



*Providing Outstanding Service Since 1963*

**Board of Directors**

James Wall, Chair  
Raymond Tjulander, Vice Chair  
Jane Nye, Director  
Janna Orkney, Director  
Leon E. Shapiro, Director

**NOTICE OF SPECIAL MEETING**

**NOTICE IS HEREBY GIVEN** that the Triunfo Water & Sanitation District Board of Directors will hold a Special Meeting by video conference on Tuesday, September 1, 2020, at 5:15 p.m.

**Due to the threat of COVID-19 this meeting will be conducted pursuant to Governor Gavin Newsom’s Executive Orders N-25-20 and N-29-20, which suspend certain requirements of the Ralph M. Brown Act to support social distancing guidelines and limit the spread of the virus. The District’s Board of Directors will be attending the meeting and conducting the District’s business via video conference. All votes of the Board shall be conducted by roll call vote.**

This meeting is being held via Zoom and all attendees are muted by default. To join via computer, click the following link: <https://us02web.zoom.us/j/85782478427>

If you do not have speakers or a microphone on your computer, you can dial in for audio. Call (669) 900-9128 or (346) 248-7799 and enter ID: 857 8247 8427.

If you would like to speak during the public comment portion of the meeting:

**ONLINE:** Raise your hand, or use the Q&A panel to submit written comments.

**PHONE:** press \*9 to raise your hand, \*6 to send a request to be unmuted to submit verbal comments.

Public comment on any agenda item will be accepted by email to [JulietRodriguez@vrsd.com](mailto:JulietRodriguez@vrsd.com). All public comments sent via email **must be received by 4:00 p.m. (PDT) on Tuesday, September 1, 2020 to be read into the public record.** A copy of the video recording will be posted on the District’s website after the meeting.

The meeting will also be livestreamed via YouTube. A link is available on the District’s website: [triunfowsd.com](http://triunfowsd.com).

The business to be transacted is as follows:

**A G E N D A**

The Board agenda is posted at least 24 hours preceding the Board Special meeting, and contains all items on which Board action will be allowed pursuant to Government Code Section 54954.2. Action will be taken on unanticipated items only when an emergency (as defined in Government Code Section 54956.5) exists or as otherwise allowed under Government Code Section 54954.2(b). In compliance with the Americans with Disabilities Act, if you need special accommodation/assistance to participate in a District event, please call the California Relay Service TDD line at (800) 735-2929 or the Clerk of the Board at (805) 658-4642 at least 48 hours prior. Notification prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to participate. Copies of individual reports may be requested from the Clerk of the Board or viewed on the District's website, [www.triunfowsd.com](http://www.triunfowsd.com).

1. Call to Order, Roll Call

2. Pledge of Allegiance

3. Agenda Review (General Manager/Board of Directors)

Consider and approve, by majority vote, minor revisions to the Board agenda items or related attachments and any item added to, removed from, or continued from the Board agenda.

4. Comment (Items not on the agenda – 5 minute limit)

**Due to the threat of COVID-19 this meeting will be conducted pursuant to Governor Gavin Newsom's Executive Orders N-25-20 and N-29-20, which suspend certain requirements of the Ralph M. Brown Act to support social distancing guidelines and limit the spread of the virus. The District's Board of Directors will be attending the meeting and conducting the District's Business via video conference.** Public comment on any agenda item will be accepted by email to JulietRodriguez@vrsd.com. All public comments sent via email must be received by 2:00 p.m. (PDT) on Monday, August 17, 2020 to be read into the public record. A copy of the video call recording will be posted the District's website after the meeting.

**ACTION ITEMS** (Items 5 through 7)

5. TWSD Employee Resolution No. TWSD 2020-007

It is recommended that the Board A) Discuss the TWSD Employee Resolution TWSD 2020-007, modify if necessary, and approve the Resolution; and B) Direct Legal Counsel to reference the Resolution in the Core Management Contracts.

6. Transfer of Board Member Compensation Processing from Ventura Regional Sanitation District to Paychex

It is recommended that the Board approve the transfer of responsibilities from Ventura Regional Sanitation District to Paychex for the processing and reporting of the District's Board Member's compensation.

7. Approval of Service Agreement with Paychex, Inc. for HR and Payroll Services

It is recommended that the Board A) Review and approve the Service Agreement with Paychex, Inc. and authorize the Chair of the Board to sign the electronic version with an initial contract price of \$16,800; and B) Authorize the Director of Finance to increase the Fiscal Year 2021 Adopted Budget in the amount of \$16,800 for this Service Agreement with Paychex, Inc.

**ORAL REPORTS** – (Items 8 through 10)

8. Standing Committee Reports:

A. Finance Committee

- B. Personnel Committee
- C. Public Outreach / Communications Committee

9. Board Member Comments

This is an opportunity for Board members to briefly comment on matters they deem appropriate to the business of TWSD. A Board member may ask a question of staff for clarification, make a brief announcement, or make a brief report on his or her own activities related to the TWSD. A Board member may also provide a reference to staff or other resources for factual information, or request staff to report back to the Board at a subsequent meeting concerning a matter related to TWSD business. The Board may also direct staff to place a matter of business on a future TWSD Board agenda.

10. General Manager, Legal Counsel Comments

**ADJOURNMENT:** Adjourn to the Regular Meeting to be held on Monday, **September 21, 2020** at 5:15 p.m. via video conference.

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**Board of Directors**

- James Wall, Chair
- Raymond Tjulander, Vice Chair
- Jane Nye, Director
- Janna Orkney, Director
- Leon Shapiro, Director

*Providing Outstanding Service Since 1963*

September 1, 2020

Board of Directors  
Triunfo Water & Sanitation District  
Ventura County, California

**TWSD EMPLOYEE RESOLUTION NO TWSD 2020-007**

**Summary**

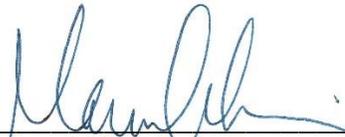
The Triunfo Water & Sanitation District (District) Board approved an updated business plan, for the transitioning of administrative and financial functions, from Ventura Regional Sanitation District to the District. As part of that updated plan, the Board also approved the Core Management Contracts with the understanding that staff would bring back a resolution providing additional detail regarding proposed employee benefits (TWSD Employee Resolution).

In general, this Resolution establishes the detailed framework and methodology for providing benefits for the various core management classifications. The Resolution framework describes benefits eligibility, levels of compensation, various paid leave, basis for merit and COLA increases, etc. In the short term, this Resolution is intended to be a companion document to the Core Management Contracts pending the development of a comprehensive Employee Handbook, which will include the information currently in this Resolution, but will also be expanded to address a wider range of mandatory employee training and Policies.

**Recommendation:**

It is recommended that the Board:

- A. Discuss the TWSD Employee Resolution No. TWSD 2020-007, modify if necessary, and approve the Resolution; and
- B. Direct Legal Counsel to reference the Resolution in the Core Management Contracts.

REVIEWED AND APPROVED:   
Mark Norris - General Manager

Attachment: TWSD Employee Resolution No. TWSD 2020-007

**TRIUNFO WATER & SANITATION DISTRICT**

**RESOLUTION NO. TWSD 2020-007**

**A RESOLUTION OF THE TRIUNFO WATER & SANITATION DISTRICT  
BOARD OF DIRECTORS ESTABLISHING AND AUTHORIZING CERTAIN BENEFITS  
FOR DISTRICT EMPLOYEES**

**WHEREAS**, the Triunfo Water & Sanitation District (“District”) has determined a fundamental need to employ a general manager, sanitation experts, and other persons (“Employees”) to carry into effect the powers of the District; and

**WHEREAS**, the District seeks to employ said Employees, pursuant to Health & Safety Code Section 4739; and

**WHEREAS**, the District’s Board of Directors has identified that certain additional benefits should be included in addition to any monetary compensation offered to Employees in order to provide competitive employment packages and ensure adequate compensation for employee recruitment and retention; and

**WHEREAS**, the District’s Board of Directors has determined that it is in the best interest of the District and its customers that Employees be provided such additional benefits in order to effectively maintain the District’s services and operations; and

**WHEREAS**, the District’s Board of Directors seek to clearly identify and define the additional benefits to provide transparency and consistency; and

**WHEREAS**, this Resolution is adopted as a temporary measure to guarantee Employees these additional benefits while and until the District’s Board of Directors approve and adopt a comprehensive Employee Handbook for all District Employees.

**NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED** by the Board of Directors of the Triunfo Water & Sanitation District that:

1. *Definitions.*

- a. “Employees” means every employee of the District.
- b. “Full Time Employees” specifically means the District’s full-time, exempt salaried employees. Any time “Full Time Employees” is used, those terms specifically and only apply to Full Time Employees.

## 2. *Holidays.*

- a. District Holidays. The District shall observe the following twelve (12) Holidays (“District Holidays”):
  - New Year’s Day (January 1<sup>st</sup>)
  - Martin Luther King Jr. Day
  - President’s Day
  - Cesar Chavez Day
  - Memorial Day
  - Independence Day (July 4<sup>th</sup>)
  - Labor Day
  - Veteran’s Day
  - Thanksgiving Day
  - Friday after Thanksgiving Day (Black Friday)
  - Christmas Eve (December 24<sup>th</sup>)
  - Christmas (December 25<sup>th</sup>)
- b. Weekend Holidays. If a District Holiday falls on Saturday, it shall be observed on the preceding Friday. If a District Holiday falls on a Sunday, it shall be observed on the following Monday.

## 3. *Annual Leave.*

- a. Full-Time Employees are eligible and shall be entitled to up to one-hundred and eighty-four (184) hours of annual leave time (equal to twenty-three (23) days of leave) per fiscal year (“Annual Leave”).
  - i. For all Full-Time Employees who begin employment with the District during the middle of a fiscal year, the Full-Time Employee’s Annual Leave shall be prorated based upon the time remaining on the fiscal year. For example, a Full-Time Employee who starts on January 1<sup>st</sup> shall be entitled to 50% of the 184 hours of Annual Leave, or 92 hours.
- b. Accrual. Full-Time Employees may roll-over unused Annual Leave at the end of each fiscal year, but may not accrue more than six-hundred (600) hours of Annual Leave in total.

## 4. *Wellness Benefit.*

- a. Full-Time Employees. The District shall provide all Full-Time Employees up to \$1,874.00 per month as a “Wellness Benefit” for health coverage.
- b. Limitations. An Employee’s Wellness Benefit shall be limited to health insurance, dental insurance, and vision insurance

- c. Opt-Out. All Employees may opt out of their Wellness Benefit. In exchange for opting out of a Wellness Benefit, the Employee may receive up to 75% of the applicable maximum Wellness Benefit as additional monetary compensation.

5. *Retirement.*

- a. Defined Contribution. Sixteen and a half percent (16.5%) of Full-Time Employees' base pay shall be directed to a retirement fund or deferred compensation plan established by the District.
- b. Base Pay Only. All contributions are limited to an employee's base pay and may not include other forms of payment or monetary compensation, including other benefits received by Employees pursuant to this Resolution.

6. *Other Benefits*. The District shall obtain and provide all Employees other additional benefits, including short-term and long-term disability insurance coverage, life insurance coverage, and an employee assistance program ("Other Benefits"), as such Other Benefits are offered and provided by Paychex, and conditioned upon the approval of the District's Board of Directors.

7. *Vehicle Allowance*. The District shall provide all Full-Time Employees a monthly vehicle allowance of [DOLLARS] (\$X.XX) for the purposes of purchasing and/or leasing, maintaining, repairing, and insuring a vehicle for such Employees to use for any and all purposes related to their District duties.

8. *Worker's Compensation.*

- a. The District shall provide workers' compensation coverage that protects all Employees who are injured or disabled while performing District-related job duties.
- b. A comprehensive Workers' Compensation Insurance plan shall be procured by the District and approved by the District's Board of Directors.
- c. In order to receive any Workers' Compensation benefits to which an Employee may be entitled, the Employee must:
  - i. Report any work-related injury to their supervisor immediately;
  - ii. Provide a written report describing the nature of the injury and when and how the injury occurred;
  - iii. Seek medical treatment and follow-up care, if required;

- iv. Provide a supervisor with certification from a healthcare provider regarding any need for Workers' Compensation Disability leave, as well as Employee's eventual ability to return to work.
  - d. California Labor Code § 5401.7 requires the District to report any claims that are suspected as fraudulent. Any person who makes or causes to be made any knowingly false or fraudulent material statement or material representation for the purpose of obtaining or denying Workers' Compensation benefits or payments is guilty of a felony. A violation of this law is punishable by imprisonment for one to five years, or by a fine not exceeding \$50,000.00 or double the value of the fraud, whichever is greater, or both.
9. *Social Security*. The District shall comply with the Social Security Act and any other applicable federal laws concerning contributing to Employees' Social Security benefits.

10. *Administrative Leave*.

- a. In addition to the benefits described herein, all Employees may be eligible for up to five (5) days of Administrative Leave per calendar year.
- b. Any Administrative Leave shall be awarded to an Employee by the District's General Manager on a discretionary basis.
- c. Administrative Leave does not accrue. Nor is Administrative Leave subject to buy-outs.

**PASSED, APPROVED, AND ADOPTED** this 1<sup>st</sup> day of September 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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James Wall, Chair  
 Triunfo Water & Sanitation District  
 Board of Directors

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Juliet Rodriguez  
 Clerk of the Board

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Leon Shapiro, Director

September 1, 2020

Board of Directors  
Triunfo Water & Sanitation District  
Ventura County, California

**TRANSFER OF BOARD MEMBER COMPENSATION PROCESSING FROM VRSD TO PAYCHEX**

**Summary**

In order to avoid potential tax reporting issues, it is necessary to transfer the responsibility for the Triunfo Water & Sanitation District's Board Member's stipend payment and deferred compensation from Ventura Regional Sanitation District (VRSD) to Paychex, Inc. Board Members currently participate in the Lincoln Financial Deferred Compensation Plan and future options are being researched and will be presented to the Board for consideration.

Please contact me at (805) 658-4621 or email marknorris@trunfowd.com if you have any questions or need additional information.

**Fiscal Impact**

The cost for Paychex to provide payroll services for the Board Members is approximately \$400 annually and is included in their Agreement. VRSD will continue to assemble the payment information and submit to Paychex.

**Recommendation**

It is recommended that the Board approve the transfer of responsibilities from VRSD to Paychex for the processing and reporting of the District's Board Member's compensation.

REVIEWED AND APPROVED:   
Mark Norris - General Manager

Attachment: None

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Leon Shapiro, Director

September 1, 2020

Board of Directors  
Triunfo Water & Sanitation District  
Ventura County, California

**APPROVAL OF SERVICE AGREEMENT WITH PAYCHEX, INC. FOR HR AND PAYROLL SERVICES**

**Summary**

The Triunfo Water & Sanitation District (District) Board approved moving forward with Paychex, Inc. (Paychex) to be the District's HR and payroll services provider. To implement Paychex's services, the District must approve and sign the Service Agreement. Staff and District Legal Counsel have reviewed and approve the Paychex Agreement and recommend Board approval.

