of one person who shall serve as ADP's principal designated contact for the Essential ACA solution (the "Client ACA Liaison"). Client hereby represents and warrants to ADP that the Client ACA Liaison has, and shall at all times have, the requisite authority to transmit information, directions and instructions on behalf of Client. The Client ACA Liaison also shall be deemed to have authority to issue, execute, grant, or provide any approvals (other than amendments to this Agreement), requests, notices, or other communications required or permitted under this Agreement (including, without limitation, Change Items) or requested by ADP in connection with the Essential ACA solution. Client shall designate an alternate Client ACA Liaison in the event the principal Client ACA Liaison is not available.

2.2 Client instructions. In the event ADP shall have any questions relating to a particular set of facts or client directions, then ADP shall request clarification from the Client ACA Liaison. The Client ACA Liaison shall have the responsibility to obtain answers to any such questions or objections and ADP shall be entitled to rely upon such answers and to follow any directions communicated by the Client ACA Liaison. Client authorizes ADP to release employee-related data to third party vendors of Client as are designated by Client from time to time. ADP shall be under no duty to question the measures taken or directions provided by Client pursuant to any section of this Addendum.

~~**2.3 Client indemnity.** Client shall indemnify, defend and hold ADP harmless from and against any and all liabilities, claims, penalties, damages, forfeitures, suits, and the costs and expenses incident thereto (including the costs and expenses of defense, settlement and reasonable attorneys' fees), arising from or claimed to have arisen from the performance by ADP of the Essential ACA solution, including any such liability, claims, damages, costs or expenses arising from or claimed to have arisen from actions ADP performs in connection with the Essential ACA solution pursuant to any Client Files (as defined herein) supplied by Client or any instruction, request or representation of Client, except to the extent such liability, claims, damages, costs or expense arise from the negligence or willful misconduct of ADP, or any breach by ADP of this Agreement.~~

EW
4/7/2015

2.4 Disclaimer. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE SCOPE OF SERVICES, CLIENT EXPRESSLY ACKNOWLEDGES THAT ADP IS NOT THE "ADMINISTRATOR" OR "PLAN ADMINISTRATOR" AS DEFINED IN SECTION 3(16)(A) OF ERISA AND SECTION 414(g) OF THE INTERNAL REVENUE CODE, RESPECTIVELY, NOR IS ADP A "FIDUCIARY" WITHIN THE MEANING OF ERISA SECTION 3(21). ADP SHALL NOT EXERCISE ANY DISCRETIONARY AUTHORITY OR DISCRETIONARY CONTROL RESPECTING MANAGEMENT OF ANY BENEFIT PLANS SPONSORED OR OFFERED BY CLIENT. ADP HAS NO DISCRETIONARY AUTHORITY OR DISCRETIONARY RESPONSIBILITY IN THE ADMINISTRATION OF THE CLIENT'S BENEFIT PLAN(S). ADP EXPRESSLY DISCLAIMS ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS WITH RESPECT TO THE ESSENTIAL ACA SOLUTION, THE ADP PRODUCTS OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP.

SECTION 3 IMPLEMENTATION SERVICES.

3.1 Implementation Services. ADP will assist Client in implementing the Essential ACA solution for the benefit of and in conjunction with Client in accordance with the provisions of this Section 3. ADP will use commercially reasonable efforts to complete the implementation services in a timely manner.

3.2 Conversion of Data; Required Timeline. Client shall provide to ADP, and shall cause any third-party providers to provide to ADP, such applicable Client files, databases and other information (the "Client Files") as is necessary to permit the Essential ACA solution to be performed. Client must provide the Client Files to ADP by November 1st of the year preceding the year in which the preparation and electronic filing of 1094c and 1095c forms will be provided. For purposes of clarification and example, in order for ADP to perform the preparation and electronic filing of 1094c and 1095c forms in January of 2016, Client must provide the Client Files in accordance with the terms and conditions of this Addendum, and such Client Files must be accepted and converted by ADP by November 1, 2015. Client assumes the responsibility for the Client Files to be transmitted to ADP, including, but not limited to, their condition, content, format, usability or correctness. Client shall perform all Client Files refinement, purification and reformatting in order for the Essential ACA solution to be performed by ADP. ADP shall be compensated on a time and expense basis at ADP's standard rates in effect at such time in the event ADP is required to perform any such refinement, purification or reformatting. Client will cooperate with ADP and provide ADP with all necessary information and assistance required in order for ADP to successfully convert the Client Files. ADP will notify Client when, in accordance with its normal acceptance procedures, the applicable Client Files have been successfully converted and when the Essential ACA solution are operational. Client understands and agrees that if Client fails to provide the Client Files in order for such Client Files to be accepted and successfully converted by November 1st in any given year, ADP will not provide the preparation and electronic filing of 1094c and 1095c forms for that year and Client will not be eligible for credit of any fees paid for the Essential ACA solution for that year. The obligations described in this Section 3.2 shall apply to ongoing provision of Client Files to ADP by Client.

