Pennsylvania Right-to-Know Law Request
York County – Human Resources / Payroll (Countywide)

Pursuant to the Pennsylvania Right-to-Know Law ("RTKL"), 65 P.S. §§ 67.101 et seq., I respectfully request access to the following public records relating to York County's countywide Human Resources and Payroll operations.

Under the RTKL, records documenting agency operations, financial administration, policies, procedures, audits, and contracts are presumed public unless a specific, narrowly construed exemption applies. See 65 P.S. §§ 67.102, 67.305(a).

"To the extent any responsive policy documents have been produced in response to R000461-121125, a prior Right-to-Know request, this request seeks all other responsive records not previously produced, as well as confirmation of whether such policies remain current."

1. Overtime and Compensatory Time Policies
All current written policies, procedures, manuals, directives, or guidance documents governing overtime eligibility, approval, compensatory time accrual and usage, timekeeping requirements, and supervisory approval standards applicable countywide.
Legal basis: PSEA v. Commonwealth, 148 A.3d 142 (Pa. 2016).

2. Payroll and Timekeeping Oversight / Internal Controls
All written policies or procedures describing payroll review, internal controls, timekeeping audits, and compliance reviews.
Legal basis: Allegheny County Dept. of Admin. Services v. Parsons, 61 A.3d 336 (Pa. Commw. Ct. 2013).

3. Internal Audits, Reviews, or Assessments (Last Two Years)
Any final internal audits, reviews, summaries, memoranda, or reports created within the last two calendar years relating to payroll, overtime, comp time, or timekeeping compliance.
Legal basis: Kaplan v. Lower Merion Twp., 19 A.3d 1209 (Pa. Commw. Ct. 2011).

4. Overtime Expenditure Summaries (Aggregated Data)
Aggregated records showing total overtime paid by department and by job title or classification for the last two calendar years.
Legal basis: Sapp Roofing Co. v. Sheet Metal Workers, 713 A.2d 627 (Pa. 1998).

5. Payroll and Timekeeping Systems / Vendor Records
Records identifying payroll systems, vendors, and contracts governing those services.
Legal basis: 65 P.S. § 67.708(b)(26); Office of the Governor v. Bari, 20 A.3d 634 (Pa. Commw. Ct. 2011).

Format and Response Requirements
Records may be provided electronically pursuant to 65 P.S. § 67.705. Any denial must cite

specific statutory exemptions per 65 P.S. § 67.903, and segregable portions must be produced under 65 P.S. § 67.706.

R000463-121225 - Right to Know Request

Message History (4)

On 1/13/2026 7:24:00 PM, York County PA Open Records Office wrote:

Subject: [Right-to-Know Records Center] R000463-121225 :: [REQUEST TYPE]:: R000463-121225
Body:

RE: Reference # R000463-121225, Right to Know Request of December 12, 2025.

[redacted],

The County of York received a Right to Know Request from you on December 12, 2025. You requested the following information:

"Please see the attached records request."

With regard to Request No. 1, please be advised that these were previously provided to you. There are no updated versions at this time.

With regard to Request No. 3, based on the information provided in your request, the County performed a reasonable search and did not find any records. Therefore, there are no documents that are responsive to this specific request in the County's possession or under its custody or control. Moore vs. Office of Open Records, 992 A.2d 997, 909 (Pa. Cmwlth. Ct. 2010). Pursuant to the Office of Open Records' final Decision in Jenkins vs. Pa. Dep't of State, OOR Dkt. AP 2009-065, it should be noted that: "It is not a denial of access when an agency does not possess records and [there is no] legal obligation to obtain them (see e.g. 65 P.S. §67.506(d)(1))."

With regard to Request Nos. 2, 4 and 5, the County has performed a search and has identified documents responsive to your request. Please log in to Right-to-Know Records Center at the following link to retrieve the appropriate responsive documents.

Right to Know Request - R000463-121225

Please note that with regard to the overtime aggregated summaries, the County is not able to run a report by positions. However, the County can run a report that provides the total aggregate by department. This report has been provided.

