

Company Information

Regional Transit Authority
2817 Canal St
New Orleans, LA 70119-6301
United States

Executive Contact

Darlene Leduff
Associate IT Director
dleduff@rtafoward.org
(504) 427-9441

Important Project and Billing Information

Billing for Enhanced Time will begin on the date Enhanced Time is available for use by the CLIENT in a production environment. The billing counts is based on all non-terminated employees in the Time Module. This count includes practitioners and supervisors.

The Enhanced Time pricing is based solely on tracking US employees Only. Extra fees will apply for tracking any lives outside the US.

Other

ADP Fees for service frequency and method will follow that of the parent company code.

Summary

Estimated Annual Net Investment:	\$68,334.00	Total Net Implementation:	\$10,750.00
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The ADP Services Listed on this Sales Order are provided at the prices set forth herein and in accordance with the ADP Master Services Agreement (or other similar agreement governing ADP's services), which shall include any appendix, exhibit, addendum, schedule or other similar document attached thereto or accompanying this Sales Order. By signing below you are acknowledging and agreeing to such terms and conditions and to the listed prices.

ADP, LLC

Client: Regional Transit Authority

Signature: *Troy Sicard*
Name: TROY SICARD
Title: MINJUL ACCOUNT DISTRICT MGR
Date: 3/11/2020

Signature: *Darlene Leduff*
Name: Darlene Leduff
Title: Assoc. Dir. Info Technology
Date: 3/11/2020

Sales Order

Quote Number
02-2020-134122.3



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Processing Fees and Considerations

Number of Employees: 800 on Regional Transit Authority , Company Code SLF

 Monthly Processing	Count	Min	Base	Rate	Monthly
Workforce Now Time and Attendance	800	\$1,400.00	-	\$4.90	\$3,920.00
<ul style="list-style-type: none"> Enhanced Time Hosting Services 					
InTouch Bar-code Time Clock Subscription	13	-	-	\$136.50	\$1,774.50

 Total Annual Investment	Total Annual
Workforce Now Services	<u>\$68,334.00</u>

 Other Considerations	Setup
Implementation	
<ul style="list-style-type: none"> Implementation for Workforce Now Time and Attendance 	\$10,750.00

 Total Other Considerations	Total Setup
Implementation and Setup	\$21,500.00
Implementation Discount Value	(\$10,750.00)
Estimated Total Net Implementation	<u>\$10,750.00</u>

Financial
Review

Sales Order

Quote Number
02-2020-134122.3



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Workforce Now Included Services

Enhanced Time

- Multiple Time Collection Methods
- PTO Management & Reporting
- Request & Approval Workflows
- Access to Mobile Apps
- Rule Based Calculations
- Enhanced Accruals 'Engine'
- Time Off Request Template

Hosting Services

Thank you for your consideration



ADP Workforce Now



ADP, LLC: (referred to herein as "ADP")

One ADP Boulevard
Roseland, New Jersey 07068
United States

Client: (referred to herein as "Client")

Regional Transit Authority
2817 Canal St

New Orleans, LA 70119-6301, United States

(Effective Date)

Attention
Darlene Leduff

This Amendment modifies, amends, and supplements the terms and conditions of the ADP Workforce Now – Master Services Agreement (or Workforce Now Agreement or such equivalent terms and conditions or agreement between ADP and Client. ADP and Client agree that ADP shall provide Client with the following services in accordance with the terms set forth in such Workforce Now Services Master Services Agreement or equivalent.

ANNEX C: TIME AND ATTENDANCE SERVICES

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

If there is a conflict between this Amendment and any other agreement (or any amendment or addendum to such other agreement) between Client and ADP (or if such other agreement contained terms for services that were not purchased at the time the other agreement was executed), this Amendment shall govern with respect to the services listed above. The terms set forth herein replace in their entirety any duplicative terms set forth in Client's current agreement for services.

ADP, LLC	CLIENT
<i>Troy Sicard</i>	<i>Darlene Leduff</i>
(Signature of Authorized Representative)	(Signature of Authorized Representative)
TROY SICARD	DARLENE LEDUFF
(Name - Please Print)	(Name - Please Print)
MASON ACCT DM 3/11/2020	ASSOCIATE DIRECTOR INFO TECHNOLOGY 3/11/2020
(Title) (Date)	(Title) (Date)



- 1 **ADP Time & Attendance Services.** ADP will provide Client with those time & attendance services delivered via ADP Workforce Now including ADP Workforce Now Essential Time, ADP Workforce Now Enhanced Time or ADP Enterprise eTime ("ADP Time & Attendance Services"). For hosted ADP Workforce Now Enhanced Time and ADP Enterprise eTime products only, additional license terms are available at www.adp.com/itlicense/terms. ADP Time & Attendance Services are available for use in a limited number of countries outside the United States, although certain restrictions and requirements may apply.
- 2 **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:
 - 2.1 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.
 - 2.2 Regarding Time & Attendance Hardware are 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.
 - 2.3 **Maintenance Fees.** Maintenance services for the Time & Attendance Hardware are applied 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 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.
 - 2.4 **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.
 - 2.5 **Biometrics.**
 - 2.5.1 **Definitions.**
 - 2.5.1.1 "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.
 - 2.5.1.2 "Biometric Identifier" means a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry.
 - 2.5.1.3 "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.
 - 2.5.1.4 "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.
 - 2.5.1.5 "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.
 - 2.5.2 **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:
 - 2.5.2.1 **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):
 - 2.5.2.2 **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:



- 2.5.2.2.1 a retention schedule and guidelines for permanently destroying Biometric Identifiers and Biometric Information;
- 2.5.2.2.2 a commitment to destroy Biometric Data when the initial purpose for collecting or obtaining such identifiers or information has been satisfied or within 3 years of the individual's last interaction with Client, whichever occurs first; and
- 2.5.2.2.3 any additional requirements as required by applicable law.
- 2.5.2.3 **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
 - 2.5.2.3.1 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;
 - 2.5.2.3.2 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
 - 2.5.2.3.3 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.
- 2.5.2.4 **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.
- 2.5.2.5 **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 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.
- 2.5.3 **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.
- 2.5.4 **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.