**Fiscal Impact**

The initial annual cost for Paychex to provide HR support, payroll, retirement, and other benefits is \$16,800. Funding for this service is not included in the FY2021 Adopted Budget. Approval of this Agreement will require a budget adjustment.

**Recommendation**

It is recommended that the Board:

- A. Review and approve the Service Agreement with Paychex, Inc. and authorize the Chair of the Board to sign the electronic version with an initial contract price of \$16,800; and
- B. Authorize the Director of Finance to increase the Fiscal Year 2021 Adopted Budget in the amount of \$16,800 for this Service Agreement with Paychex, Inc.; or
- C. Provide alternative direct to staff.

REVIEWED AND APPROVED:   
Mark Norris - General Manager

Attachment: Paychex Service Agreement (draft)

# Proposal for Services

## HR Solutions



**Prepared for:**

Triunfo Water & Sanitation District  
Chi Hermann  
1001 Partridge Dr STE 150  
Ventura, CA 93003  
chispuff@aol.com

**Prepared by:**

Eddie Sharifi  
Sales Representative - HR Services  
Ventura Office  
Oxnard, CA 93036  
esharifi@paychex.com  
+1 8055514026



HR | Payroll | Benefits | Insurance

# Executive Summary

On behalf of Paychex, I'd like to thank you for the opportunity to discuss your organizational needs and review how we may effectively partner to help you reach your business objectives.

To support your evaluation process, I've prepared this proposal for your review. In the following sections, we'll cover:

## **Your Custom Paychex Solution**

Reviews the Paychex HR technology and service solutions we recommend to help address your current challenges.

## **Service and Implementation**

Provides information on the implementation process, including timing, personnel, and the transition to ongoing service.

## **Investment Summary**

Outlines all costs and financial investment associated with your custom Paychex solution.

Over our 45+ year history, we've helped thousands of customers like you realize measurable results and better business outcomes by simplifying complexities related to:

## **People**

Shaping a workforce that's:

- Engaged
- Driven, and
- Aligned with leadership expectations and vision

## **Money**

Managing critical financial processes like:

- Running payroll
- Remitting payments, and
- Managing expenses

## **Productivity**

Moving the organization forward by:

- Uncovering efficiencies
- Reducing risk, and
- Improving data integrity

I'm confident Paychex can deliver the capabilities you need to help resolve your challenges and realize meaningful results for your organization. Please review the following information and feel free to contact me with any questions or feedback you may have. I appreciate your consideration and I look forward to discussing next steps.

# Your Custom Paychex Solution

## Business is better with your dedicated HR Professional

Paychex recommends the Total HR Solution. At the core, is an experienced HR professional dedicated to your business. Their goal? Help simplify and streamline the complexities of running your business to improve productivity, reduce risk and reinforce company culture. Count on your HR Professional to use their experience and key insights gained from Paychex Flex® integrated platform to develop a tailored HR action plan and provide ongoing support for your business.

### Hire and Retain Talent

- Implement a strategic hiring and onboarding process specific to your company's goals
- Go paperless and streamline the onboarding experience by using industry-leading technology
- Indeed.com credit to expand recruiting efforts

### Engage and Motivate Your Workforce

- Provide employee development and leadership training with a customized program delivered on-site or online through a Learning Management System
- Implement a Performance Management system that aligns with your company goals and schedule
- Promote a culture of growth with a career path program

### Provide Top-Tier Benefits

- Medical Insurance
- Voluntary benefits; Dental, Vision, Life\*
- 401K Recordkeeping and Administration
- FSA and HSA accounts
- Employee Assistance Program
- Employee Discount Program
- Financial Wellness Program



### Efficiently Manage Critical Processes

- Run Payroll on your schedule
- Tax Processing in compliance with latest regulations
- Time Off Accrual service
- Choice in employee pay options
- Unemployment claim support
- Worker's Compensation service\*\*

### Increase Employee Productivity

- Streamlined user experience with our integrated platform:
  - Single sign-on platform that's mobile-friendly
  - Employee self-service for quick access to information
  - Real-time Analytics and HR Dashboards
- Workflow and Approvals
- Benefits Administration

### Reduce Business Risk

- Help your company stay compliant with federal and state regulations
- Develop company policies and clarify your culture with an Employee Handbook
- Manage safety compliance with OSHA Safety assessment, programs, and training
- Business continuity and data security support

\*Insurance sold and serviced by Paychex Insurance Agency, Inc., 150 Sawgrass Drive, Rochester, NY 14620. CA License #0C28207.

\*\*The Paychex Insurance Agency Workers' Compensation Payment Service is available in all states except Alaska, Hawaii, North Dakota, Ohio, Washington, and Wyoming.

# Service and Implementation

## Your Paychex Team:



### **Paychex HR professional**

Your dedicated HR professional will perform an HR assessment and build an ongoing HR action plan, guide you through any state and federal employment questions and provide effective recommendations that will help you consider how business decisions could impact your organization and employees.



### **Dedicated Payroll Specialist**

Count on your Dedicated Payroll Specialist to process payroll as well as answer any wage and payroll tax related questions.



### **Safety representative**

Your safety representative will work with you to help create a safety program for your industry.



### **Representatives from the following areas are available to discuss your needs, including:**

**Retirement Services** – Retirement plans and recordkeeping for you and your employees

**Health and Benefits** – Health insurance and supplemental coverage\* options best suited for your business

**Workers' Compensation** – Cash management pay- as-you-go workers' compensation policy with premiums based on actual wages, not estimates

# Investment Summary

Triunfo Water & Sanitation District

Created Date: 08-24-2020

Quote Number: Q-7116

## Per Pay Period - Bi-Weekly

Per Pay Period Fees	Units	Rate / Unit	Total	Discount	Rate / Unit after Discount	Net Total
HR Solutions	1	\$0.00	\$0.00	24.0%	\$0.00	\$0.00
Base Fee	1	\$593.00	\$593.00	24.0%	\$450.68	\$450.68
HR Solutions - Per Employee	9	\$19.60	\$176.40	24.0%	\$14.90	\$134.10
<b>Total</b>						<b>\$584.78</b>

## Annual Fees

Annual Fees	Units	Rate / Unit	Total	Discount	Rate / Unit after Discount	Net Total
W2 Delivery	1	\$22.50	\$22.50	0.0%	\$22.50	\$22.50
<b>Total</b>						<b>\$22.50</b>

## One-Time Fees

One-Time Fees	Units	Rate / Unit	Total	Discount	Rate / Unit after Discount	Net Total
Implementation Fee	1	\$3,100.00	\$3,100.00	0.0%	\$3,100.00	\$3,100.00
<b>Total</b>						<b>\$3,100.00</b>

Please initial to indicate your understanding and agreement with this proposal: \_\_\_\_\_

# Notations

## **Product / Billing**

Totals displayed do not include sales tax where applicable.

Prices are subject to change with advance notice; promotions are excluded from change.

\* Additional training content for Paychex Learning Product offering is purchased through the e-commerce tool site by authorized users.

A \$65 fee will be applied to your invoice per each Remote I9 request.

A \$5 fee will be applied to your invoice per each E-Verify request.

Payroll Delivery: Delivery fees charged only if incurred. Delivery fees will apply.

Quarter/Year End Report Delivery: Quarter/YE Report Delivery fees are not included and will be charged if a package is delivered. Additional fees will apply.

## **Implementation**

Worker's Compensation Report or Worker's Compensation Payment Service: Worker's Compensation Payment Service

General Ledger Report or General Ledger reporting service: General Ledger reporting service

Implementation fees will be split out over 3 Months (applicable to HR Solutions setup fees only).

# Your Custom Paychex Solution - Details

Based on a review of your organization's initiatives and requirements, we recommend PaychexOne HR Solutions. Below is an overview of the services included in this package and any additional solutions we recommend to help you simplify complexities and realize better business outcomes.

## People

Shape a workforce that's engaged, driven, and contributing toward organizational success.

### HR Administration

Reduce turnover and develop your top performers by creating a culture of continuous feedback that empowers professional growth. Provide them with the feedback they need to excel at your organization. Capture, store, and access employee documentation and personnel records in the cloud with unlimited storage and accessible 24/7.

### Learning and Development

Creating a workplace that promotes career development is important to keep the workforce motivated. Your dedicated Paychex HR Professional will provide you with instructor-led on-site or virtual seminars. Our library of topics includes Business Skills, Employment Law, Health and Safety, and Human Resources and Leadership with options to purchase more. You'll have access to a learning management system that allows you to assign and track trainings, upload your own courses, create and author courses and tests, and add checkpoints throughout your employee's learning plan.

### Employee Handbooks

Build a robust, online employee handbook that meets your company's needs now and in the future. The handbook builder includes hundreds of policies to help keep you compliant with state and federal regulations. Your Paychex HR Professional can help you build a handbook to your specifications.

### Salary Benchmarking

Salary benchmarking reports provide data about various jobs based on position title, company size, geographical location, and industry. This information may help you help establish wage levels and measure pay practices against those of other companies in similar industries.

### Customized Job Descriptions

Tailored descriptions of job requirements can give candidates a clear understanding of job expectations and duties, provide the information needed to help determine exempt or non-exempt job classification, identify any physical requirements of the job, and be used as a tool for conducting performance conversations.

### Employee Screening Essentials

Verify candidates are the right fit for your business with employee screening services, including e-verify employment eligibility.

### Employee Onboarding Essentials

Help your people complete important, new-hire tasks quickly and efficiently via a completely digital, mobile-friendly experience.

### Health Insurance and Administration

Provide access to comprehensive health insurance for your employees, design plans to help suit your organization while helping you to attract and retain talent.

### Voluntary Benefits

Offer your employees robust optional benefits that help them when they need it. Flexible coverage options available whether your business is starting, or if you already have a benefit package. Employee-paid benefits help attract and retain valued employees.

### Retirement Services

Be confident you are managing a plan that's right for your employees. We offer bundled recordkeeping and administration services, including plan documentation, form preparation, compliance testing, and investment options.

**Paychex Benefit Accounts**

Flexible Spending Account (FSA), Health Savings Account (HSA), and Health Reimbursement Arrangement (HRA) – are tax-advantaged financial accounts into which the employer, the employee, or both can contribute pre-tax funds into an account that helps the employee pay for qualified health expenses, such as deductibles and copays, prescriptions, vision and dental care, and many others.

**BalanceWorks®: Employee Assistance Program (EAP and Work/Life Balance)**

BalanceWorks® is the enhanced work and family life benefit Paychex contracts through Employee Network, Inc. (eni). Programs include:

- Employee Assistance Program (EAP) services.
- Wellness Program
- Legal Referral
- Critical Incident Stress Debriefing (CISD)
- Counseling Referrals
- Personal Assistant Benefit
- Prescription Drug Card
- Online Education and Reference Information
- Supervisory Support System

**Employee Discount Program**

Paychex has partnered with Working Advantage, LLC, to provide you and your employees with discounted products and services such as Broadway theater tickets, theme parks, movie rentals, and much more.

**Indeed.com**

Post jobs to the world’s number one job site right from Paychex Flex®. Paychex customers receive a \$200 credit to sponsor their jobs on Indeed to get more quality applicants fast.\*\*

**Money**

Solutions that can help you manage critical financial processes like running payroll, remitting payments, and managing expenses.

**Payroll Services**

Ability to pay employee’s and independent contractors via check, direct deposit, or paycard, and remit payments to third-parties for garnishments or to vendors, automatically.

**General Ledger Service**

Synchronize your general ledger data with popular accounting software in real-time, including QuickBooks, Sage Intacct, and Xero.

**Workers Compensation**

Most companies are required by law to have workers’ compensation insurance to cover their employees for on-the-job injuries. As an HR Solutions client, you have access to two timesaving tools to help in the management of your workers’ compensation:

- Workers Compensation Report Service
- Workers Compensation Payment Service

**Productivity**

Empower your team with tools and insights that save time and enable strategic decisions. Our HR technology aligns with people’s lives, so you can provide a streamlined employee experience that reflects your company culture while saving you and your employee’s valuable time.

**Dedicated HR Services**

Extend your HR capabilities with the support of a certified HR professional. They can help you refine recruitment strategies, reduce compliance risks and improve employee the overall experience for your people.

**Safety Services**

Our OSHA and safety management experts will assist you in developing a safety program that meets OSHA requirements and helps protect your employees. You will receive:

- Safety assessment to identify applicable OSHA requirements.
- Safety manual specific to your business that meets OSHA regulations.
- Access to required safety trainings.
- Ongoing expertise and support from a dedicated safety expert.

**Employee Self-Service & Mobile App**

Deliver an employee experience that helps your people complete important HR tasks on their own and in compliance with regulations and company policies. We offer 25 employee self-service actions, enabling client and employee independence, including the ability to update address info, enter life events, fill out tax forms, report hours, and manage retirement accounts.

**Performance Management**

Communicate feedback on any schedule, not just once a year, with templates that you can align with your organizational goals.

**Reporting and Analytics**

Gain insight into your business with 160+ reports, create your own custom reports, and access benchmarking tools that leverage industry data of our 600,000+ customers.

**HR Events Calendar**

Track key milestones and communicate important dates with employees including certification renewals, employee anniversaries, raise dates, and more.

**Workflows and Approvals**

Define approval procedures for select self-service activities to ensure proper checks and balances for compensation changes and other sensitive processes.

\*\*To receive the \$200 Indeed, Inc., credit, you must be a Paychex, Inc. client and post a sponsored job through Paychex Flex to Indeed. You must have the appropriate user access configured in Paychex Flex to post jobs to Indeed. Only new Indeed customers will be eligible to receive the \$200 credit. The \$200 credit expires after 12 months. The \$200 credit applies to any advertiser in the U.S. who hasn't received a credit in the past 180 days on Indeed, and is applicable only for future spend. Terms, conditions and quality standards apply.

# Investment Summary

## Triunfo Sanitation District

Created Date: 08-24-2020  
Quote Number: Q-7116

**Prepared by:**  
Eddie Sharifi  
Sales Representative - HR Services  
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**Prepared for:**  
Triunfo Sanitation District  
Chi Hermann  
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## Per Pay Period - Bi-Weekly

Per Pay Period Fees	Units	Rate / Unit	Total	Discount	Rate / Unit after Discount	Net Total
HR Solutions	1	\$0.00	\$0.00	24.0%	\$0.00	\$0.00
Base Fee	1	\$593.00	\$593.00	24.0%	\$450.68	\$450.68
HR Solutions - Per Employee	4	\$19.60	\$78.40	24.0%	\$14.90	\$59.60
<b>Total</b>						\$510.28

## Annual Fees

Annual Fees	Units	Rate / Unit	Total	Discount	Rate / Unit after Discount	Net Total
W2 Delivery	1	\$22.50	\$22.50	0.0%	\$22.50	\$22.50
<b>Total</b>						\$22.50

## One-Time Fees

One-Time Fees	Units	Rate / Unit	Total	Discount	Rate / Unit after Discount	Net Total
Implementation Fee	1	\$3,100.00	\$3,100.00	0.0%	\$3,100.00	\$3,100.00
<b>Total</b>						\$3,100.00

Please initial to indicate your understanding and agreement with this proposal: \_\_\_\_\_

## Notations

### **Product / Billing**

Totals displayed do not include sales tax where applicable.