You have the right to appeal the denial of any information, if applicable, in writing to Office of Open Records, 555 Walnut Street, Suite 605, Harrisburg, PA 17101-2234. Your appeal must be filed with the Office of Open Records within fifteen (15) business days of the date of this response.

Sincerely,

Jonelle Eshbach
Solicitor
Solicitor's Office

On 12/17/2025 8:36:19 PM, York County PA Open Records Office wrote:

Subject: [Right-to-Know Records Center] Right to Know Request :: R000463-121225

Body:



RE: Right to Know Request Reference # R000463-121225 created on December 12, 2025,

[redacted],

The County of York Open Records Office received a public records request from you on December 12, 2025. You requested the following:

"Please see the attached records request."

Please be advised that the County of York is invoking its right to an additional thirty (30) days to respond to your Open Record Request as the extent or nature of your request precludes a response within the required five-day time period.

Thank you for your patience in awaiting this information.

Sincerely,

Jonelle Eshbach

Solicitor

Solicitor's Office

To view the full details of this request please log into the Right-to-Know Records Center

Powered by GovQA

On 12/12/2025 3:08:56 PM, York County PA Open Records Office wrote:

YORK COUNTY PENNSYLVANIA

[redacted]:

Thank you for your request to the York County Open Records Office. Your request has been received and is being processed in accordance with the Right-to-Know Law. Your request was received in this office on 12/12/2025 and given the reference number R000463-121225 for tracking purposes.

Records Requested: Please see the attached records request.

Your request will be forwarded to the relevant department(s) to locate the information you seek and to determine the volume and any costs associated with satisfying your request.

You will be provided with any responsive documents after we complete our search.

PLEASE NOTE: The Right to Know Law does not require a governmental body to create new information, to do legal research, or to answer questions.

You can monitor the progress of your request at the link below and you'll receive an email when your request has been completed. Again, thank you for using the Right-to-Know Records Center.

To monitor the progress or update this request please log into the Right-to-Know Records Center

Powered by GovQA

On 12/12/2025 3:08:54 PM, [redacted] wrote:

Request Created on Public Portal

TimeForce

Qqest software systems

Terms and Conditions

QQEST STANDARD SALES AND LICENSE AGREEMENT

THIS SALES AND LICENSE AGREEMENT (the "Agreement"), dated effective as of the date executed by both parties below (the "Effective Date"), is by and between Qqest Software Systems, Inc., a Delaware corporation with its principal place of business at 9350 South 150 East, Suite 300, Sandy, UT 84070, ("Qqest"), and County of York, Pennsylvania an organization with its principal place of business at 28 E Market St, York, PA 17401 ("Customer").

1. DELIVERY OF SOFTWARE/HARDWARE

1.1 Delivery. The Qqest hardware equipment ("Equipment") and software ("Software") (collectively, the "Product") to be delivered by Qqest hereunder is listed in the proposal to which this Agreement is attached. Qqest shall deliver to Customer's premises all Equipment and Software to be provided by Qqest, in accordance with a delivery schedule that is mutually agreed to by Qqest and the Customer.

1.2 Delay. In the event of a delay for any cause beyond the reasonable control of Qqest, the date or dates of performance of this contract by Qqest shall be extended for a period equal to the time lost by reason of the delay. Qqest shall not be liable for any delay in the production, delivery or supervision of installation of any of the Equipment or Software covered hereby if such delay shall be due to any cause whatsoever beyond the reasonable control of Qqest including, without limitation, fire, strike, lockout, dispute with workmen or unions, natural disasters, acts of public enemies, accident, delay in transportation, shortage of fuel, inability to obtain material, embargo, or demand of any governmental or war activity.

1.3 Training and Support. Qqest shall make available to Customer training and support services that it has announced or may announce as generally available for the type of Equipment and Software ordered under this Agreement.

2. SALE OF EQUIPMENT

2.1 Sale. Qqest hereby sells to Customer, in consideration of the payments set forth in Section 4 below, all of Qqest's right, title and interest in and to the Equipment; provided, however, that any firmware included as part of the Equipment and all intellectual property rights (including any patent rights and trade secrets) shall remain the sole property of Qqest.