3.3 Project Lead. Client will designate a project lead for the implementation of the Essential ACA solution and will promptly notify ADP of the name, telephone number and email address of such person. The Client project lead will be deemed to have authority to issue, execute, grant, or provide any approvals, requests, notices, or other communications required under this Addendum or requested by the other party in connection with the implementation of the Essential ACA solution. The project lead will bring appropriate personnel/skillsets to the project as needed.

SECTION 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 the Essential ACA solution. Client shall reimburse ADP for any costs ADP is required to bear in connection with or arising out of any such transmissions of data from and/or to such third party vendors.

SECTION 5 RECORDS.

ADP is not, and will not be, Client's official record-keeper. Accordingly, Client will, to the extent it deems necessary, keep copies of all source documents of the information delivered to ADP.

SECTION 6 REGULATORY FEES.

In the event that Client or ADP is subjected to any form of governmental or regulatory fees or charges related to the Essential ACA solution provided by ADP under this Addendum, such charges will be the responsibility of Client.

SECTION 7 LICENSED ENTITY.

Notwithstanding the use in this Addendum of the word "ADP", in the event that ADP determines that all or a portion of the Essential ACA solution may be subject to licensing or other regulatory requirements, such services shall be performed solely by such wholly owned subsidiary of Automatic Data Processing, Inc. as shall be designated by ADP.

All other terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between the terms and conditions of this Addendum and the terms and conditions of the Agreement, this Addendum shall prevail. The terms defined in the Agreement and used in this Addendum shall have the same respective meanings as set forth in the Agreement, unless clearly otherwise defined in this Addendum.

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

ADP, LLC

By: _____

Name: _____

Title: _____

CLIENT Kentucky Teachers' Retirement System

By: _____

Name: Eric Wampler

Title: Deputy Executive Secretary



ACA Services Statement of Work

TAXPAYER LEGAL NAME: Kentucky Teachers' Retirement System	
Legal Address	City, State, Zip
479 Versailles Road	Frankfort, KY 40601
Payroll Contact	Executive Contact
Leanne G. Uebel	J. ERIC Wampler
Phone	Email
(502) 848-8513	eric.wampler@ky.gov

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

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

Option 1: Client does not need or already has hours history in Workforce Now
Check here if client does not need options 2, 3 or 4 below; if not checked, please select ONLY one of the 3 options listed below

Option 2: ACA Historical Hours Import: When client elects to upload up to 12 months of hours history themselves
Client Elects: No Charge

Option 3: ACA Historical Hours Import*: When up to 12 months of hours history is required
Includes: Extraction, conversion and import into Workforce Now on the client's behalf; Limited to one source / vendor
Client Elects: \$1,000 Conversion Fee (SCN: 4Z R00116)

Option 4: Full Check History Conversion*: When importing up to 4 years' worth of history is needed
Includes: Extraction, conversion and import into Workforce Now on the client's behalf; Limited to one source / vendor
Client Elects: \$2,600 Conversion Fee (SCN: 4Z R00111)

*For Options 3 or 4, Letter Agreement Required; Note prior vendor name here: _____

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

Option 1: Client does not need; Already has active plans with effective dating & historical data loaded in Workforce Now Benefits Module
Check here if client does not need options 2 OR 3 below; if not checked, please select options 2 and/or 3 listed below

