



IMPERIAL COUNTY
Local Health Authority Commission

AGENDA

January 8, 2024

5:30 PM

512 W. Aten Rd.

Imperial, CA 92251

All supporting documentation is available for public review at <https://chpiv.org>

Committee Members	Representing	Present
Dr. Theodore Affue	LHA Commissioner – Imperial County Medical Society	
Dr. Bushra Ahmad	LHA Commissioner – County of Imperial – Chief Medical Officer	
Dr. Carlos Ramirez	LHA Commissioner – Unicare – CNO, COO	
Dr. Unnati Sampat	LHA Commissioner – MD, Imperial Valley Family Care Medical Group	
Dr. Allen Wu	LHA Commissioner – Inncare, Chief Medical Officer	
Miguel Figueroa	LHA Commissioner – County of Imperial – Chief Executive Officer	
Paula Llanas	LHA Commissioner – County of Imperial – Director of Social Services	
Ryan E. Kelley	LHA Commissioner – County of Imperial – Board of Supervisors	
Pablo Velez	LHA Commissioner – ECRMC Chief Executive Officer	
Yvonne Bell	LHA Vice-Chair – Chief Executive Officer – Inncare	
Lee Hindman	LHA Chairperson – Joint Chambers of Commerce representing the public	

1. Call to Order *Lee Hindman, Chair*
2. Roll Call *Donna Ponce, Commission Clerk*
3. Approval of Agenda
 - a. Items to be pulled or added from the Information/Action/Closed Session Calendar
 - b. Approval of the order of the agenda
4. Public Comment *Lee Hindman, Chair*

Public Comment is limited to items NOT listed on the agenda. This is an opportunity for members of the public to address the Committee on any matter within the Committee’s jurisdiction. Any action taken as a result of public comment shall be limited to the direction of staff. When addressing the Committee, state your name for the record prior to providing your comments. Please address the Committee as a whole, through the Chairperson. Individuals will be given three (3) minutes to address the board.

CONSENT CALENDAR

5. Approval of Minutes from 12/11/2023

CLOSED SESSION

Larry Lewis, CEO

6. Pursuant to Welfare and Institutions Code § 14087.38 (n) Report Involving Trade Secret new product discussion (estimated date of disclosure, 01/2024)
 - a. Update/Action on Contract with Health Net Community Solutions, Inc.

ACTION

7. Report on actions taken in closed session.
8. Election of the LHA Chair *William Smerdon, Attorney*
9. Election of LHA Vice-Chair *Chair*
10. Appointments of Committee Chairs *Chair*
11. Discussion/Action regarding financial reports: *Mark A. Southworth, CFO*
 - a. Revenue & Expenses
 - i. Through November 30, 2023
 - b. Balance Sheet
 - i. Through November 30, 2023
 - c. Transactions Report
 - i. Through November 30, 2023

INFORMATION

12. Administrative Reports
 - a. *Health Services* *Dr. Arakawa, CMO*
 - b. *Financial Services* *Mark A. Southworth, CFO*
 - c. *Compliance* *Elysse Tarabola, CCO*
 - d. *Human Resources and Community Relations* *Michelle S. Ortiz-Trujillo, SDHRCR*
 - e. *CEO Report* *Larry Lewis, CEO*
13. Other new or old business *Lee Hindman, Chair*
14. Commissioner Remarks *Lee Hindman, Chair*

Adjournment

Next Meeting: February 12, 2024



IMPERIAL COUNTY
Local Health Authority Commission

MINUTES

December 11th, 2023

5:30 PM

512 W. Aten Rd.

Imperial, CA 92251

All supporting documentation is available for public review at <https://chpiv.org>