2.2 Preparation for Installation. Customer shall at its expense prepare its premises for installation of the Equipment and shall provide all necessary space, cable troughs, special cables, conduits, fittings and the like, along with all electrical, mechanical and water services required for installation of the Equipment.

2.3 Supplies. All supplies for use with the Equipment are to be provided at Customer's expense and are to meet specifications set forth by Qqest. Qqest agrees to sell to Customer, for use with the Equipment, such supplies and spare parts as it shall have available for sale and which may be suitable for use on or in connection with, the Equipment.

3. LICENSE OF SOFTWARE AND DOCUMENTATION

3.1 License. Qqest hereby grants to Customer, for the internal use of the Customer only, a personal, non-transferable and non-exclusive license to use: (I) the Software, solely in executable object code format; and (ii) the documentation provided hereunder.

3.2 Restrictions. Customer shall: (a) not copy the Software except to copy it onto a hard disk attached to one of Customer's workstations at the Authorized Location(s) and to make one copy of the Software solely for backup purposes; (b) not copy any of the Documentation for any purpose outside of backup and business purposes; (c) not assign this Agreement or transfer, lease, export or grant a sub-license of the Software or the license contained herein to any Person except as and when authorized to do so by Licenser in writing; (d) not modify, create derivative works of, reverse engineer, decompile or disassemble the Software; (e) take all reasonable precautions to prevent its employees and consultants from using the Software in any way that would constitute a breach of this Agreement as the Customer would otherwise take to protect its own proprietary software or information; and (f) not modify, localize, translate or create derivative works of any portion of the Software or its documentation. For the purposes of this Agreement,

1/5meeting

"Person" includes an individual, partnership, corporation, joint venture, trust, unincorporated organization or any other judicial entity recognized by law. Customer may use the services of a facilities management or outsourcing corporation in the normal course of business, provided that such corporation agrees in writing to assume the obligations of this Agreement and to use the Software solely for Customer's benefit.

3.3 Documentation. Qqest shall provide to Customer documentation that it has announced, or may announce, for use with the type of system ordered under this Agreement. The delivery date of such items shall be in accordance with the normal distribution policy then in effect for such items by Qqest.

3.4 Ownership. Qqest shall retain all right, title and interest, including without limitation all patents, copyrights, trade secrets and other intellectual property rights, in and to the Software and all copies thereof, including derivative works, subject to the license set forth in this Agreement. Qqest specifically reserves all rights not expressly granted to Customer in this Agreement.

4. TERMS OF PAYMENT

4.1 Fees. The purchase amount/price and license fees, payable hereunder, shall be due and payable as follows:

25% at contract signing exclusive of annual maintenance ($21,375.00)
25% at installation of software exclusive of annual maintenance ($21,375.00)
25% at completion of training exclusive of annual maintenance ($21,375.00)
25% at acceptance of the system exclusive of annual maintenance ($21,375.00)
Annual maintenance at acceptance of the system ($8,505.00)
Travel and accommodations for onsite time billed as incurred, not to exceed $1,500.00
Professional services will not exceed $22,500.00

4.2 Invoices. Qqest shall issue invoices for any additional charges as may be applicable to this sale under Section 4 hereof. Each such invoice shall be due and payable thirty (net 30) from date of receipt of invoice.

4.3Taxes. Customer shall be responsible for all applicable taxes on the fees paid by Customer to Qqest, including, without limitation, any and all sales, use, value-added and personal property taxes, (excluding taxes on Qqest's net income).

5. CONFIDENTIAL INFORMATION

5.1 Definition. "Confidential Information" means the Software and its source code, trade secrets, a party's methods of operation, advertising and marketing strategies, information about future product releases and launch dates, customer lists, any written materials marked as confidential and any other information, including visual or oral information, which reasonably should be understood to be confidential. Confidential Information does not include information that the party who received such information ("Recipient") from the other party ("Discloser") can prove: (a) is now or later becomes generally available to the public without fault of Recipient; (b) was rightfully in Recipient's possession prior to its disclosure by Discloser; (c) is independently developed by Recipient without the use of any Confidential Information of Discloser; or (d) is obtained by Recipient without obligation of confidentiality from a third party who has the right to disclose it; or (e) is required to be disclosed by law or judicial order, provided that prior written notice of such required disclosure is given to Discloser as soon as practicable in order to give Discloser the chance to object to the disclosure or to seek a protective order.