Prices are subject to change with advance notice; promotions are excluded from change.

\* Additional training content for Paychex Learning Product offering is purchased through the e-commerce tool site by authorized users.

A \$65 fee will be applied to your invoice per each Remote I9 request.

A \$5 fee will be applied to your invoice per each E-Verify request.

Payroll Delivery: Delivery fees charged only if incurred. Delivery fees will apply.

Quarter/Year End Report Delivery: Quarter/YE Report Delivery fees are not included and will be charged if a package is delivered. Additional fees will apply.

### **Implementation**

Implementation fees will be split out over 3 Months (applicable to HR Solutions setup fees only).

In Process

# Paychex Service Agreement

Company Name Triunfo Sanitation District

Federal ID Number

Services Selected by Company See Part A- Product Selection Page

This Paychex Service Agreement (the "Agreement") is entered into between Paychex, Inc. and its affiliates ("Paychex"), located in Rochester, New York and the Company identified above and each Company identified in Part D ("Client") pursuant to the terms and conditions of this Agreement. Paychex and Client may collectively be referred to as the "Parties" or individually as a "Party." The effective date of the Agreement will be the date that Paychex receives the signed Agreement from Client ("Effective Date"). The Agreement will continue until terminated in accordance with its provisions. This Agreement shall be made up of this signature page and Part A (Services), Part B (General Terms and Conditions), Part C (Product Terms and Conditions), and Part D (Companies Entering Into Agreement), and shall be one Agreement regardless of the revision date of each Part. If one or more additional Companies related to Client will be entering into an Agreement with Paychex, the Companies entering into the Agreement are listed in Part D. Each Company listed in Part D will be deemed to be entering into a separate Agreement with Paychex for the Services identified in Part A.

- 1. Paychex Services.** Client engages Paychex to provide the service(s) selected by Client(s) in Part A of this Agreement ("Service(s)"). Paychex will not be obligated to, nor will Paychex commence any individual Service until Paychex receives all documents and/or information necessary to begin each individual Service and notifies Client of the date Paychex will commence each of the Services ("Service Effective Date"). Client acknowledges that each of the Services may have a separate Service Effective Date. **Until the Service Effective Date, Client will continue to provide for itself the Services requested of Paychex. Paychex assumes no responsibility for Services prior to the Service Effective Date or for Services declined by Client.**
- Client agrees that Paychex is not rendering legal, tax, accounting, or investment advice in connection with the Services, nor is Paychex a fiduciary of Client, a fiduciary of any Client benefit plan offered for the benefit of Client's Employees, or the employer or joint employer of Client's Employees. Paychex will not be responsible for Client's compliance with, nor will Paychex provide legal or other financial advice to Client with respect to federal, state, or local statutes, regulations, or ordinances, including, but not limited to, the Fair Labor Standards Act or any wage and hour laws. Client agrees to comply with any and all applicable federal, state, local and international laws, regulations or ordinances ("Laws"), and Client is solely responsible for retaining all copies of any documents received from Paychex or provided to Paychex as required by applicable Laws.
- Client understands that this Agreement may be considered an application for credit and hereby authorizes Paychex to investigate and verify the identity, bank account and credit of Client and/or its principals, including vendor references, bank account status, and history (collectively "Client's Credit"). Paychex' performance of the Services under this Agreement is subject to approval of Client's Credit. Client acknowledges that Paychex may engage a third party to investigate Client's Credit and authorizes Paychex to share with the third party any Client data, including Client Confidential Information, as may be needed to investigate Client's Credit. Client further agrees that Paychex is not liable for the actions or inactions of such third party, including but not limited to any unauthorized use or disclosure of Client data.

The individual signing this Agreement represents and acknowledges that he or she has the authority to (i) execute this Agreement on behalf of the Client identified above and each Client identified in Part D, if applicable, and (ii) bind each identified Client to this Agreement. Client warrants that it possesses full power and authority to enter into this Agreement and each referenced Part to this Agreement. Client acknowledges that it has received each referenced Part to this Agreement and has reviewed the Services selected in Part A. The parties agree that Client's signature on this Agreement may be transmitted to Paychex electronically or by facsimile. The Parties further agree that such signature will have the same force and effect as if the original signature had been provided and received.

Chi Hermann

Authorized Officer/Representative Name \_\_\_\_\_

Title \_\_\_\_\_

Print

Authorized Officer/Representative Signature \_\_\_\_\_

Date \_\_\_\_\_

**Part A – Paychex Service Agreement**

Services Selected

**Paychex HR Solutions – Administrative Services.**

Client engages Paychex to provide the included Service(s), in addition to any optional Service(s) selected by Client, as indicated below. Paychex will not be obligated to, nor will Paychex commence any individual Service until the Service Effective Date. The Services are described alphabetically in Part C of this Agreement.

People	Money	Productivity
<b>Included Services:</b>	<b>Included Services:</b>	<b>Included Services:</b>
<ul style="list-style-type: none"> <li>• Paychex Employee Screening Essentials</li> <li>• Paychex Flex® Onboarding Essentials</li> <li>• Human Resource Services</li> <li>• Paychex Flex® HR Administration</li> <li>• Employee Handbook Builder Service</li> <li>• Employee Access Online (EAO)</li> <li>• Employee Assistance Program</li> <li>• Paychex Learning Essentials</li> <li>• Safety Service</li> <li>• Labor Posters</li> <li>• Paychex Benefit Account Services*</li> <li>• Paychex Retirement Services*</li> <li>• COBRA Administration</li> <li>• Premium Only Plan (POP)</li> <li>• Tax Credit Service</li> <li>• Financial Wellness Service</li> <li>• Employment and Income Verification Service<sup>(2)</sup></li> <li>• Paychex Employee Screening Essentials</li> </ul>	<ul style="list-style-type: none"> <li>• Payroll Processing</li> <li>• Taxpay®</li> <li>• Direct Deposit</li> <li>• Check Signing</li> <li>• Check Insertion</li> <li>• Check Logo Service</li> <li>• State Unemployment Insurance (SUIS)</li> <li>• Garnishment Payment Service</li> <li>• Insurance Payment Service*</li> <li>• W-2 Service</li> <li>• Workers' Compensation Report Service</li> </ul>	<ul style="list-style-type: none"> <li>• Time Off Accrual Service (TOA)</li> <li>• New Hire Reporting</li> <li>• Paychex Analytics and Reports Center (Report Center)</li> <li>• Employer Shared Responsibility Services (ESR)*</li> </ul>
<b>Optional Services:</b>	<b>Optional Services:</b>	<b>Optional Services:</b>
<ul style="list-style-type: none"> <li><input type="checkbox"/> Paychex Flex® Hiring</li> <li><input type="checkbox"/> Paychex Employee Screening Services**</li> <li><input type="checkbox"/> Paychex Flex® Onboarding**</li> <li><input type="checkbox"/> Paychex Flex® Benefits Administration Essentials</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Pay-on-Demand</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Paychex Flex® Time</li> <li><input type="checkbox"/> Paychex Flex® Time Essentials</li> <li><input type="checkbox"/> Paychex Time and Labor Online(TLO)(subject to availability)</li> <li><input type="checkbox"/> General Ledger Custom Interface (subject to availability)</li> <li><input type="checkbox"/> Paychex Integrations</li> </ul>

(\*) Some services require the execution of a separate agreement.

(\*\*) Replaces Essentials service, if selected.

(1) If Client selects Workers' Compensation Payment Service, but either terminates or elects not to receive the Service, Client is solely responsible for contacting Paychex to begin receiving the Workers' Compensation Report Service.

(2) To opt out of this Service, visit [payx.me/work-number](http://payx.me/work-number).

**Declined Services**

Client declines the Services checked below. Client is solely responsible for performing the declined Services.

<input checked="" type="checkbox"/> Check here to DECLINE <b>Tax Credit Service</b>	<input checked="" type="checkbox"/> Check here to DECLINE <b>Employer Shared Responsibility Services (ESR)</b>	<input checked="" type="checkbox"/> Check here to DECLINE <b>Financial Wellness Service</b>
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Check here to DECLINE  
**Labor Distribution**

Check here to DECLINE  
**Job Costing**

Check here to DECLINE  
**Report Writer**

Check here to DECLINE  
**Paychex Employee  
Screening Essentials**

In Process

**Part B – Paychex Service Agreement  
General Terms and Conditions**

1. **Term.** The term of the Agreement will begin on the Effective Date and will continue until terminated by the Parties as set forth below.
2. **Client Information and Contacts.**
  - 2.1 **Client Information.** Client will timely and accurately execute and/or provide all documentation, data, information and directives that Paychex requires to perform the Services under the Agreement including, where necessary, taking all corporate action ("Client Information"). Client acknowledges that Client is responsible for any delayed remittance of Reimbursement Amounts to the intended recipient, any additional processing Fees, and any delay in performance of Services incurred as a result of its failure to submit Client Information. Client acknowledges that Paychex may be required to obtain documents or information necessary to verify the identity of Client pursuant to applicable federal and/or state statutes or regulations. Paychex will provide the Services based on Client Information which shall be considered authentic, accurate, and complete. Paychex is entitled to rely on Client Information and shall not be obligated to independently verify such information or obtain any additional authorization from Client to act on Client Information. Paychex will not be responsible for errors that result from Paychex' reliance on Client Information.
  - 2.2 **Client Contacts.** Client will designate authorized contact(s) who will submit Client Information to Paychex. Client is responsible for the accuracy of any Client Information submitted by authorized contacts and/or Client. Client acknowledges that it is solely responsible for designating all authorized contacts, establishing the level or type of access granted to each contact for each Service, and keeping all contacts and access levels current at all times. Client acknowledges that it is solely responsible for any damages, costs, expenses, or additional Fees that may be incurred as a result of its failure to provide updated contact information.
3. **Review Reports and Data.** Client will review all reports, documents, and data provided, made available, or accessible by Client on Client's account, and Client will inform Paychex of any inaccuracies within three (3) business days of receipt or availability.
4. **Fees and Reimbursement Amounts.** Client agrees to pay fees for all Paychex and third party Services selected by Client ("Fees") and remit funds to Paychex representing the amount due to pay or reimburse Paychex for any amount remitted by Paychex on behalf of Client ("Reimbursement Amounts") (collectively "Amounts Due") through an Electronic Fund Transfer ("EFT") or such other method as required by Paychex when due. Client agrees to provide Paychex with all information necessary to confirm receipt of the payment prior to the due date ("Funding Deadline"). Reimbursement Amounts include all amounts due to pay Client's Workers, remit taxes, pay garnishments, or otherwise fund Client's payment obligations for Services provided pursuant to this Agreement. Fees may include administration fees, per participant fees, fees per Client employee ("Employee") or Client independent contractor ("Independent Contractor") (Employee and Independent Contractor are referred to collectively as "Worker"), set-up fees, minimum monthly fees, insufficient fund fees, late fees, premium processing fees, termination or transfer fees and any additional fees as described in Part C to this Agreement. Except as otherwise set forth herein, Paychex's Fees are subject to change upon thirty (30) days written notification to Client. Paychex may, in its sole discretion, require a security deposit from Client.
  - 4.1 **Electronic Funds Transfer.**
    - 4.1.1 If Paychex requires payment of Amounts Due through an EFT, Client (i) will designate a bank account for the EFT of Amounts Due; (ii) will execute all documentation needed by Paychex to originate EFT transactions and to verify availability of funds in Client's bank account; (iii) agrees that the funds representing the Amounts Due will be on deposit in Client's bank account in collectible form and in sufficient amount on or before the Funding Deadline; and (iv) authorizes Paychex to collect all Amounts Due from Client's bank account on the Funding Deadline.
    - 4.1.2 Client's submission of Client Information to Paychex constitutes Client's authorization for Paychex to create and transmit the EFT credit or debit entries ("Entry" or "Entries") contained therein.
    - 4.1.3 All EFTs are performed in compliance with the National Automated Clearing House Association operating rules ("NACHA"), which can be viewed at [NACHAOperatingrulesonline.org](http://NACHAOperatingrulesonline.org). Client (i) authorizes Paychex to send Entries on behalf of Client to receivers and assumes the responsibilities of an originator of EFTs, if applicable; (ii) affirms that it obtained valid authorization of Entries from receivers; (iii) agrees to follow NACHA, as they are amended from time-to-time; (iv) will not originate any EFT that violates any law; (v) agrees that Entries are limited to Prearranged Payment and Deposit (PPD), Corporate Credit or Debit (CCD, CTX), International ACH (IAT) or others required for Services; and (vi) agrees that Paychex or originating banks have the right to audit Client's compliance with NACHA. Client further acknowledges and understands that Paychex may (i) identify Client to banks involved in the EFT and (ii) terminate or suspend the Agreement for breach of NACHA or this section. Client further agrees that it will notify Paychex, pursuant to applicable NACHA and federal regulations, if funding for Client's payroll is received from a foreign financial agency and of any Workers with non-U.S. addresses.
    - 4.1.4 Paychex may reject any Entry that does not comply with the requirements of this Agreement or NACHA or with respect to which Client's account does not contain sufficient available funds to pay for the Entry. Paychex will have no liability to Client by reason of the rejection of any Entry or Entries.
    - 4.1.5 Client will have no right to cancel, amend, or reverse an Entry received by Paychex after it has been submitted. In its own discretion, Paychex may use reasonable efforts to act on a request but will have no liability if the cancellation, amendment or reversal is not successful. Client agrees to reimburse Paychex for any expenses, losses or damages Paychex may incur in attempting to cancel, amend or reverse an Entry.

