

Clerk of the County Legislature

#### SECOND AMENDMENT TO SERVICES AGREEMENT

THIS SECOND AMENDMENT TO SERVICES AGREEMENT is made and entered by and between Jackson County, Missouri ("Employer") and CBIZ Benefits & Insurance Services, Inc. ("CBIZ").

WHEREAS, the parties have entered into a certain Services Agreement effective July 1, 2022 (the "Agreement") and a certain First Amendment to Services Agreement effective July 1, 2024 (the "First Amendment"); and

WHEREAS, the parties wish to amend the Agreement as specifically set forth below.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

- I. The parties agree that CBIZ will provide Employee Handbook Consulting Services as outlined on Addendum D, attached hereto and made a part of the Agreement. Employer agrees to pay the fee for those services as outlined on Addendum D..
  - II. The effective date of this Second Amendment is October 1, 2024.
- III. The parties to this Second Amendment hereby agree to ratify and renew all other terms and conditions of the Agreement and First Amendment, unless specifically modified herein, and acknowledge that the Agreement, First Amendment, and this Second Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, CBIZ and Employer have caused this Second Amendment to Services Agreement to be executed on the date written below.

Employer Jackson County, Missouri	CBIZ Benefits & Insurance Services, Inc.
Title: <u>Needox of Human Resources</u>	Title: Executive Vice President
APPROVED AS NO FORM	Date: 10/14/2024
County Counselor  ATTEST:	
Maria Douris	

FILED

OCT 18 2024 Revised 8/2024

MARY JO SPINO COUNTY CLERK

# ADDENDUM D EMPLOYEE HANDBOOK CONSULTING SERVICES

### Employee Handbook

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- Review HR-related policies in the employee handbook
- \* Meet with key Employer stakeholders responsible for creating and implementing company policies and procedures to gain additional understanding.
- Draft revised employee handbook that is compliant with federal and state law.
- Provide recommendations, adding and consolidating policies as necessary based on compliance and best practices.
- Coordinate the edit and review process by incorporating feedback from the key personnel and the organization's choice of legal counsel to ensure consistent application of policies and compliance with legal requirements.
- Provide an electronic copy of the consolidated final version of the employee handbook.

## Employer Responsibilities

Make all management decisions as it relates to all HR process and policies and will have the option to have the employee handbook updated for an additional fee.

# Annual Employee Handbook Review\_(if requested and for an additional fee)

- \* Comprehensive legal review for federal compliance and updates
- State/locality review for compliance and updates
- Update policies and language to reflect changes in the organization
- Draft revised Employee Handbook
- Provide recommendations as requested based on compliance and best practices
- ❖ Coordinate the edit and review process by incorporating feedback from the key personnel and the organization's choice of legal counsel to ensure consistent application of policies, and compliance with legal requirements
- Provide an electronic copy of the consolidated final version of the Employee Handbook

# Develop New HR-related Policies (if requested and for an additional fee)

- Meet with key Employer stakeholders responsible to create and implement new policies and procedures telephonically gain additional understanding
- Draft new policy based on compliance and best practices
- ❖ Coordinate the edit and review process by incorporating feedback from the key personnel and the organization's choice of legal counsel to ensure consistent application of policies and compliance with legal requirements
- Provide an electronic copy of the final policy

This Agreement is an Administrative Services Only (ASO) agreement. Employer will retain all management decisions regarding human resources. CBIZ will advise management on these matters but will not assume responsibilities for decision-making.

Based upon our prior experience in conducting similar projects, we estimate total professional fees associated with this project to be as detailed below.

#### **Professional Fees**

PROJECT	FIXED CONSULTING FEE
Employee Handbook*	\$14,750
Annual Renewal - Optional	\$6,000

If the volume of work changes substantially due to a change in scope, CBIZ may need to discuss an adjustment in the professional fees documented herein. CBIZ does not anticipate that this will occur; however, we would discuss this with you before proceeding and obtain your prior approval.

In addition to professional fees, we bill clients for direct project expenses. Items such as travel, overnight mail, courier services, etc. are considered expenses and are billed as incurred. CBIZ will bill for all out of pocket expenses approved by management.

Fees and expenses are collected on a monthly basis for the services performed in the prior month. Such fees are collected via ACH from CBIZ payroll unless otherwise discussed. Fees are due upon receipt of the bill and accounts are considered past due if payment is not received by the end of the following month. In the event payment is not made when due, a monthly finance charge of 1.5% will be added to the outstanding balance and services will be suspended if payment is more than 60 days in arrears. Any questions concerning the bill should be brought to our attention.