5.2 Use and Disclosure. Recipient shall not disclose to any person or use for any purpose, except as expressly permitted by this Agreement, any Confidential Information of Discloser. Recipient may disclose Confidential Information only to its employees who need to know such information, and who are bound to keep such information confidential. Recipient shall give Discloser's Confidential Information at least the same level of protection as it gives its own Confidential Information of similar nature, but not less than a reasonable level of protection. Recipient shall maintain Confidential Information in a safe and secure place and shall not copy Confidential Information except to the extent necessary for the purposes of this Agreement.

5.3 **Agreement Terms.** The parties acknowledge that the agreement is a public record under the Pennsylvania Right to Know (RTK) Law. County agrees not to publish the agreement on the County's website.

5.4 Survival. The confidentiality obligations hereunder shall survive any termination or expiration of this Agreement.

6. WARRANTIES; INDEMNIFICATION; LIMITATIONS

6.1 Qqest warrants that Customer shall acquire good and clear title to the Equipment, free and clear of all liens and encumbrances. Qqest warrants that the Software shall perform in conformance with the specifications attached hereto and contained in the User Guide in all material respects for a period of ninety (90) days from the date of installation, or as agreed. Qqest offers a maintenance agreement for continued support. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OF QQEST, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITH RESPECT TO MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS OF THE SOFTWARE OR OTHER MATERIALS FOR ANY PARTICULAR PURPOSE OR INTENDED USE.

6.2 Qqest agrees to defend and hold Customer harmless from and against any and all third party claims or suits (collectively "Claims") that the Equipment and/or the Software infringes any U.S. patent, copyright, trademark or trade secret, and pay any liabilities, damages, costs and expenses (including reasonable attorneys' fees) finally awarded therein or paid in settlement; provided that Customer shall give prompt written notice to Qqest of the assertion of any such Claim and provided further that Qqest shall have the right to select counsel and control the defense and settlement thereof, subject to the right of the Customer to participate in such action or to proceed at its own expense with counsel of its own choosing. Qqest shall have no liability if such Claim is based upon the use of the Software: (a) in a modified state not provided by Subcontractor; or (b) in a manner other than for which it was designed, or (c) in a combination with any other software, equipment, product or process not furnished by Qqest. If the Software is finally held or believed by Qqest to infringe, Qqest shall use reasonable efforts to obtain a license under the rights that have been infringed, to modify the Software so it is noninfringing or to provide substitute software that is noninfringing; provided that if in Qqest's judgment such options are not commercially reasonable, Qqest may terminate the license for the infringing Software upon written notice. This Section 6.2 states the entire obligation of Qqest with respect to infringement of proprietary or intellectual property rights of third parties.

6.3 IN NO EVENT WILL QQEST BE LIABLE FOR LOST DATA, LOST PROFITS OR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE FURNISHING, PERFORMANCE, OR USE OF ANY EQUIPMENT, SOFTWARE OR SERVICES PROVIDED FOR IN THIS AGREEMENT. Qqest's total liability, if any, including but not limited to liability arising out of contract, tort, breach of warranty or conditions, infringement or otherwise, shall in any event not exceed, in the aggregate, the amounts paid by Customer under this Agreement. This limitation shall apply whether or not the alleged breach by Qqest is a breach of condition or fundamental term, or a fundamental breach. QQEST SHALL NOT BE LIABLE FOR ANY FAILURE OR DELAY IN PERFORMANCE HEREUNDER IF SUCH FAILURE OR DELAY IS DUE, IN WHOLE OR IN PART, TO ANY CAUSE BEYOND ITS CONTROL. No action, regardless of form, arising out of this Agreement may be brought by Customer more than two (2) years after the facts giving rise to the cause of action have occurred, regardless of whether those facts by that time are known to, or reasonably ought to have been discovered by, Customer.