- 4.2 Payment by Wire Transfer or Other Method.** For payments of Amounts Due by wire transfer or other method, Client agrees to provide Paychex with all information necessary to confirm receipt of the payment prior to the Funding Deadline.
- 4.3 Insufficient or Non-Confirmed Funds.** If sufficient funds are not available on the Funding Deadline, Paychex may take such action to collect Amounts Due including, but not limited to, reissuance of an EFT and assessing insufficient fund Fees. **Client acknowledges that Client is responsible for any delay in remittance of Reimbursement Amounts if Paychex is unable to confirm receipt of funds prior to the Funding Deadline.**
- 4.4 No Right to Interest.** Client waives any right to interest that may accrue on any amounts, including, but not limited to, Reimbursement Amounts, Fees, and security deposits received by Paychex.
- 4.5 Refund/Adjustment/Overpayment.** Paychex will not process any refunds, adjustments or overpayments until Paychex receives verification that all outstanding fees, payments, and balances due to Paychex have been paid. Client agrees that Paychex may apply any balances it is holding for Client to Amounts Due owed to Paychex or its affiliates. If Paychex remits an overpayment of Reimbursement Amounts on behalf of Client, Client agrees that it will reimburse Paychex for the overpayment the sooner of five (5) days of (i) Client receiving a return of the overpayment; or (ii) Client being notified that the overpayment amount would be applicable to future or other liability of Client; or (iii) the Agreement being terminated by either Party.
- 5. Software.** If Client selects a Service that requires either the receipt of or access to Paychex or third-party software, Client agrees to the following terms and conditions.
- 5.1 Software Licenses.** Client has received, or may receive, certain computer software relating to Services selected by Client. Paychex grants Client a limited, non-transferable, non-exclusive license in all such software. Client agrees that if it does not accept all of the terms and conditions of any and all Paychex software, and/or third-party software, and any and all applicable license agreements provided to Client now or in the future, Paychex will not be obligated to perform Services dependent upon the software.
- 5.2 Right to Access Proprietary Software.** Client has received, or may receive, a limited, non-transferable, non-exclusive right to access and use Paychex proprietary hosted software products via a web browser. Paychex will host and retain physical control over the software and make such computer programs and code available only through the internet for access, use, and operation through a web browser. No provision under this Agreement shall obligate Paychex to deliver or otherwise make available any copies of computer programs or code from the software. Client is responsible for obtaining and maintaining all computer hardware, software, and communications equipment needed to access the software, and for paying all third-party charges (e.g. kiosk, Internet service provider, or telecommunications charges) incurred while accessing the software.
- 5.3 Confidentiality of Software.** Client acknowledges that the software received or accessed as part of Client's Services contains valuable trade secrets and confidential information owned by Paychex or third parties ("Confidential Information"). Client agrees that Client, its Workers and its agents will not, directly or indirectly: (i) sell, lease, assign, sublicense, or otherwise transfer; (ii) duplicate, reproduce, or copy; (iii) disclose, divulge, or otherwise make available to any third party; (iv) use, except as authorized by this Agreement; or (v) decompile, disassemble, or otherwise analyze for reverse engineering purposes the software received or accessed. Client will take appropriate action with Client's Workers and agents to satisfy its obligations under this Agreement with respect to the use, protection, and security of software. Client will notify Paychex immediately of any unauthorized use or disclosure of Confidential Information and will cooperate in remedying such unauthorized use or disclosure.
- 5.4 Intellectual Property Rights.** Paychex owns all rights, title, and interest, including, but not limited to, copyright, patent, trade secret, and all other intellectual property rights, in the software Client receives or accesses for Services. If Client is ever held or deemed to be the owner of any copyright rights in the software or any changes, modifications, or corrections to the software, Client hereby irrevocably assigns to Paychex all such rights, title, and interest. Client agrees to execute all documents necessary to implement and confirm the letter and intent of this section.
- 6. Client Default.** In the event of a Client default, Paychex may, at its sole option, terminate the Agreement, or a portion thereof, without notice and declare any or all Amounts Due immediately due and payable. Client agrees to promptly reimburse Paychex for all past due Amounts Due, including advances or overpayments, made by Paychex and to pay interest on the advances at the rate of one and one-half percent (1½%) per month, or the maximum allowable by applicable law, until paid. Client agrees that Paychex may initiate an EFT to Client's bank account for any past due Amounts Due. Client will be responsible for the costs of collection of Amounts Due including, but not limited to, attorneys' fees and court costs. Paychex may, in its sole discretion, commence an action within the County of Monroe, State of New York, or in any other court of competent jurisdiction for any monies due and owing from Client to Paychex.
- 7. Limit of Liability.** Paychex' sole liability and Client's sole remedy for Paychex' breach of the Agreement will be (i) for Paychex to remit to the appropriate payee the funds received from Client; and/or (ii) for Paychex to reimburse Client or its Workers for any interest or penalties assessed by taxing authorities as a direct result of Paychex' breach of the Agreement. Paychex can only be held liable for breach of the Agreement and will not be held liable for (i) any negligent act or omission by Paychex; (ii) the acts of any other person or entity, including, but not limited to, Client and its Workers or agents, or any person or entity that provides services in connection with or as a result of Paychex' performance of its obligations under the Agreement; (iii) any loss, claim, or expense arising from any information provided or modified by Client; (iv) Client's breach of NACHA. **Paychex will, under no circumstances, be liable for any special, indirect, incidental, consequential, or punitive damages, including lost profits incurred by Client pursuant to this Agreement or by the transactions contemplated by it, however caused, on any theory of liability (including contract, tort, or warranty), or as a result of Paychex' exercise of its rights under the Agreement, even if Paychex has been advised of the possibility of such damages.**

8. **Indemnification.** Client will indemnify, defend, and hold Paychex and its affiliates, respective officers, directors, and employees harmless from any and all claims, costs, attorneys' fees (including in-house counsel fees), and expenses resulting from or arising in connection with (i) a Client default; (ii) the use, misuse, reproduction, modification, or unauthorized distribution of Software; (iii) Client's breach of NACHA; (iv) Client's breach of any warranty set forth in the Agreement; and (v) any claims that any symbol, logo, or mark uploaded by Client or Client's agents, or printed on Client's handbooks or checks, infringes the intellectual property rights of any third party.
9. **Client Online Account.** If Client and/or Client's Worker's access or connect to Services online or through any mobile or other electronic devices ("Online Account"), Client is solely responsible for (i) designating who is authorized to have access to the Online Account ("Authorized User(s)"); (ii) safeguarding all passwords, usernames, logins or other security features used to access the Online Account ("Online Account Access"); (iii) use of Online Account under any usernames, logins or passwords; (iv) ensuring that use of the Online Account complies fully with the provisions of this Agreement; and (v) any unauthorized access, or use, of the Online Account caused by Authorized Users' actions or inactions, including, without limitation, its failure to safeguard Online Account or Online Account Access. Client agrees to immediately notify Paychex of any actual or suspected unauthorized use of Online Account, and acknowledges that Client is solely responsible for damages resulting from Client's failure to timely notify Paychex. Paychex reserves the right to limit, suspend, or terminate Client's and/or Authorized User(s)' access to Online Account should Paychex have reason to believe that the security or confidentiality of Online Account or Online Account Access has been compromised. Client acknowledges that Authorized Users select the security level for Online Account Access and Client is solely responsible for these selections. Client further acknowledges that it has reviewed all of the security levels and has determined the level or levels for its Authorized Users that is commercially reasonable for providing security against unauthorized access and meets Client's requirements given the size, type and frequency of the Services it will receive from Paychex. Client is solely responsible for implementation of an information security program appropriate to safeguard the Online Account or Online Account Access and which is consistent with all applicable Laws; safeguarding Online Account and Online Account Access for any third-party services integrated into the Services; maintenance and routine review of computing and electronic system usage records (i.e. log files); and the security of its own data, data storage, computing device(s), other electronic systems, and network connectivity. Client acknowledges and agrees that Paychex is not liable to Client, Client's Workers or any other third-party for any consequences, losses, or damages resulting from unauthorized access or use of the Online Account as set forth in this section. Client further agrees that Paychex may access Client's Online Account to assist in configuration, provide ongoing support, and perform administrative functions necessary to provide the Services.
10. **Client Confidential Information.**
- 10.1 "Client Confidential Information" means all information disclosed or otherwise made available by Client to Paychex that is marked confidential or is of the nature that a reasonable person would identify it as being confidential, including, without limitation the name, social security number, date of birth, address, financial and/or bank account information, and/or wage information of Client and Client's Workers provided to Paychex by Client. Paychex agrees that it shall implement and maintain a comprehensive information security program which contains administrative, technical, and physical safeguards that are deemed reasonable and necessary to protect Client Confidential Information from unauthorized access or acquisition. Paychex may disclose Client Confidential Information to its employees, affiliates, subsidiaries, agents, and contractors to (i) perform or offer Services; (ii) offer additional products or services to Client, and to Client Employees if Client selects the Financial Wellness Service; (iii) integrate third-party services into the Services; (iv) perform analysis to determine Client's qualification to receive services; and (v) collect Amounts Due and may disclose Client's payment experiences with Paychex to credit reporting agencies and supply vendor references on Client's behalf. Paychex may also disclose Client Confidential Information (i) to its attorneys, accountants, insurers, and auditors; and (ii) pursuant to any applicable Laws, court order, legal process, or governmental investigation. In the event of any compromise or security breach resulting in the disclosure or possible disclosure of Client Confidential Information, Paychex will notify Client as legally required of such compromise or breach.
- 10.2 The obligations set forth in this section 10 will not apply to any Client Confidential Information that (i) Client has agreed is free of any nondisclosure obligations; (ii) at the time of disclosure was free of any nondisclosure obligations; (iii) is independently developed by Paychex or that Paychex lawfully received, free of any nondisclosure obligations, from a third party having the right to furnish such Client Confidential Information; (iv) is or becomes available to the public without any breach of this Agreement or unauthorized disclosure; or (v) is already in the possession of the requesting Party.
11. **Termination.** Except as otherwise provided, either Party may terminate the Agreement between Paychex and Client upon thirty (30) days prior written notice. This notice requirement may be waived, in writing, by the Party entitled to such notice. Paychex may immediately terminate the Agreement or portion of the Agreement, if: (i) Client becomes subject to receivership, bankruptcy, or is insolvent; (ii) Paychex, in its sole discretion, determines that a material adverse change has occurred to Client; (iii) Client fails to have sufficient funds on the Funding Deadline, or (iv) Paychex determines, in its sole discretion, that any Laws, regulatory action, or judicial decision adversely affects its interests under the Agreement. Termination of the Agreement will not relieve Client of any obligations set forth in this Agreement, including, but not limited to, its payment obligations. Client acknowledges that it is required to terminate the Agreement for each Client listed in Part D individually, and that termination of the Agreement between Paychex and any one Client shall not act to terminate the Agreement between Paychex and any other Client identified in Part D, unless notice is provided as set forth herein. If a Service selected by Client is provided by a third-party vendor pursuant to a separate agreement, and the separate agreement is terminated for any reason, Paychex may immediately terminate such Service.
12. **Third-Party Services.** Client can choose to integrate or use third-party services with the Services or Client may select Services that are wholly or partially provided by a third-party vendor of Paychex ("Third-Party Services"). Client's use of any Third-Party Services may be limited or governed by additional third-party terms and conditions. Client authorizes Paychex to share any Client data, including Client Information and Client Confidential Information, needed for a third-party to provide Third-Party Services.

Client acknowledges that such services are not provided by Paychex and Client agrees to hold harmless and release Paychex from liability relating to Client's use of such services with the Services.

- 13. Governing Law and Arbitration.** The Agreement and all aspects of the relationship between Paychex and Client shall be governed exclusively by the laws of the State of New York, to the extent not preempted by ERISA, without regard to, or application of, its conflict of laws, rules, and principles, except for the arbitration agreement contained herein which shall be governed exclusively by the Federal Arbitration Act, 9 U.S.C. section 1 et seq. (the "FAA"). **Except as provided herein, any dispute arising out of, or in connection with, the Agreement will be determined only by binding arbitration in Rochester, New York, in accordance with the commercial rules of the American Arbitration Association.** Arbitrable disputes include, without limitation, disputes about the formation, interpretation, applicability, or enforceability of this Agreement. A separate neutral arbitrator must be selected and appointed for each dispute. Any dispute arising out of, or in connection with, the Agreement will be brought within two (2) years of when the claim accrued. The arbitrator will not be authorized to award exemplary or punitive damages, or any damages excluded in the Limit of Liability provision. The Parties agree that the prevailing Party in arbitration, and any subsequent judicial proceeding to enforce an arbitration award, will be awarded costs and attorneys' fees (including in-house counsel fees) and that an arbitration award may be entered as a judgment in any court having jurisdiction over either Party to the Agreement. The Parties will not be permitted to bring, or participate in, and the arbitrator will not have any authority or jurisdiction to hear or decide, any claims brought as any type of purported class action, coordinated action, aggregated action, or similar action or proceeding. Each Party must only bring claims against each other in their individual capacity.
- 14. Miscellaneous.**
- 14.1 Telephone Consumer Protection Act (TCPA) Consent.** By signing this Agreement, Client consents to Paychex contacting it using an automatic dialing system or prerecorded messages at the telephone number(s) provided, including but not limited to contact regarding promotional offers or messages. Client agrees that it is the subscriber or customary user of the telephone number(s) provided, or that it obtained valid consent from the subscriber or customary user to receive such calls prior to the telephone number(s) being provided to Paychex. **Client understands that it is not required to provide consent as a condition of making any purchase, and that it may withdraw its consent at any time.**
- 14.2 Assignability.** The Agreement may not be assigned by Client to any third parties, other than successors, without the prior written consent of Paychex. Any assignment made without such consent will be null and void.
- 14.3 Notices.** Client shall provide all notices required under this Agreement to Paychex at an address supplied by Paychex. Except as otherwise provided, Paychex may provide notices required under this Agreement by email at the email address supplied by Client, by facsimile or by mail.
- 14.4 Entire Agreement.** Client acknowledges that there have been no representations or warranties made by Paychex or Client that are not set forth in the Agreement. The Agreement, along with any exhibits, addendums, schedules, amendments, terms of use and software license agreements contains the entire understanding of the Parties and supersedes all previous understandings and agreements between the Parties for the Services provided, whether oral or written, including, without limitation, any confidentiality or nondisclosure agreement(s) entered into by and between Client and Paychex prior to the date hereof.
- 14.5 Force Majeure.** Neither Party shall be responsible for any delay or failure to perform obligations specified in the Agreement due to causes beyond the Parties reasonable control, including, but not limited to, acts of God, war, terrorism, or acts of any governmental body.
- 14.6 Amendment.** Paychex may modify any term of the Agreement upon thirty (30) days written notice to Client of such change and the effective date thereof. Client will be deemed to have accepted and agreed to such changes unless Client elects to terminate the Agreement by written notice to Paychex prior to the effective date of the change and pursuant to the Termination provision(s). Client agrees that Paychex may provide notice of a modification of the Agreement by email to the email address provided by Client, mail at the mailing address provided by Client, or by notifying Client that the modification may be accessed on Client's Online Account as applicable. Paychex will provide a printed copy upon Client's request.
- 14.7 Waiver and Severability.** Failure to enforce a provision will not be deemed a waiver; waivers must be in writing signed by the Party claimed to have waived. If any provision of the Agreement or any portion thereof is held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remainder of the Agreement will not in any way be affected or impaired.
- 14.8 No Third-Party Beneficiaries.** Each Party intends that this Agreement shall not benefit, or create any right or cause of action in or on behalf of, any person or entity other than the Client or Paychex.
- 14.9 Surviving Sections.** The Sections titled Client Information and Contacts, Fees and Reimbursement Amounts, Software, Client Online Account, Client Default, Limit of Liability, Indemnification, Client Confidential Information, Third-Party Services, Governing Law and Arbitration, Notices, Entire Agreement, Severability, and No Third-Party Beneficiaries, will survive the termination of this Agreement.