Committee Members	Representing	Present
Dr. Theodore Affue	LHA Commissioner – Imperial County Medical Society	✓ R
Dr. Bushra Ahmad	LHA Commissioner – County of Imperial – Chief Medical Officer	✓
Dr. Carlos Ramirez	LHA Commissioner – Unicare – CNO, COO	✓
Dr. Unnati Sampat	LHA Commissioner – MD, Imperial Valley Family Care Medical Group	✓
Dr. Allen Wu	LHA Commissioner – Inncare, Chief Medical Officer	✓
Damon Sorenson	LHA Commissioner – Chief Executive Officer – Pioneers	✓
Miguel Figueroa	LHA Commissioner – County of Imperial – Chief Executive Officer	✓
Paula Llanas	LHA Commissioner – County of Imperial – Director of Social Services	A
Ryan E. Kelley	LHA Commissioner – County of Imperial – Board of Supervisors	A
Pablo Velez	LHA Commissioner – ECRMC Chief Executive Officer	✓
Yvonne Bell	LHA Vice-Chair – Chief Executive Officer – Inncare	✓
Lee Hindman	LHA Chairperson – Joint Chambers of Commerce representing the public	✓

1. Call to Order *Lee Hindman, Chair*
Meeting called to order at 5:32 p.m.

2. Roll Call *Donna Ponce, Commission Clerk*
Roll call taken and quorum confirmed. Attendance is as shown above.

3. Approval of Agenda
 - a. Items to be pulled or added from the Information/Action/Closed Session Calendar
 - b. Approval of the order of the agenda
(Affue/Bell) To approve the agenda. Motion carried.

4. Public Comment *Lee Hindman, Chair*
None.

CONSENT CALENDAR

5. Approval of Minutes from 11/13/2023
6. Discussion/Action to approve and adopt the 2023 updated Mission and Vision Statements *Larry Lewis, CEO*
(Ramirez/Affue) To approve the consent calendar. Motion carried.

ACTION

7. Discussion/Action on CHPIV Primary and Secondary Contracts *Larry Lewis, CEO*
(Velez/Sampat) To approve CHPIV Primary and Secondary Contracts. Motion carried.
8. Discussion/Action regarding financial reports: *Mark A. Southworth, CFO*
 - a. Revenue & Expenses
 - i. Through October 31, 2023
 - b. Balance Sheet
 - i. Through October 31, 2023
 - c. Transactions Report
 - i. Through October 31, 2023

(Wu/Ramirez) To approve financial reports through October 31, 2023. Motion carried.

9. Code of Conduct Update – Media Contacts *Elysse Tarabola, CCO*
(Wu/Ramirez) To approve Code of Conduct update. Motion carried.

INFORMATION

10. Administrative Reports
 - a. *Health Services* *Dr. Arakawa, CMO*
Chief Medical Office (CMO), Dr. Gordon Arakawa updated the committee on the following:
 - *Program Descriptions for QIHE and UM*
 - *Senior Director of HS and Team completing review of Health New audit tools*
 - *Personnel*
 - *DHCS Quality Measure Sanctions*
 - b. *Financial Services* *Mark A. Southworth, CFO*
 - c. *Compliance*
Senior Director of Compliance, Chelsea Hardy (SDC), updated the commission on the following:
 - *Compliance Training*
 - *Knox Keene Application**Chief Compliance Officer (CCO), Elysse Tarabola updated the commission on the following:*
 - *Pre-Delegation Audit*

Elysse Tarabola, CCO

d. *Human Resources and Community Relations*

Michelle S. Ortiz-Trujillo, SDHRCR

Senior Director of Human Resources and Community Relations (SDHRCR), Michelle S. Ortiz-Trujillo updated the committee on the following:

- *SB 616 guarantees employees five paid sick days per year up from three days previously*
- *Clinical Quality Review LVN Position Updates: Position still vacant*
- *CHPIV website*
- *CAC meeting to be held on December 19, 2023*

e. *CEO Report*

Larry Lewis, CEO

Chief Executive Officer (CEO), Larry Lewis updated the committee on the following:

- *One on one meeting with Healthnet for California for Medi-Cal/Medicare*
- *CHPIV website*

CLOSED SESSION

Larry Lewis, CEO

11. Pursuant to Welfare and Institutions Code § 14087.38 (n) Report Involving Trade Secret new product discussion (estimated date of disclosure, 01/2024)

a. Update/Action on Contract with Health Net Community Solutions, Inc.

b. Public Employee Annual Performance Evaluation

Lee Hindman, Chair

12. Report on actions taken in closed session.

Commissioners established a process for Public Employee Annual Performance Evaluation.

13. Other new or old business

Lee Hindman, Chair

14. Commissioner Remarks

Lee Hindman, Chair

Adjournment

The meeting was adjourned at 6:54 p.m.