7. RISK OF LOSS / DAMAGE Should any loss, damage or injury result to the Equipment, from any cause whatsoever, while in possession of Customer or its agents, such loss, damage or injury shall not relieve the Customer from the obligation to pay for the same according to the terms of this Agreement.

8. TERM AND TERMINATION

8.1 Term. The term of this Agreement is perpetual, subject to termination as set forth below.

8.2 Termination for Cause. Either party may terminate this Agreement if the other party commits a material breach of this Agreement and does not cure such breach within thirty (30) days of written notice

specifying such breach (except for breaches by a party of the confidentiality obligations or payment obligations, for which the cure period will be ten (10) days after receipt of written notice of such breach).

8.3 Effect of Termination. In the event of termination for any reason, Customer shall immediately cease using the Software and, within thirty (30) days of the date of termination, shall return to Qqest or destroy all copies of the Software in its possession or control. The Maintenance Agreement shall automatically terminate on the same date as this Agreement is terminated. Each party shall promptly return to the other party or destroy all Confidential Information of the other party. Customer shall pay all accrued charges and fees within thirty (30) days of the date of termination.

8.4 Survival. Sections 1.2, 3.2, 3.4, 4.3, 5, 6, 7, 8.3 and 9 shall survive any termination of this Agreement.

9. GENERAL

9.1 This Agreement is not assignable by Customer without the prior written consent of Qqest, which shall not be unreasonably withheld.

9.2 Governing Law. This Agreement shall be governed by the laws of Pennsylvania (excluding conflicts of laws provisions). The parties submit to the exclusive jurisdiction and venue of Pennsylvania and federal courts with respect to any action between the parties relating to this Agreement.

9.3 Injunctive Relief. Customer acknowledges that Qqest's Software, trade secrets, and other Confidential Information are highly valuable to it, and that money damages would not be a sufficient remedy for any breach of Customer's obligations herein with respect to confidentiality and use of Qqest's proprietary materials and information. Therefore, in the event of any breach by Customer of its obligations with respect to the scope of its licenses or confidentiality, Qqest shall be entitled to seek specific injunctive relief as a remedy for such breach, in addition to all other available legal or equitable remedies, without the necessity of posting bond or other security.

9.4 Publicity. Neither party shall release any press release or other public statement regarding this Agreement without the prior consent of the other party, which shall not be unreasonably withheld. However, Qqest is permitted to include Customer's name on customer lists that may be provided to potential customers and other third parties.

9.5 Severability. In the event that any of the sentences herein or any portion of any of the sentences contained in this Agreement are unenforceable or declared invalid for any reason whatsoever, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining sentences or remaining portions of such sentences and such unenforceable or invalid sentence or portion thereof shall be severed from the remainder of this Agreement.

9.6 Entire Agreement; Amendment; Waiver. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and that this Agreement supersedes all proposals, oral or written, all previous negotiations, and all other communications between the parties with respect to the subject matter hereof. Any terms and conditions of any purchase order or other instrument issued by Customer in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement shall not be binding on Qqest and shall not apply to this Agreement. This Agreement may be amended only by a written document signed by authorized representatives of both parties. The waiver by either party of any default, breach or obligation hereunder shall be ineffective unless in writing, and shall not constitute a waiver of any subsequent breach or default.

9.7 Notices. All notices or other communications required under to this Agreement shall be in writing and shall be deemed given if delivered personally or mailed by registered or certified mail, return receipt requested, or by commercial overnight delivery service with provisions for a receipt, or by confirmed facsimile or e-mail, to the address of the receiving party first set forth above or such other address a party may specify by written notice.

9.8 Independent Contractors. The parties are independent contractors, and this Agreement shall not be construed to create any agency, franchise, or partnership between them.

CUSTOMER REPRESENTS THAT HE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Qqest Software Systems, Inc.:

By: _____
Signature

Name: Johann Smit

Title: VP Enterprise Division

Date: 1/31/2011

County of York, Pennsylvania (Customer):

By: _____
Signature

Name: Steve Chronister

Title: President Commissioner

Date: 1-5-2011