**Part C – Paychex Service Agreement  
Human Capital Management Terms and Conditions**

Product and service terms and conditions are listed alphabetically. Client will receive the product and/or service as set forth in Part A of the Agreement. Services marked with an asterisk will require a separate Agreement. Any descriptions for products and/or services listed below that the Client has not selected do not apply. In the event of a conflict between the terms and conditions set forth in Part B and Part C, the terms and conditions in Part C shall prevail.

**Advanced Custom Interface.** At Client's option, and subject to the Third-Party Services provision, Client may request an Advanced Custom Interface ("ACI") to export Client Information and/or Client Confidential Information from Paychex to Client and/or its designated agent or third-party. Client acknowledges that it is solely responsible for the accuracy of information provided to Paychex, including but not limited to all designated agent and/or third-party contact information, and for ensuring that the exported file is transmitted in accordance with Client's direction. Client agrees to pay a setup Fee and all applicable transmission Fees for each ACI created. Client is solely responsible for providing Paychex with file specifications for the requested ACI and Paychex shall solely determine whether it can provide the requested ACI.

**Business Filing Services.** Client will have access to certain online document filing services related to corporate formation from Paychex' authorized third party vendor ("Vendor") at no additional charge ("Business Filing Services" or "Service"). Subject to availability, the Business Filing Services may include one or more of the following: (i) assistance with filing corporate formation documents; (ii) obtaining certain state identification numbers required to file business tax returns; (iii) obtaining certain business licenses and/or permits, such as DBA (doing business as) filings for fictitious business names and/or city business licenses (if required); or (iv) obtaining a federal tax identification number. Client acknowledges that the Business Filing Service is performed solely by Vendor, and that Vendor is solely liable for the performance of the Business Filing Service. Client further acknowledges that Paychex reserves the right to change the Vendor providing the Service to Client, or discontinue providing access to the Service, at any time by providing thirty (30) days prior written notice to Client in a manner chosen by Paychex, including but not limited to electronic notice. Client will be eligible for the Business Filing Services so long as: (i) Client is a Client of Paychex; (ii) Client complies with the Agreement; (iii) Client agrees to and complies with any agreement Vendor shall require; and (iv) Client's agreement with Vendor is not terminated for any reason. Additional fees may apply for services provided by Vendor outside of the Business Filing Services or for state and/or federal fees associated with the filings, and Client acknowledges that such fees will be billed directly by Vendor.

**Check Insertion.** Paychex will insert Client's signed checks into individual Worker's envelopes that will be sealed and returned to Client.

**Check Logo Service.** Paychex will use Client's logo to create a computer-generated facsimile that will display on each of Client's payroll checks. Client warrants that Client is the owner of any logo it authorizes Paychex to use, has full right and authority to use it on its payroll checks, and that such use does not violate any other party's rights.

**Check Signing.** Paychex will use Client's signature to create a computer-generated facsimile that will display on each of Client's payroll checks each payday. Check Signing is not available if Client utilizes Readycheck.

**COBRA Administration Service.** Paychex will perform certain federal COBRA and state continuation administrative functions for medical, dental, vision, or prescription drug coverage plans ("Eligible Plans") on Client's behalf ("COBRA Administration"). Client acknowledges that Paychex is not the Plan Administrator, Plan Sponsor as defined by applicable law nor is Client retaining Paychex to act as a Plan fiduciary. Paychex shall not have any discretionary authority or responsibilities with respect to the administration of the Eligible Plans. The COBRA Administration Services will be provided only to Client Employees and qualified beneficiaries Client has identified to Paychex as having had a qualifying event under COBRA or applicable state continuation law. Client will notify Paychex when an Employee is (i) no longer on its payroll; (ii) terminated from coverage under the Eligible Plan; or (iii) receiving a reduced level of health care coverage under the Eligible Plan; and Client will identify Eligible Plans of the Employee to Paychex (collectively "Required Notifications"). Client is solely responsible for determining if a matter is a qualifying event. Paychex will assist Client in determining if a matter is a qualifying event once Client provides Paychex with the Required Notifications. Paychex will begin COBRA Administration on Client's behalf, if required. If the qualified beneficiary subsequently elects COBRA coverage, Client shall be solely responsible for submitting the premium for the qualified beneficiary directly to the Eligible Plan insurance carrier. The qualified beneficiary will pay the monthly premium plus a two percent (2%) administration Fee directly to Paychex and Paychex will reimburse Client the premium collected from the qualified beneficiary less the administrative Fee. Client specifically agrees that Paychex may retain the two percent (2%) administrative Fee... Paychex and its affiliates may receive balance credit, interest or other earnings (collectively "Earnings") based on the premiums received prior to remitting to Client. Client agrees that Paychex may retain such Earnings as additional compensation for its Services under this Agreement. In the absence of the Earnings, Client agrees that the other Fees paid to Paychex under this Agreement would be greater. In the event that Paychex receives an appeal of a denial of coverage from a potential beneficiary ("COBRA Appeal") (i) Paychex will provide Client with a copy of the COBRA Appeal; and (ii) Client agrees that it has sole responsibility to review and provide Paychex written direction on how to respond to the COBRA Appeal.

**Direct Deposit.** In accordance with the Agreement, Paychex will process direct deposits via Automated Clearing House (ACH) or real-time payment transactions via the RTP® network to pay Client's Workers. If the Funding Deadline is prior to the Client's check date, such amounts are to be held in an account established by Paychex until Client's check date, when funds will be deposited to Workers accounts as specified. Certain accounts may have restrictions on deposits and withdrawals. Client agrees and acknowledges that Paychex is not responsible for determining whether any account is suitable for direct deposit via ACH and/or the RTP network or for any delayed, late, or inaccurate payments caused by (i) unavailability of Client funds, (ii) errors made by Client, Worker and/or a third party acting on behalf of either Client or Worker,

and/or (iii) Worker's financial institution. If a reversal and/or correction of a transaction is required or requested for any reason, Client understands and acknowledges that (i) the reversal and/or correction may not be successful, (ii) Paychex is not liable to Client for any damages Client and/or its Worker may incur, and (iii) it is solely responsible for obtaining any Worker authorization required to debit amounts associated with reversals and/or corrections. Additional Fees may apply per transaction and/or per payroll for premium processing, same day ACH or real-time payment transactions.

**Employee Access Online (EAO).** Paychex will provide Client with a self-service, internet-based website ("EAO") that gives Client's Workers access to their payroll information. Client acknowledges that it has full control over the level of access granted to its Workers. Client agrees and acknowledges that EAO and its contents are not intended, and should not be construed, as providing legal or financial advice and that Paychex is not acting in a fiduciary capacity on behalf of Client or Client's Workers. Client is solely obligated to comply with any and all applicable Laws governing the distribution or retention of payroll check stubs. Client further acknowledges and agrees that it is responsible for the accuracy and incorporation of any changes made to Client's data by or on behalf of Client's Workers including advising Paychex of any changes in taxability that may result. Client authorizes Paychex to access Client's EAO to perform administrative functions as necessary to provide this service.

**Employee Assistance Program.** Paychex will, through a third party, provide counseling referrals, benefits awareness, critical incident stress debriefing facilitation and referrals, and legal referrals to Client's Employees.

**Employee Handbook Builder Service.** Paychex will provide Client with access to an internet-based online tool that enables Client to develop, customize, manage, and update its employee handbook. Additional Fees may apply for translation of Client's handbook into any language other than English as well as any other services provided to Client through the Employee Handbook Builder Service. Client is only eligible for the Employee Handbook Builder Service while Client remains a Client of Paychex. Upon termination of the Employee Handbook Builder Service or the Agreement, Client will no longer have access to its handbook online or any of the tools available for developing, customizing, managing or updating its handbook. Client may retain any handbook downloaded prior to termination.

- a. Client acknowledges that the Employee Handbook Builder Service is provided by a third-party vendor of Paychex, and is subject to the Third-Party Services and Online Account provisions. Client may be required to execute and/or comply with the third-party vendor's terms and conditions in order to receive or continue to receive the Employee Handbook Builder Service. Paychex makes no representations concerning third-party websites and is not responsible for the accuracy or content of, or the ability of Client to access such websites.
- b. Client agrees and acknowledges that, by offering the Employee Handbook Builder Service, Paychex is not intending to provide, and its actions should not be construed as providing, legal or financial advice and that Paychex is not acting in a fiduciary capacity on behalf of Client or Client's Employees. Client is solely responsible for ensuring that its handbook complies with all applicable federal, state, or local statutes or regulations at all times, including any updates or changes to any handbook policies. Client acknowledges that neither Paychex nor its third-party vendor will review the handbook created by Client for compliance or any other reason.
- c. To the fullest extent permitted by law, Client agrees that Paychex will not be liable for any content, products, and/or services provided by the third-party vendor. Notwithstanding any other provision of the Agreement, Client understands and acknowledges that the total liability of Paychex to Client and anyone claiming by or through the Client for any claims, losses, costs or damages, including attorneys' fees and costs, resulting from or in any way related to the Employee Handbook Builder Service shall not exceed the total amount of monthly Fees paid by Client for the Employee Handbook Builder Service during the twelve (12) months preceding the date the claim that gave rise to such liability accrued.

**Employer Shared Responsibility Services (ESR)\*.** Paychex will provide the ESR Services ("ESR Services") as set forth in the Paychex ESR Service Addendum. Client must execute the separate Paychex ESR Service Addendum in order to receive the ESR Services. Unless declined by Client, ESR Services include both the ESR Complete Analysis and Monitoring AND ESR End of Year Reporting as described in the Paychex ESR Service Agreement. Client must select a filing method for ESR End of Year Reporting on Paychex ESR Service Agreement. Electronic filing for Section 6056 is required for any employer filing 250 or more 1095-Cs. Client acknowledges and understands that to the extent that it is an entity that is treated as a single employer under IRS Code section 414(b), (c), (m), or (o) ("Controlled Group"), the parent entity of the Client's Controlled Group will receive ESR reporting containing information from the Client, if the parent company elects to receive the ESR Services.

**Employment and Income Verification Service.** As part of the services, at no additional cost to Client or Workers, Paychex, through its authorized third party vendor ("Vendor") will provide a Fair Credit Reporting Act employment and income verification service for Client's Workers who have authorized a third party to obtain employment and income verification from the Worker's employer ("Verification Service"). Client acknowledges that Vendor is solely liable for the services it provides, and that Paychex is not responsible for the acts or omissions of Vendor, including, without limitation, any acts or omissions related to the security or confidentiality of any Client Information on Vendor's systems and/or servers. Client may opt out of the Verification Service by visiting [payx.me/work-number](http://payx.me/work-number). Unless Client has opted out of the Verification Service, Client authorizes Paychex to transmit to Vendor Client Information and Client Confidential Information (collectively, "Information") sufficient for Vendor to identify the Workers who are eligible to receive the Verification Service. Client also authorizes Paychex to transmit employment and/or income verification Information to Vendor each time Client's Worker requests and authorizes the release of such information. Worker can opt out at any time directly with Vendor and, if a Worker opts out, employment and/or income verification Information pertaining to Worker will not be transmitted to Vendor. If a Worker disputes the accuracy of the data provided, Client agrees to provide reasonable assistance to Paychex to resolve the dispute. Client agrees and acknowledges that, by offering the Verification Service, Paychex is not intending to provide, and its actions should not be construed as providing, legal or financial advice and that Paychex is not acting in a fiduciary capacity on behalf of Client and/or Client's Workers. Nothing in this provision creates any rights under this Agreement to any Worker. There are no person(s) intended as third party beneficiaries of this Agreement; and no person or entity (other than Client or Paychex) will have any right to enforce any part of this Agreement.

**ExpenseWire®.** Paychex will provide Client with a hosted Workers' expense reimbursement system which allows Client to manage the reimbursement of Worker expenses. Paychex may utilize a third-party vendor to host the application. Client understands that reimbursements may be paid, at Client's election, via the following options: (i) through Client's payroll, (ii) separate from payroll, through an EFT in accordance with the Agreement, or (iii) through the Client's existing processes that are external to the ExpenseWire® application. Client data includes but is not limited to all documentation and information that Paychex requires to perform its responsibilities under the Agreement, including cardholder data. Paychex acknowledges that it is responsible for the security of all cardholder data that it obtains or otherwise stores, possesses, or transmits on behalf of Client under the Agreement. Clients electing to reimburse through EFT, separate from payroll, acknowledge that there is an additional fee for each EFT. Client acknowledges that there is no reconciliation of reimbursement data between Preview®/Paychex Flex® and ExpenseWire®. Additional Fees may apply depending on service bundle selected by Client.

**Financial Wellness Service.** As part of the Services, at no additional cost to Client or Client Employees, Client authorizes Paychex to provide Employees with direct access to the Financial Wellness Service ("Service") provided by the Financial Wellness Vendor ("Vendor"). The Service provides Employees tools and education to assist Employees in addressing financial goals and access to installment loans and lines of credit. Client acknowledges that Vendor is solely liable for the services it provides and that Paychex is not responsible for the acts or omissions of Vendor, including, without limitation, any acts or omissions related to the security or confidentiality of any Information on Vendor's systems and/or servers. Client authorizes Paychex to transmit Client and Client Confidential Information ("Information") sufficient for Vendor to identify the Employees who are eligible to use the Service and, if an Employee uses the Service, transmit Information to Vendor so that Vendor may provide the requested Service. If Client opts out of, or terminates, the Service, Paychex shall not provide Employees access to the Service.

Paychex may change the Vendor providing the Service to Employees, or discontinue providing access to the Service, at any time by providing notice to Client in a manner chosen by Paychex, including but not limited to electronic notice. Paychex may receive compensation from Vendor for the Service provided or made available to Employees.

Client acknowledges that Vendor may limit the availability of the Service and require Employee to execute an agreement with Vendor. At their option, Employees may apply for an installment loan or line of credit (each a "Loan") and obtain a Loan from the bank selected by Vendor to provide the Loan ("Bank"). Employees shall apply for a Loan pursuant to the terms of a Loan Agreement between Bank and Employee and will be required to sign a revocable payroll direct deposit authorization form instructing Client and/or Paychex, as Client's payroll vendor, to deposit a portion of Employee's wages or compensation to Vendor in payment of the Loan ("Loan Payment"). Client authorizes Paychex to facilitate the Loan Payment to Vendor in the time and manner authorized by Employees, except to the extent Client and Paychex are otherwise prohibited from doing so by any requirement of law applicable to Client or Paychex. Nothing in this provision creates any rights under this Agreement to any Employee. There are no person(s) intended as third party beneficiaries of this Agreement; and no person or entity (other than Client or Paychex) will have any right to enforce any part of this Agreement.

Client consents to Vendor directly contacting Employees to provide information and marketing regarding the Service on Employee websites, and/or by mail, email or other form of communication. Client understands that contact information for its Employees will be obtained from Information. If an Employee elects not to be directly contacted by Vendor Employee must opt out directly with the Vendor.