Option 2: Current Medical Plan Creation: Required only for migrating HR Profile(PCPW), HR eXpert(Pay eXpert) & Essential HR (WFN v2) clients that need a medical plan created, post migration, in Essential HR & Benefits. *Not needed for clients upgrading to Enhanced HR with Enhanced Benefits
Includes: Creation of Current Plan, Enrollment & Dependent History going back to beginning of current calendar year
Client Elects: \$500 Conversion Fee (SCN: 4Z F00064)

Option 3: ACA Employee Load: Required only if medical plan runs on a fiscal year or Benefits Module is setup mid-calendar year
Includes: Importing Effective Date, ACA Status, Minimum Value Provided, Cost of Employee-only Coverage for current calendar year
Client Elects: \$500 Conversion Fee (SCN: 4Z F00063)

C. Self Funded / Self Insured Plan Support

Option 1: Client does not have a Self Funded/ Self Insured Medical Plan
Check here if client has a Fully Insured medical plan OR had the ADP Benefits Module active as of January 1

Option 2: ACA Dependent Load: Required only if Self Funded/Self Insured plans and client is setting up Benefits Module mid-calendar year
Includes: Importing Effective Date, Covered Dependents and prior plan creation (if applicable) going back to beginning of current calendar year
Client Elects: \$500 Conversion Fee (SCN: 4Z F00065)

Terms & Conditions: Changes to project scope and/or unforeseen internal/external issues such as delays beyond ADP control may impact completion date and project cost. Prices for the statement of work as set on the effective date shall not change, but any changes or additions to the statement of work shall be subject to price changes in the normal course of business, at ADP's discretion.

Upon completion of the services, Client will immediately notify ADP if the services and deliverables outlined in this statement of work have not been satisfactorily delivered. Services, including any deliverables, will be deemed accepted by Client unless Client notifies ADP within 10 business days of the date of completion of the services.

In the event that Client terminates this SOW or the Agreement and work hereunder has already commenced, Client agrees that it is responsible for all costs and fees incurred by ADP prior to the effective date of such termination and such amounts shall be due and payable by Client to ADP within 5 days of receipt of invoice.

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

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

*This proposal expires thirty (30) days after Proposal Date if not signed by Client. Options & Rates above only apply to companies with 999 employees or less; Valid through 3/15/2015

ADP Sales Associate:	Date:	Client Authorization: KTRS	Date:
		DES	4/7/15



Workforce Now Sales Order

INSPAPER, LEGAL NAME
 KENTUCKY TEACHERS RETIREMENT SYS
 477 VERMILION ROAD
 KY 40302
 Phone: 502-848-8513
 Email: greg@kentuckyretire.org

County: Franklin
 State: KY
 Zip: 40302

Order Number: 49980
 Order Date: 4/7/2015
 Order Type: New Sales Order

Item #	Description	Quantity	Unit Price	Total Price	Comments
1	Workforce Now - Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
2	ACA Enrollment Fee	1	\$1,710.00	\$1,710.00	
3	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
4	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
5	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
6	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
7	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
8	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
9	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
10	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
11	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
12	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
13	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
14	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
15	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
16	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
17	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
18	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
19	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
20	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
21	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
22	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
23	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
24	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
25	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
26	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
27	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
28	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
29	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
30	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
31	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
32	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
33	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
34	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
35	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
36	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
37	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
38	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
39	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
40	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
41	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
42	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
43	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
44	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
45	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
46	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
47	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
48	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
49	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
50	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
51	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
52	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
53	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
54	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
55	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
56	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
57	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
58	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
59	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
60	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
61	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
62	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
63	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
64	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
65	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
66	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
67	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
68	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
69	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
70	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
71	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
72	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
73	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
74	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
75	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
76	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
77	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
78	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
79	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
80	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
81	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
82	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
83	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
84	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
85	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
86	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
87	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
88	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
89	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
90	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
91	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
92	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
93	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
94	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
95	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
96	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
97	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
98	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
99	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	
100	ACA Initial Enrollment Fee	1	\$1,710.00	\$1,710.00	

Total per Processing Fee: \$1,710.00
 Discount: \$0.00
 Total: \$1,710.00

DDP: YES NO

Client Authorized: YES NO
 Date: 4/7/2015
 Sales Manager: KATES

AOP Sales Associate: YES NO
 Date: 4/7/2015
 Sales Manager: KATES