Next Meeting: January 8, 2023

Fact Sheet

LHA CHAIR ELECTION

DATE JANUARY 8, 2024

Agenda Item #8

Recommendations

It is the CEO's recommendation that the Commission support the re-election of Lee Hindman as Chair of the LHA.

Background

Lee Hindman has been the Chair for the last year and was a strong Commission Leader throughout the Knox-Keene application process. This year remains a sensitive year for changes. Continuity should be valued very highly as we work through implementation of the plans we developed throughout the last few years.

Current Situation

Lee was last elected as the Chair in January of 2023 for a term to be the remainder of the fiscal year. Now is the time to re-elect Officers beginning with the Chair of the LHA.

Process

1. Open the floor to nominations to the Chair position for the calendar year 2024.
 - a. List all nominations made.
 - b. Close nominations
2. Motion and second for approval of one nominated person to Chair
 - a. Discussion
3. Count the votes-all in favor.
4. If motion is not approved, repeat the steps.

Fact Sheet

LHA VICE CHAIR ELECTION

DATE JANUARY 8, 2024

Agenda Item #9

Recommendations

It is the CEO's recommendation that the Commission support the re-election of Yvonne Bell as Vice Chair of the LHA.

Background

Yvonne Bell has been the Vice Chair for the last year and was a strong Finance Committee Chair prior to Dr. Carlos Ramirez. Yvonne has been on the Commission since before it was formed. This year remains a sensitive year for changes. Continuity should be valued very highly as we work through implementation of the plans we developed throughout the last few years.

Current Situation

Yvonne was last elected as the Vice Chair in January of 2023 for a term to be the remainder of the fiscal year. The Vice Chair's one year term has expired.

Process

1. Open the floor to nominations to the Vice Chair position for the calendar year 2024.
 - a. List all nominations made.
 - b. Close nominations
2. Motion and second for approval of one nominated person to Vice Chair
 - a. Discussion
3. Count the votes-all in favor.
4. If motion is not approved, repeat the steps.



Finance Commission Presentation

January 2024

1. 202311 Commission P&L Variance Report
2. 202311 Cash Transactions
3. 202311 Statement of Activity
4. 202311 Statement of Financial Position
5. 202311 Monthly Statement of Activity
6. 202311 YTD Statement of Activity
7. Audit Kick-Off Introductions

IMPERIAL COUNTY LOCAL HEALTH AUTHORITY
dba Community Helath Plan of Imperial Valley
Year to Date P&L Variance
1/1/2023 to 11/30/2023

	Year To Date		Year To Date		Explanation
	November	November	November	November	
	Forecast	Actual	Variance		
REVENUE					
Capitation Revenue	1,179,920	1,460,959	281,039		Higher than expected enrollment
Other Revenue		1,947,414	1,947,414		Profit Share
Reinsurance Revenue					
Interest Income	70,865	339,398	268,532		Higher than expected interest rates
TOTAL REVENUE	1,250,785	3,747,771	2,496,985		
HEALTH CARE COSTS					
	0	0	0		Health Benefit Capitation Starts 1/1
ADMINISTRATIVE EXPENSE					
Wages and Salaries	1,434,446	1,526,044	91,598		Hiring took longer than expected for many positions
Benefits	282,626	123,788	(158,839)		
Total Labor Costs	1,717,072	1,649,831	(67,241)		
Benefits % of Salaries	20%	8%			Our sister plans run around 35%
Contract Service/Marketing	1,589	51,729	50,141		Reclass consult ot Aten Rd FA
Consulting, Audit, Legal, other Prof	1,170,000	1,376,679	206,679		Pulled back on HMA spending
Office Expense	168,689	147,755	(20,933)		Added spare office to State St
Total Administrative Expense	1,340,277	1,376,164	35,887		
Non-Operating	200,000	200,000	0		Pioneer EMT Base Station
Excess Revenues from Operations	(1,972,955)	483,039	2,455,994		Profit Share and Hiring Schedule

**Community Health Plan of Imperial Valley
Cash Reconciliation - November 2023**

First Foundation Bank - Account #2698

Bank Balance - November 2023	\$	38,191.87	
Add: Deposits in Transit		0.00	
Less: Outstanding Transactions		0.00	
CHPIV Balance - November 2023	\$	<u>38,191.87</u>	[A]