**Garnishment Payment Service.** In accordance with the Agreement, Paychex will process EFT transactions, one banking day prior to Client's check date, for Client's Workers garnished wages based solely on Client Information provided by Client. Paychex will hold garnished wages in an account established by Paychex until such time as the amounts are due to the appropriate agencies. Client remains solely responsible for the correct calculation of the amount to garnish from its Workers' wages, accuracy and timeliness of all payments made and/or answers filed or served, and establishing priority among judgments. If a garnishment payment is voided after the payment is processed, Client acknowledges that it is solely responsible for seeking a refund from the overpaid agency. Client acknowledges and understands that Paychex does not provide legal advice regarding compliance with garnishment orders, and Client remains solely responsible for compliance with any and all applicable Laws.

**General Ledger Custom Interface.** For Clients using the General Ledger Service, with each payroll processed, Client's general ledger reports will be integrated with specific third-party accounting software packages and provided to Client. Client acknowledges that General Ledger Custom Interface is performed by a third-party vendor. General Ledger Custom Interface is only available if Client utilizes General Ledger Service.

**HR Library.** Paychex and/or its authorized third-party vendor will provide an internet-based library of human resource information, on a subscription basis ("Library"). The Library is for Client's internal use only. It is not intended as legal advice and Client is solely responsible for its use of, or reliance on, the information contained on the Library. Paychex cannot guarantee the accuracy of the information contained on the Library.

**Human Resource Services.** Paychex will provide human resource support that may include assistance with the prevention and resolution of human resource issues and management training. Paychex is not engaged in rendering legal advice. Client is ultimately responsible for compliance with all Laws and any citations, penalties, or costs associated with noncompliance. Client acknowledges that Paychex is not providing legal advice, and to the extent that legal advice is required, Client should consult with an attorney.

**Insurance Payment Service\*.** Paychex will perform health administrative services for Client as set forth in the Paychex Health and Benefits Services Agreement. Availability of the Insurance Payment Service is dependent on insurance carrier selection and/or carrier underwriting requirements. The Service does not include the sale of health insurance coverage and is not proof of coverage. Client is solely responsible for obtaining and maintaining any required coverage. Client must execute a separate Paychex Health and Benefits Services Agreement in order to receive the Insurance Payment Service.

**Labor Posters.** Paychex will provide one hardcopy state and federal labor poster to Client for each state in which Client pays Workers ("Posters") and hardcopy updates to the Posters as they occur. Paychex will also provide access to Posters for download by Client at no additional charge. Client will be solely responsible for (i) downloading the Posters and any updates (if Client elects not to receive hardcopy Posters) and; (ii) the timeliness of posting all Posters and Additional Posters, including any updates thereto. Client acknowledges that Additional Posters may be required for (i) specific industries; (ii) Clients who are federal contractors or pursuant to municipal ordinances; or (iii) for other reasons (collectively the "Additional Posters"). Client is solely responsible for obtaining any Additional Posters which are required by local, state, or federal law and not found in the Posters provided by Paychex. Client is solely responsible for displaying all required Posters and Additional Posters as required by applicable law.

**New Hire Reporting.** Paychex will report all new/rehired Worker information that is mandated by federal and state regulations, with the exception of Puerto Rico. Client is required to provide accurate and complete information for each new/rehired Worker and Client acknowledges that failure to provide such information may result in delay in reporting.

**Paperless Payroll.** At Client's request, Paychex will suppress Client's Workers' direct deposit check stubs and/or Client's payroll reports from printing. The Paperless Payroll service requires that Client have Paychex Flex HR Administration (replacing Paychex HR Online) or Employee Access Online. Client acknowledges that each state has separate laws and regulations governing Client's obligation to distribute payroll check stubs to its Workers' and/or to retain copies of payroll check stubs or the information on the payroll check stubs. Paychex will not be responsible for Client's compliance with, nor will it provide legal or other financial advice to Client with respect to Laws governing the distribution or retention of payroll check stubs. Client is solely obligated to comply with any and all applicable Laws governing the distribution or retention of payroll check stubs.

**Paychex Integrations.** Paychex and/or a third-party vendor of Paychex will provide Client with the ability to connect and share payroll and payroll-related data between Paychex Flex and custom or third-party software and/or systems ("Paychex Integrations"). Client acknowledges that it is solely responsible for choosing which integrations to use, the accuracy of all information shared through the integration, and the incorporation of any changes made by or on behalf of Client or Client's Workers. Client further acknowledges that Paychex makes no representations concerning any third-party integration, regardless of whether it is offered as an existing integration or created under this Agreement, and that Paychex is not responsible for the accuracy, security or availability of the integration at any time. Client acknowledges that Paychex Integrations is subject to the Client Online Account and Third-Party Services provisions. Additional Fees may apply for certain integrations, created, offered and/or used as part of the Service.

**Pay-on-Demand Service.** As part of the Services, at no additional cost to Client, Paychex will provide Client's Workers with access to a membership program through its authorized third-party vendor ("Vendor") that allows eligible Workers to gain access to a portion of their earned but unpaid wages before a scheduled check date ("On Demand Wages"), plus other financial wellness services, for a membership fee ("Pay-on-Demand Service"). Client acknowledges that Vendor is solely liable for the services it provides, and that Paychex is not responsible for the acts or omissions of Vendor, including, without limitation, any acts or omissions related to the security or confidentiality of any Client Information on Vendor's systems and/or servers. Client authorizes Paychex to transmit to Vendor Client Information and Client Confidential Information (collectively, "Information") sufficient for Vendor to identify the Workers who may be eligible to receive the Pay-on-Demand Service. Client also authorizes Paychex to transmit additional Information to Vendor, as necessary, for Vendor to provide services to Worker for each Worker that has enrolled in the Vendor's service. If Client utilizes a Paychex time and attendance Service, Client also authorizes Paychex to transmit Information to Vendor from that Service. Client agrees and acknowledges that Paychex is not providing, and its actions should not be construed as providing, legal or financial advice and that Paychex is not acting in a fiduciary capacity on behalf of Client and/or Client's Workers in connection with the Pay-on-Demand Service. Client will be eligible for the Pay-on-Demand Service so long as (i) Client complies with the Agreement; (ii) Client agrees to and complies with any agreement Vendor shall require; and (iii) Client's agreement with Vendor is not terminated for any reason. Paychex reserves the right to modify and/or discontinue availability of the Pay-on-Demand Service and to make the Service available through different Vendors. Client acknowledges that Vendor may require Workers to execute agreements directly with Vendor and may limit the availability and/or scope of services provided in accordance with the terms and conditions of any separate agreement(s) and/or any applicable Laws. If a Worker elects to settle any On Demand Wages through future payroll deduction(s), Client authorizes Paychex to process the deduction(s) based on information received from Vendor on the Worker's next check date(s). Client acknowledges and understands that Paychex will not be responsible for verifying the deduction(s) with Client and/or Worker. Paychex may receive compensation from Vendor in connection with the Service.

**Paychex Analytics and Reports Center.** Paychex will provide Client with access to the Paychex Analytics and Reports Center (Report Center). The Report Center has various standard and custom reporting and data analysis tools available to Client for viewing, downloading, or exporting payroll and other Client data currently in Paychex Flex (collectively "Reports"). Not all Reports are included with each service bundle and additional fees may apply for certain Reports. Client may select additional Reports that are not included with their service bundle on Part A of this Agreement. Subject to availability, Reports may include, but are not limited to, Labor Distribution, Job Costing, General Ledger, On Demands, Data Exports, Live Reports, and Custom Analytics & Reports. Client agrees and acknowledges that Reports Center and its contents are not intended, and should not be construed, as providing legal or financial advice, and are for informational purposes only.

**Paychex Benefit Account Services\*.** Paychex will provide the available services set forth in the Paychex Benefit Account Services ("PBA Services") Agreement to Client. Client must execute the PBA Services Agreement to receive the PBA Services. PBA Services currently include Flexible Spending Account (FSA), Health Reimbursement Arrangement (HRA), and Health Savings Account (HSA) services. Client will be eligible to receive Health Reimbursement Arrangement (HRA) and Health Savings Account (HSA) services when the HRA and HSA services become available through the PBA Services Agreement to Paychex HR Solutions Clients. The Paychex Qualified Small Employer Health Reimbursement Arrangement ("QSEHRA") Service is not included. If Client wishes to receive the Paychex QSEHRA Service, additional fees will apply. Paychex HR Solutions Clients do not pay administrative and per participant monthly Fees or the setup Fee for the PBA Services while

Client is a Paychex HR Solutions Client. In the event that the Paychex HR Solutions Service Agreement is terminated, Client shall be obligated to pay the then current PBA Service Fees to retain the PBA Services.

**Paychex Employee Screening Essentials.** Client acknowledges that the Paychex Employee Screening Essentials Service (the "Screening Essentials Service") is performed by a third-party vendor ("Vendor") of Paychex. Client acknowledges that it is solely responsible for compliance with all applicable Laws, including but not limited to the Fair Credit Reporting Act and applicable federal, state and local background check restrictions. Client will be eligible for such program so long as: (i) Client remains a Client of Paychex; (ii) Client complies with the Agreement; (iii) Client agrees to and complies with any agreement Vendor shall require; and (iv) Client's Agreement with Vendor is not terminated for any reason. Fees for the Screening Essentials Service, if any, will be set forth in the fee schedule or its equivalent. Additional Fees may apply for additional individual screens not included in the annual allotment, fees levied by third party agencies to complete additional screens, or any other services provided to Client through the Screening Essentials Service.

**Paychex Employee Screening Services.** Client acknowledges that the Paychex Employee Screening Services (the "Screening Services") are performed by a third-party vendor ("Vendor") of Paychex. Client acknowledges that it is solely responsible for compliance with all applicable Laws, including but not limited to the Fair Credit Reporting Act and applicable federal, state and local background check restrictions. Client agrees to remit payment directly to Paychex. Client will be eligible for such program so long as: (i) Client remains a Client of Paychex; (ii) Client complies with the Agreement; (iii) Client agrees to and complies with any agreement Vendor shall require; and (iv) Client's agreement with Vendor is not terminated for any reason. Fees for the Employee Screening Services will be as set forth in the fee schedule or its equivalent and consist of a set-up fee, an inspection fee, and either a monthly subscription fee or monthly à la carte fee, and any insufficient fund and premium processing Fees, as applicable. Client agrees to pay for all screens ordered through the third-party vendor. If Client has a monthly subscription and the Screening Services are terminated prior to the completion of the subscription plan, Client agrees to pay the remaining amount due on the agreement with the third-party vendor, after a prorating of the screens ordered has been completed.

**Paychex Flex® Benefits Administration Essentials.** Paychex will provide Client access to an internet-based electronic system for group employee benefits enrollment and administration (the "Service").

- a. **Features and Paychex Responsibilities.** The following features constitute the Service in accordance with the employee benefit plan features as provided by Client: (i) online availability of Employee, spouse and dependent demographic information, as provided by the Client; (ii) Employee eligibility tracking; (iii) secure Employee access to the website for self-service; (iv) online benefit descriptions; and (v) online open enrollment, new hire enrollment and life event enrollment transactions. Paychex shall have the following additional responsibilities: (i) initial set up of the website including populating with Client Information; (ii) teleconference training of the primary user(s) of the Service identified by Client, and (iii) maintenance of an on-line help system. Paychex is not required, under the terms of the Agreement, to review Client's actions or those of Client's plan administrator(s), and Paychex will not incur any liability by taking or permitting any actions on the basis of any of Client's actions or those of Client's plan administrator(s) or for carrying out either Client's or Client's plan administrator's directions.
- b. **Submission of Client Information.** Client shall provide Paychex with initial data in accordance with Paychex's standard data import requirements, including all Employee and dependent demographic data and current enrollment elections. If data is not submitted in electronic format, initial client setup cannot be performed and Paychex shall not be obligated to perform the Services. Client shall also (i) provide all information necessary to assist in initial Client setup in accordance with the Paychex implementation schedule; (ii) assign a trained primary user(s) to perform administrative enrollment tasks and to resolve all data discrepancies to facilitate electronic data integration; (iii) approve all data changes prior to the next regularly scheduled data transmission; (iv) upon confirmation of an electronic connection, make all enrollment and demographic changes through the Service only, unless otherwise instructed; (v) make all updates to the system, including but not limited to all enrollment and demographic changes; and (vi) verify that all eligibility restrictions, effective date and premium calculations, and all other specific plan rules are in place and working correctly after initial implementation, and after any Client directed changes. Client authorizes Paychex to collect and store all enrollment and demographic data online on Client's behalf.
- c. **Accuracy of Client Information.** Paychex shall not have any obligation to verify or determine the accuracy, validity or completeness of information provided by Client or Client's plan administrator, including the hire and termination date of any of Client's Employees, and shall not be responsible for errors, delays or additional costs resulting from the receipt of inaccurate, invalid, incomplete or untimely information or information provided in an unacceptable format or media.
- d. **Termination.** Client is only eligible for the Service while Client remains a Client under the Agreement. Termination of the Agreement shall terminate the Service pursuant to this Section. If the Service is terminated, Client is entitled to all enrollment data and history collected by Paychex under the Agreement. Following termination of the Service, Paychex will provide Client with access to its data history for thirty (30) days via the reporting tool within its Paychex Flex Benefits Administration site.

**Paychex Flex® Hiring.** Paychex will provide Client with an internet-based recruiting and applicant tracking service to facilitate the recruiting, qualifying and tracking of applicants ("Hiring Service"). Additional Fees may apply for customized or additional modules as well as any other additional services selected by Client through the Hiring Service. Support is available by telephone, email and/or live chat Monday through Friday from 8:00 a.m. to 8:00 p.m. ET. Client agrees and acknowledges that Hiring Service and its contents are not intended, and should not be construed, as providing legal or financial advice and that Paychex is not acting in a fiduciary capacity on behalf of Client or Client's Workers or as an employer or joint employer of Client's Workers. Additional Fees may apply for certain Hiring Services as set forth on the order form, fee schedule or its equivalent. Client acknowledges that some Hiring Services may be provided by a third-party vendor of Paychex and authorizes Paychex to collect any Fees due on behalf of the vendor. The Hiring Service may provide links to third-party websites. Paychex makes no representations concerning third-party websites and is not responsible for the accuracy or content of, or the ability of Client to access, such websites. Client authorizes Paychex to access Client's Hiring Service account to perform administrative functions as necessary to provide the Hiring Service.

**Paychex Flex® HR Administration.** Paychex Flex HR Administration services (the "HR Administration Services"), is an internet-based human resource information system which provides Client with access to a dashboard of tools, data and insights that combine HR technology, analytics, self-service, and support. Not all solutions may be included with each service bundle and additional Fees may apply for certain solutions. Client agrees and acknowledges that, by offering HR Administration Services, Paychex is not intending to provide, and its actions should not be construed as providing legal or financial advice and that Paychex is not acting in a fiduciary capacity on behalf of Client and/or Client's Workers or as an employer or joint employer of Client's Workers. Client is solely responsible for its use of HR Administration Services and for compliance with all applicable Laws. Client acknowledges and agrees that Paychex will not review Client's use of HR Administration Services for efficacy, compliance, or any other reason. If Client chooses to use the Document Management solution, Client further acknowledges that Client is solely responsible for (i) Client's legal obligations to create, modify, maintain, or obtain signatures (electronic or otherwise) and/or acknowledgements with respect to any Documents stored by Client; and (ii) determining (a) which records and/or documents ("Documents") to upload, (b) whether such Documents may be uploaded, executed, acknowledged and/or stored in the manner provided through the Service, and (c) whether any Document is valid or legally binding. Client further acknowledges that (i) a portion of the Service may be provided by a third-party vendor ("Vendor") of Paychex, and is subject to the Third-Party Services provision, and (ii) that this Service is accessed by it and its Workers through its Paychex Flex account, and is subject to the Client Online Account provision. Client is eligible for the HR Administration Service only while Client remains a Client under the Agreement. Client understands and acknowledges that it is responsible for downloading and/or otherwise retaining all Documents, data or information stored on the HR Administration Service for its own retention purposes at all times, and that termination or suspension of its Paychex Flex account will terminate its ability to access Documents. Client further acknowledges and understands that Client's Workers may access the HR Administration Services only while they are active Workers of Client, and that Client is solely responsible for providing copies of any Documents, data or information to terminated Workers. Client authorizes Paychex to access Client's HR Administration account to perform administrative functions as necessary to provide the HR Administration Services.

**Paychex Flex® Onboarding.** Paychex will provide Client with an internet-based onboarding service to facilitate providing information to, and receiving information from, newly hired Workers, including the ability to provide company and/or Worker specific documents and policies ("Onboarding Service"). Client is responsible for the accuracy and completeness of the information provided for each Worker and Client acknowledges that failure to timely provide such information may result in delay in payroll processing and/or the onboarding process. Support is available by telephone, email and/or live chat Monday through Friday from 8:00 a.m. to 8:00 p.m. ET. Client agrees and acknowledges that Onboarding Service and its contents are not intended, and should not be construed, as providing legal or financial advice and that Paychex is not acting in a fiduciary capacity on behalf of Client or Client's Workers or as an employer or joint employer of Client's Workers. Additional Fees may apply for certain Onboarding Services as set forth on the order form, fee schedule or its equivalent. Client acknowledges that some Onboarding Services may be provided by a third-party vendor of Paychex and authorizes Paychex to collect any Fees due on behalf of the vendor. The Onboarding Service may provide links to third-party websites. Paychex makes no representations concerning third-party websites and is not responsible for the accuracy or content of, or the ability of Client to access, such websites. Client authorizes Paychex to access Client's Flex Onboarding Service account to perform administrative functions as necessary to provide this service.

**Paychex Flex® Onboarding Essentials.** Paychex will provide Client with an internet-based onboarding service to facilitate providing essential onboarding information to, and receiving essential onboarding information from, newly hired Workers ("Onboarding Essentials Service"). Client is responsible for the accuracy and completeness of the information provided for each Worker and Client acknowledges that failure to timely provide such information may result in delay in payroll processing and/or the onboarding process. Support is available by live chat Monday through Friday from 8:00 a.m. to 8:00 p.m. ET. Client agrees and acknowledges that the Onboarding Essentials Service and its contents are not intended, and should not be construed, as providing legal or financial advice and that Paychex is not acting in a fiduciary capacity on behalf of Client or Client's Workers or as an employer or joint employer of Client's Workers. Additional Fees may apply for certain Onboarding Essentials Services as set forth on the order form, fee schedule or its equivalent. Client acknowledges that some Onboarding Essentials Services may be provided by a third-party vendor of Paychex and authorizes Paychex to collect any Fees due on behalf of the vendor. The Onboarding Essentials Service may provide links to third-party websites. Paychex makes no representations concerning third-party websites and is not responsible for the accuracy or content of, or the ability of Client to access, such websites. Client authorizes Paychex to access Client's Paychex Flex Onboarding Essentials Service account to perform administrative functions as necessary to provide this Service. Paychex Flex Onboarding Essentials Service is not available if Client utilizes Paychex Flex Hiring Service or Paychex Flex Onboarding Service.

**Paychex® HR Online.** Paychex will provide Paychex HR Online, an internet-based human resource information system. Paychex grants Client a royalty-free, nonexclusive, nontransferable license ("HR Online License") to use all computer programs and related documentation (collectively "Paychex HR Online Software") from the web server location of Paychex' choice. Client agrees and acknowledges that the Paychex HR Online Software and its contents are not intended, and should not be construed, as providing legal or financial advice and that Paychex is not acting in a fiduciary capacity on behalf of Client or Client's Workers. Client further authorizes Paychex to access Client's HR Online account to perform administrative functions as necessary to provide this service.

**Paychex Learning Essentials.** Paychex and/or its authorized third-party vendor will provide access to the Paychex Learning System, a web-based library of training resources and information and a tool for providing and tracking Worker trainings ("Learning Essentials" or "Service"). Client agrees that its designated administrator and/or purchaser within the Paychex Learning System shall have full authority to purchase trainings for Client's Workers on Client's behalf. Additional Fees may apply and will be set forth in the fee schedule or its equivalent. Client acknowledges that the Service is provided by a third-party vendor ("Vendor") of Paychex. Client agrees to remit payment directly to Paychex. Client agrees and acknowledges that, by offering this Service, Paychex is not intending to provide legal advice, and Client is solely responsible for its use of, or reliance on, the information contained in the Paychex Learning System, including but not limited to the accuracy or applicability of any trainings used by Client. Client is responsible for compliance with all applicable laws or regulations, and acknowledges that neither Paychex nor its third-party vendor will review the trainings for compliance or any other reason. Client will be eligible for this Service so long as: (i) Client remains a Client of Paychex; (ii) Client complies with the Agreement; (iii) Client complies with the Terms of Use, which can be found within the Paychex

Learning System and are incorporated herein, and any other agreement Vendor shall require; and (iv) Client's agreement with Vendor is not terminated for any reason. Upon termination of the Service or the Agreement, Client will no longer have access to the Service or any of the content, but may print or download tracking transcripts prior to termination.

**Paychex Learning Enhanced.** In addition to the Paychex Learning Essentials Service, Paychex and/or its authorized third party vendor will provide Client with the ability to add or create custom trainings ("Learning Enhanced" or "Service"). Client agrees that its designated administrator, author and/or purchaser within the Paychex Learning System shall have full authority to purchase and/or create trainings for Client's Workers on Client's behalf. Additional Fees may apply and will be set forth in the fee schedule or its equivalent. Client acknowledges that the Service is provided by a third-party vendor ("Vendor") of Paychex. Client agrees to remit payment directly to Paychex. Client agrees and acknowledges that, by offering this Service, Paychex is not intending to provide legal advice, and Client is solely responsible for its use of, or reliance on, the information contained in the Paychex Learning System, including but not limited to the accuracy or applicability of any trainings used by Client. Client is responsible for compliance with all applicable laws or regulations, and acknowledges that neither Paychex nor its third-party vendor will review the trainings for compliance or any other reason. Client will be eligible for this Service so long as: (i) Client remains a Client of Paychex; (ii) Client complies with the Agreement; (iii) Client complies with the Terms of Use, which can be found within the Paychex Learning System and are incorporated herein, and any other agreement Vendor shall require; and (iv) Client's agreement with Vendor is not terminated for any reason. Upon termination of the Service or the Agreement, Client will no longer have access to the Service or any of the content, but may print or download tracking transcripts prior to termination. Client may only retain those trainings created or uploaded by Client during the term of the Agreement.

**Paychex Retirement Services\*.** Paychex will perform third-party recordkeeping, reporting, and other administrative services ("Retirement Services") for Client's Qualified Retirement Plan as set forth in the Paychex Retirement Services Agreement. Client must execute the separate Retirement Services Agreement in order to receive the Retirement Services. Some Retirement Services may result in additional fees as set forth in the Retirement Services Agreement and/or Client Fee Disclosure. If Client has elected the Paychex Solo service bundle, the Retirement Services provided pursuant to that service bundle are limited to owner and spouse only. If Client has elected Paychex Solo and adds one or more Employees, or if Client is no longer receiving bundled services that include Retirement Services, Client will no longer be eligible for the service bundle or service bundle pricing and Paychex standard Retirement Service Fees shall apply.

**Paychex Time and Attendance Services.** Paychex will provide one of the following Time and Attendance Services selected by Client: Paychex Flex® Time, Paychex Flex® Time Essentials, Paychex Time and Labor Online, Paychex PST 1000/Trueshift® or stratustime® ("Time and Attendance Services"). Paychex is only required to provide the Time and Attendance Services when the Application and Time Clock, if applicable, are operated by Client according to the user manual or other applicable terms of use and in an environment that meets the minimum requirements.

- a. **Access to the Application.** Paychex will provide all Clients that select Time and Attendance Services with the right to access and use Paychex' internet-based time and attendance solution for recording hours (the "Application"). The term Application will be deemed to include the Time Clock Software. Access to the Application will end upon termination of the Agreement and/or the Service. Client agrees that ownership of all rights in and to the Application remain the sole and exclusive property of Paychex.
- b. **Telephone Support.** Paychex will provide all Clients that select Time and Attendance Services with telephone support consisting of unlimited telephone calls that will be accepted Monday through Friday from 8:00 a.m. to 8:00 p.m. ET.
- c. **Time Clock Software.** Paychex will provide Client with all necessary Paychex time and attendance software ("Time Clock Software"). *This section does not apply to Clients that select Paychex Flex® Time Essentials.*
- d. **Maintenance Services.** Client may lease or purchase time and attendance data collection devices ("Time Clock(s)") and/or other equipment (collectively Time Clocks and any other equipment leased or purchased from Paychex are referred to as "Hardware"). Paychex will provide support services for Hardware ("Maintenance Services") to Clients (i) that lease Hardware at no additional fee; and (ii) that purchase Hardware ("Purchased Hardware") for an additional annual Fee ("Maintenance Services Fee"). The Maintenance Services Fee must be paid in full before Paychex is obligated to perform any Maintenance Services. The Maintenance Services Fee shall automatically renew unless Client notifies Paychex that it no longer requires the Maintenance Services at least thirty (30) days prior to renewal. All service, labor, and ground shipping charges for Time Clocks are covered by Client's monthly payments for Leased Hardware or by the Maintenance Services Fee, as applicable. Client must promptly notify Paychex of any issues or concerns with the Hardware. At Paychex' sole option, it may either repair a Time Clock or replace it with either a new or refurbished Time Clock of the same or a comparable model. Paychex will supply connection cables for the comparable model, if necessary. Client agrees to separately purchase any other accessories or components required for the replacement model. Upon receipt of replacement Hardware, the Client is required to ship all replaced items to Paychex within five (5) business days of receipt of the replacement Hardware. Paychex will not provide Maintenance Services for any accessories purchased by Client. *This section does not apply to Clients that select Paychex Flex® Time Essentials.*
- e. **Ownership of Leased Hardware.** If Client leases Hardware from Paychex ("Leased Hardware"), Client agrees that (i) Leased Hardware is the sole and exclusive property of Paychex; (ii) Client has no right, title, or interest in any Leased Hardware except as stated in the Agreement; (iii) Client cannot transfer, sell, or in any way encumber Leased Hardware; (iv) Leased Hardware is not a fixture; (v) Client will not allow any third party to file any lien or security interest on Leased Hardware; and (vi) the Agreement does not cover damage to Leased Hardware from or related to fire, flood, lightning or sudden accidental events, theft, misuse or abuse, or modification or servicing of the Leased Hardware by Client or any other third party. Upon demand by Paychex, Client agrees to deliver to Paychex any and all financing statements under the Uniform Commercial Code and any other documents Paychex demands to protect or record Paychex' interest in the Leased Hardware. If permitted by applicable law, Paychex may file any such documents or instruments signed only by Paychex. Client agrees not to damage Paychex' Leased Hardware and to return it in the original condition, normal wear and tear excepted, upon termination of the Agreement or as otherwise required. In the event of damage to any of Paychex' Leased Hardware as a result of Client's, its Workers', or its agents' acts or omissions, or if Client fails to return Paychex' Leased Hardware, Client agrees to pay for all necessary repairs or replacement. *This section does not apply to Clients that select Paychex Flex® Time Essentials.*
- f. **Termination.** Upon termination, Client is required to (i) complete termination paperwork provided by Paychex, if applicable (ii) cease use of the Application; and (iii) return all Leased Hardware to Paychex within ten (10) business days, if applicable. If Client fails to

return the Leased Hardware in the time required, or damages it beyond normal wear and tear, Client will be charged a fee for each Time Clock as set forth in the fee schedule or its equivalent.

- g. **Compliance with Applicable Laws.** Client agrees that it shall be solely responsible for compliance with all applicable Laws in connection with use of the Application and any Leased or Purchased Hardware including, without limitation, local, state and federal wage and hour laws and regulations and laws relating to collection, storage, and use of biometric information. Client agrees that the Services and/or Application are not intended, and should not be construed, as providing legal or financial advice and that Paychex is not acting in a fiduciary capacity on behalf of Client or Client's Workers.
- h. **Disclaimer of Warranty.** With regard to any Leased and/or Purchased Hardware and Time Clock Software, Paychex hereby disclaims any and all warranties, and makes no representation or warranty of any kind, whether express or implied, including any warranties as to the condition, quality, value, suitability, durability, operability, or any other matter. Without limiting the general nature of this disclaimer, Paychex disclaims any and all warranties concerning the merchantability or fitness for a particular purpose of any Leased or Purchased Hardware and all Hardware is expressly provided "as is," subject to Maintenance Services, if applicable.

**Payroll Processing.** Paychex will process Client's payroll based solely on Client Information submitted by Client, prepare payroll checks drawn on Client's bank account or as otherwise directed by Client, and prepare payroll reports and/or documents for each payroll processed by Client, for Client's for review and distribution, if applicable. Client acknowledges that Client is responsible for any delayed remittance of Reimbursement Amounts and additional processing Fees resulting from its failure to submit Client Information at least two (2) banking days prior to a payroll check date. Paychex shall not be required to obtain authorization from Client to act on Client Information. Paychex will prepare payroll tax returns for taxes identified on the Cash Requirements, Tax Payment Report and/or Payroll Cover Letter Report or their equivalent for the Client to review, sign, and file. Paychex will not be responsible for the remittance of payroll taxes, or other taxes, or for the filing of tax returns for Clients who elect not to receive the Taxpay service. **Despite any product terms or conditions to the contrary contained herein, Client acknowledges that Paychex Express Payroll is a completely paperless payroll service and that Paychex will not be providing any reports, documents, or data in paper form. Client also acknowledges that Paychex Express Payroll does not include preparation of any checks, and that Client is solely responsible for timely and accurately preparing and delivering any checks.**

**Premium Only Plan (POP).** Paychex will act as plan service provider for Client's POP. Paychex will provide Client with the following plan installation documentation: (i) Basic Plan Document; (ii) Adoption Agreement; and (iii) Summary Plan Description (collectively, "Plan Documents"). Client acknowledges that Client is responsible for (i) reviewing and signing the Adoption Agreement setting forth the terms and conditions of the plan; and (ii) distributing the Summary Plan Description to plan participants. Paychex will perform the calculations for the Key Employee Concentration Test. Client is solely responsible for all other testing. If Client has a Health Savings Account (HSA), the pretax salary reductions for Client's HSA will not be incorporated into the compliance testing results. Client will be solely responsible for any aggregate testing. Client acknowledges that if the plan fails the testing as outlined above, the Client is responsible for correcting the failure and bringing the plan into compliance with the applicable requirements as defined in section 125 of the Internal Revenue Code.