Chase Bank - Account #3723

Bank Balance - November 2023	\$	200,000.00	
Add: Deposits in Transit		0.00	
Less: Outstanding Transactions		0.00	
CHPIV Balance - November 2023	\$	<u>200,000.00</u>	[A]

Imperial County Auditor-Controller's Office

County's Balance - November 2023	\$	287,432.84	
Add: Deposits in Transit		0.00	
Less: Outstanding Transactions 11/29 Outgoing Wire		-100,000.00	
CHPIV Balance - November 2023	\$	<u>187,432.84</u>	[A]

First Foundation Bank - Account #4602

Bank Balance - November 2023	\$	300,000.00	
Add: Deposits in Transit		0.00	
Less: Outstanding Transactions		0.00	
CHPIV Balance - November 2023	\$	<u>300,000.00</u>	[A]

Chase Bank - Investment Account #3723

Bank Balance - November 2023	\$	10,578,914.31	
Add: Deposits in Transit		0.00	
Less: Outstanding Transactions		0.00	
CHPIV Balance - November 2023	\$	<u>10,578,914.31</u>	[A]

Total Cash Reconciliation

Total Cash Per Reconciliation	\$	11,304,539.02	Σ[A]
Total Cash Per QuickBooks		<u>11,304,539.02</u>	
Difference		0.00	


Preparer: Tony Godinez, Jr. - Senior Accounting Manager


Approver: Mark Southworth - Chief Financial Officer

**Community Health Plan of Imperial Valley
November 2023 Transactions**

Date	Name / Description	Full name	Amount
FFB Payroll			
11/02/2023	ACH Payment - PAYCE, INC. TAX COL	FFB Payroll	-\$ 29,429.64
11/02/2023	ACH Payment - IMPERIAL COUNTY PAYROLL	FFB Payroll	-\$ 56,320.10
11/02/2023	ACH Payment - BLUE SHIELD CA BlueShield	FFB Payroll	-\$ 13,621.98
11/07/2023	ACH Payment - DELUXE PEOPLE PL DELUXE	FFB Payroll	-\$ 340.11
11/30/2023	11/15 Transfer from County of Imperial	FFB Payroll	\$ 100,000.00
11/30/2023	11/29 Transfer from County of Imperial	FFB Payroll	\$ 100,000.00
11/30/2023	11/10 FFB Credit Card Payment	FFB Payroll	-\$ 17,835.91
11/30/2023	11/16 Payce, Inc.	FFB Payroll	-\$ 28,568.88
11/30/2023	11/16 Imperial County Payroll	FFB Payroll	-\$ 57,716.29
11/30/2023	11/30 Payce, Inc.	FFB Payroll	-\$ 27,995.36
11/30/2023	11/30 Imperial County Payroll	FFB Payroll	-\$ 60,292.99
11/30/2023	11/15 Wire Fee	FFB Payroll	-\$ 10.00
11/30/2023	11/29 Wire Fee	FFB Payroll	-\$ 10.00
Total for FFB Payroll			-\$ 92,141.26

Imperial County LHA Funds			
11/30/2023	Imperial County Medical Society - Sponsorship	Imperial County LHA Funds	-\$ 5,000.00
11/30/2023	City of Imperial - Utilities	Imperial County LHA Funds	-\$ 113.53
11/30/2023	VDC Arellano - Office Rent	Imperial County LHA Funds	-\$ 3,716.68
11/30/2023	FFB Credit Card	Imperial County LHA Funds	-\$ 10,978.83
11/30/2023	The Holt Group - Invoice 23-09-007	Imperial County LHA Funds	-\$ 5,700.00
11/30/2023	Rodriguez Office Cleaning	Imperial County LHA Funds	-\$ 315.00
11/30/2023	Grafika Signs - Building Signage	Imperial County LHA Funds	-\$ 3,031.00
11/30/2023	Rick's Roadrunner Lock & Safe	Imperial County LHA Funds	-\$ 265.00
11/30/2023	Alliant Insurance	Imperial County LHA Funds	-\$ 4,279.00