**Readychex®.** In accordance with the Agreement, Paychex will (i) process EFT transactions on the Funding Deadline to pay Client's Workers; (ii) hold such amounts in an account established by Paychex until Client's check date, if the Funding Deadline is prior to the Client's check date; and (iii) draw checks payable to Client's Workers on Client's check date and provide those checks to Client. Client will distribute checks on check date or thereafter. Checks distributed to Workers before check date will not be honored and it will be Client's responsibility to pay the Workers. If Client's Worker fails to present a check for payment within six (6) months of check date ("Stale Check"), Paychex will refund the amount debited for the Stale Check back to Client minus any balances owed by Client and charge a Fee for the transfer of the Stale Check funds back to Client. Client will be solely responsible for remitting to its Workers or former Workers, any amounts due and following any state unclaimed property laws in regards to outstanding Worker funds. If a Readychex check is lost, stolen, destroyed, or otherwise not able to be cashed ("Voidable Readychex"), Client agrees to notify Paychex immediately and request to void the check. Client agrees to mark as voided and destroy any Voidable Readychex checks for which a refund has been requested or issued if it should be ultimately found or discovered. If the voided check is cashed, negotiated, or otherwise presented for payment, and Paychex and/or the financial institution that the Readychex check is drawn upon requires a lost/stolen check affidavit, Client agrees that Client is responsible for producing the affidavit. If Client is unable to produce the affidavit, Client agrees to accept all liability that results from Paychex voiding and replacing the lost/stolen check if the check is later cashed, negotiated, or otherwise presented for payment. If Client's Worker or former Worker cashes, negotiates, or otherwise presents a Readychex check for payment more than once, Client agrees that it is responsible for reimbursing Paychex for the amount of the check plus any additional expenses, losses, or damages that Paychex may incur from a third party. Readychex is not available if Client utilizes Check Signing.

**Recruiting and Applicant Tracking.** Paychex will provide Client with an internet-based recruiting and applicant tracking service to facilitate the recruiting, qualifying and tracking of applicants ("Recruiting and Applicant Tracking Service"). Additional Fees may apply for customized or additional modules as well as any other additional services selected by Client through the Recruiting and Applicant Tracking Service. Support is available by telephone, email and/or live chat Monday through Friday from 8:00 a.m. to 8:00 p.m. ET. Client agrees and acknowledges that Recruiting and Applicant Tracking Service and its contents are not intended, and should not be construed, as providing legal or financial advice and that Paychex is not acting in a fiduciary capacity on behalf of Client or Client's Workers or as an employer or joint employer of Client's Workers. Additional Fees may apply for certain Recruiting and Tracking Applicant Services as set forth on the order form, fee schedule or its equivalent. Client acknowledges that some of the Recruiting and Applicant Tracking Services may be provided by a third-party vendor of Paychex, and authorizes Paychex to collect any Fees due on behalf of the vendor. The Recruiting and Applicant Tracking Service may provide links to third-party websites. Paychex makes no representations concerning third-party websites and is not responsible for the accuracy or content of, of the ability of Client to access such websites. Client authorizes Paychex to access Client's Recruiting and Applicant Tracking Service account to perform administrative functions as necessary to provide this Recruiting and Applicant Tracking Service.

**Safety Service.** As requested by Client, Paychex will conduct a safety interview with Client and obtain a description of Client's operations. Based on the information provided by Client, Paychex will assist Client in identifying general safety hazards and applicable OSHA standards and assist

Client in the development of written safety plans and corresponding safety training. Paychex will consult with Client to promote a safe work environment. Client will report to Paychex any changes to its operations that will change its safety hazards, applicable OSHA standards, or written safety plans. As required by OSHA, Client is ultimately responsible for the work-related health and safety of its Workers. Client will remain solely responsible for compliance with all Laws regulating Workers' safety and health issues and any citations, penalties, or costs associated with noncompliance.

**State Unemployment Insurance Service (SUIS).** Paychex will provide the following services relating to unemployment insurance for Client's employees ("Employees"): claim and appeal processing, pre-hearing preparation, analytical review of voluntary contributions, and charge statement balancing. Client agrees to complete applicable power of attorney and record of address forms where needed. For an additional Fee, Client can request and authorize Paychex to appear and represent Client by telephone at any unemployment insurance hearing for a specified Employee ("SUI Representation Service"), provided the state in which the hearing is being held will allow such representation. The SUI Representation Service will be performed only for any unemployment insurance hearing regarding the specified Employee. By representing Client at any unemployment insurance hearing for the specified Employee, Paychex is not acting as Client's attorney nor will Paychex provide Client legal advice. Paychex does not guarantee the outcome of the hearing. Paychex expressly reserves the right to decline the Client's request to represent Client at the unemployment insurance hearing. Client expressly agrees that the SUI Representation Service will be performed pursuant, and subject to, the terms of the Agreement. Upon termination of the SUI Service, Client will notify their state unemployment agency and remove Paychex as their agent of record. Following termination, Paychex will not forward any unemployment notices or communications from a state unemployment agency to Client and Client will be solely responsible for responding to any unemployment notices and hearings. Paychex will not be liable for Client's failure to timely respond to notices received by Paychex following termination of the SUI Service.

**Tax Credit Service.** Tax Credit Service provides Client with assistance in locating, preparing and filing for certain tax credit and hiring-based incentive programs (the "Tax Credit Service"). Client acknowledges that (i) the Tax Credit Service is performed solely by a third-party vendor ("Vendor"), (ii) Vendor is solely liable for the performance of the services it provides, and (iii) Paychex is not responsible for the acts or omissions of Vendor, including, without limitation, any acts or omissions related to the security or confidentiality of any Client Information on Vendor's systems and/or servers. Client authorizes Paychex to transmit to Vendor Client Information and Client Confidential Information (collectively, "Information") pertaining to Client and Client's Employees, as necessary, for Vendor to perform the Tax Credit Service. Client will be eligible for the Tax Credit Service so long as: (i) Client agrees to and complies with any agreement Vendor shall require; (ii) Client agrees to and pays to Vendor the additional fees as detailed in the separate agreement with Vendor; and (iii) the agreement with Vendor is not terminated for any reason. Client acknowledges that Vendor may remit a percentage of the fees Vendor receives to Paychex and Client authorizes Paychex to receive these fees as additional compensation for the Services. Client further authorizes Vendor to provide to Paychex information pertaining to the tax credits and Paychex to forward information received from Vendor to the IRS if required.

**Taxpay® (with SUI Support Service).** On the Funding Deadline, Paychex will (i) process EFT transactions in accordance with the Agreement to pay the payroll taxes that are specifically identified on the Cash Requirements, Tax Payment Report and/or Payroll Cover Letter Report; (ii) hold such amounts in an account established by Paychex until such time as these amounts are due to the appropriate taxing authorities; and (iii) prepare, sign, and file with proper taxing authorities all returns for such taxes on an ongoing basis. Paychex is not responsible for the payment of taxes or the filing of returns prior to the Taxpay Service Effective Date and/or for payroll taxes which Paychex did not collect from Client. Client understands that there may be different Taxpay Service Effective Dates for each tax agency. **SUI Support Service:** Paychex will provide Client with telephone support with state unemployment insurance claims, benefit charge questions, and pre-hearing preparation.

**Taxpay® (without SUI Support Service).** On the Funding Deadline, Paychex will (i) process EFT transactions in accordance with the Agreement to pay the payroll taxes that are specifically identified on the Payroll Cover Letter Report; (ii) hold such amounts in an account established by Paychex until such time as these amounts are due to the appropriate taxing authorities; and (iii) prepare, sign, and file with proper taxing authorities all returns for such taxes on an ongoing basis. Paychex is not responsible for the payment of taxes or the filing of returns prior to the Taxpay Service Effective Date and/or for payroll taxes which Paychex did not collect from Client. Client understands that there may be different Taxpay Service Effective Dates for each tax agency.

**Time Off Accrual Service (TOA).** Paychex will provide a tracking and reporting service for Worker accrued time off benefits based on Client Information provided by Client each pay period. Client acknowledges that it is solely responsible for the accuracy of information provided to Paychex and for compliance with all applicable Laws related to Client's time off accrual policies.

**W-2 Service.** Unless Client directs Paychex in writing not to provide the W-2 Service, Paychex will (i) prepare Forms W-2 and W-3 and Forms 1099-MISC and 1096, if applicable ("Forms"); (ii) file the Forms with the appropriate federal and state agencies; and (iii) provide copies to Client for distribution to each Worker. Client shall have the sole responsibility to distribute the Forms to each Worker pursuant to applicable law. Client acknowledges that (i) if it chooses to receive W-2's or 1099's online only, Paychex will place Client's Workers' Forms W-2 and 1099-MISC on a secure site for viewing and printing by Client and (ii) it is solely responsible for compliance with all state and/or federal statutes or regulations regarding consent of and distribution to each Worker. If the W-2 Services are terminated or if Client is in breach of its obligations for payment of Amounts Due, Paychex shall not be obligated to provide the W-2 Service. Additional Fees may apply.

**Workers' Compensation Payment Service\*.** Paychex will perform workers' compensation payment services (the "WCP Service") for Client as set forth in the Paychex Workers' Compensation Payment Service Agreement. Availability of the WCP Service is dependent on insurance carrier selection and/or carrier underwriting requirements. The WCP Service does not include the sale of workers' compensation insurance coverage and is not proof of coverage. Client is solely responsible for obtaining and maintaining any required coverage. Client must execute a separate Paychex Workers' Compensation Payment Service Agreement in order to receive the WCP Service.

**Workers' Compensation Report Service.** Paychex will provide Client with access to a monthly report with the calculated workers' compensation premium amounts consisting of the payroll wages and workers' compensation premiums in each class code for each payroll processed by Client ("Report"). Additional Reports may be purchased for an additional Fee. The Workers' Compensation Report Service does not include the sale of workers' compensation insurance coverage and is not proof of coverage. Client is solely responsible for obtaining and maintaining any required coverage.

In Process



### Paychex Agreement Cover Sheet for Paychex Services Agreement

**Use of This Cover Sheet.** Use this cover sheet to provide Operations with required information to onboard a client. This cover sheet must be attached to the load for each client.

**1. Client Identification:**

Triunfo Sanitation District

Parent/Single ID Company Name

Parent/Single ID Fed ID

Parent/Single ID Office/Client Number\*

\*Client Number is required prior to submission.

**2. Service Selection Instructions**

- A. **New Client.** Check service selected by Client, or check “Decline Both Services” if Client declines to receive either service.
- B. **Current Client.** If Client is currently receiving payroll services from Paychex on another platform or package and wishes to retain its current selection of the services below, check “Retain Current Selection of Services.” Client may also either select or decline services as if a new client.

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>• Readychex®</li> <li style="padding-left: 20px;">-OR-</li> <li style="padding-left: 20px;">Check Signing Service</li> <li style="padding-left: 20px;">-OR-</li> <li style="padding-left: 20px;">Decline Both Services      X</li> <li style="padding-left: 20px;">-OR-</li> <li style="padding-left: 20px;">Retain Current Selection of Services</li> </ul>                                 | <ul style="list-style-type: none"> <li>• General Ledger Report</li> <li style="padding-left: 20px;">-OR-</li> <li style="padding-left: 20px;">General Ledger Service</li> <li style="padding-left: 20px;">-OR-</li> <li style="padding-left: 20px;">Decline Both Services      X</li> <li style="padding-left: 20px;">-OR-</li> <li style="padding-left: 20px;">Retain Current Selection of Services</li> </ul> |
| <ul style="list-style-type: none"> <li>• Workers Compensation Report</li> <li style="padding-left: 20px;">-OR-</li> <li style="padding-left: 20px;">Workers Compensation Payment Service</li> <li style="padding-left: 20px;">-OR-</li> <li style="padding-left: 20px;">Decline Both Services      X</li> <li style="padding-left: 20px;">-OR-</li> <li style="padding-left: 20px;">Retain Current Selection of Services</li> </ul> |   |

**3. Combo Client.** Is the client a Multi-ID or Combo Client?                      Yes      X      No

**If Client has multiple-IDs or is a Combo Client being onboarded:**

- Each Client ID must execute a separate Paychex Service Agreement. If Services are identical Client may execute using Client Signature Page.
- Each Client must have a separate coversheet.

**4. Associated Clients.** The Client listed above is associated with the companies listed below.

Child Company Name  
Child ID Fed ID  
Child ID Office/Client Number

Child Company Name  
Child ID Fed ID  
Child ID Office/Client Number

Child Company Name  
Child ID Fed ID  
Child ID Office/Client Number

Child Company Name  
Child ID Fed ID  
Child ID Office/Client Number

In Process

Child Company Name  
Child ID Fed ID  
Child ID Office/Client Number

Child Company Name  
Child ID Fed ID  
Child ID Office/Client Number

Child Company Name  
Child ID Fed ID  
Child ID Office/Client Number

Child Company Name  
Child ID Fed ID  
Child ID Office/Client Number

### Certificate Of Completion

Envelope Id: 64D46099E328436B93ECB6805BDFD5D5	Status: Delivered
Subject: Paychex Documents - Triunfo Sanitation District	
Source Envelope:	
Document Pages: 22	Signatures: 0
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Eddie Sharifi
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	CC# CC206610
	911 Panorama Trail S
	Rochester, NY 14625
	esharifi@paychex.com
	IP Address: 13.110.74.8

### Record Tracking

Status: Original	Holder: Eddie Sharifi	Location: DocuSign
8/24/2020 10:02:32 AM	esharifi@paychex.com	

### Signer Events

Signature	Timestamp
Chi Hermann	Sent: 8/24/2020 10:04:27 AM
ChiHermann@VRSD.COM	Viewed: 8/24/2020 10:08:00 AM
Security Level: Email, Account Authentication (None)	
<b>Electronic Record and Signature Disclosure:</b>	
Accepted: 8/24/2020 10:08:00 AM	
ID: 0735924f-3283-417c-90ba-b81e45f738b9	

In Process

### In Person Signer Events

Signature

Timestamp

### Editor Delivery Events

Status

Timestamp

### Agent Delivery Events

Status

Timestamp

### Intermediary Delivery Events

Status

Timestamp

### Certified Delivery Events

Status

Timestamp

### Carbon Copy Events

Status

Timestamp

### Witness Events

Signature

Timestamp

### Notary Events

Signature

Timestamp

### Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	8/24/2020 10:04:27 AM
Certified Delivered	Security Checked	8/24/2020 10:08:00 AM

### Payment Events

Status

Timestamps

### Electronic Record and Signature Disclosure

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