11/30/2023	360 Business Products - Furniture	Imperial County LHA Funds	-\$	9,337.01
11/30/2023	State of California	Imperial County LHA Funds	-\$	730.94
11/30/2023	Law Office of William S. Smerdon	Imperial County LHA Funds	-\$	5,087.00
11/30/2023	Rotary International - Rotary Fees	Imperial County LHA Funds	-\$	160.00
11/30/2023	City of Imperial - Utilities	Imperial County LHA Funds	-\$	161.44
11/30/2023	Nossman LLP	Imperial County LHA Funds	-\$	41,100.45
11/30/2023	Health Managment	Imperial County LHA Funds	-\$	75,014.38
11/30/2023	Local Health PL	Imperial County LHA Funds	-\$	40.99
11/30/2023	Economic Group	Imperial County LHA Funds	-\$	400.00
11/30/2023	LHA Managed Care Fee	Imperial County LHA Funds	\$	133,740.50
11/30/2023	11/15 Transfer to FFB Payroll Acct	Imperial County LHA Funds	-\$	100,000.00
11/30/2023	11/29 Transfer to FFB Payroll Acct	Imperial County LHA Funds	-\$	100,000.00
Total for Imperial County LHA Funds			-\$	231,690.75

Imperial County Local Health Authority

Statement of Financial Position

As of November 30, 2023

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Chase Checking	200,000.00
Chase Money Market	10,578,914.31
FFB Payroll	38,191.87
FFB Restricted	300,000.00
Imperial County LHA Funds	187,432.84
Total Bank Accounts	\$11,304,539.02
Other Current Assets	
Prepaid expenses	33,733.63
Total Other Current Assets	\$33,733.63
Total Current Assets	\$11,338,272.65
Fixed Assets	
Accumulated depreciation	-8,741.04
Buildings	3,077,173.09
Computer Hardware & Office Equipment	10,084.49
Construction In Progress	0.00
Improvements	3,031.00
Total Fixed Assets	\$3,081,547.54
TOTAL ASSETS	\$14,419,820.19
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable (A/P)	245,050.00
Total Accounts Payable	\$245,050.00
Credit Cards	
First Foundation Bank Credit Card	9,436.54
Total Credit Cards	\$9,436.54
Other Current Liabilities	
Payroll wages and tax to pay	243.00
Unearned Revenue	6,000.00
Vacation Accrual	53,242.51
Total Other Current Liabilities	\$59,485.51
Total Current Liabilities	\$313,972.05
Total Liabilities	\$313,972.05

Imperial County Local Health Authority

Statement of Financial Position

As of November 30, 2023

	TOTAL
Equity	
3000 Retained Earnings	13,622,809.25
Opening balance equity	0.00
Net Revenue	483,038.89
Total Equity	\$14,105,848.14
TOTAL LIABILITIES AND EQUITY	\$14,419,820.19

Imperial County Local Health Authority

Statement of Activity

November 2023

	TOTAL
Revenue	
Contributed income	
Government grants & contracts	133,740.50
Total Contributed income	133,740.50
Investment income	43,345.30
Total Revenue	\$177,085.80
GROSS PROFIT	\$177,085.80
Expenditures	
Charitable Contributions	5,000.00
Contract & Professional Fees	75,014.38
Legal fees	46,187.45
Total Contract & Professional Fees	121,201.83
Insurance	
Liability insurance	-30,136.63
Total Insurance	-30,136.63
Labor Costs	
Benefits Expense	
Employee Health Insurance	13,621.98
Total Benefits Expense	13,621.98
Salaries & wages	330,281.06
Total Labor Costs	343,903.04
Occupancy	
Cleaning	315.00
Rent	3,716.68
Utilities	2,149.35
Total Occupancy	6,181.03
Office expenses	7,394.64
Bank fees & service charges	2,367.97
Memberships & subscriptions	160.00
Small tools & equipment	12,673.50
Total Office expenses	22,596.11
State Licensing	730.94
Total Expenditures	\$469,476.32
NET OPERATING REVENUE	\$ -292,390.52
Other Expenditures	
Depreciation	8,741.04
Total Other Expenditures	\$8,741.04
NET OTHER REVENUE	\$ -8,741.04
NET REVENUE	\$ -301,131.56

Imperial County Local Health Authority

Statement of Activity

January - November, 2023

	TOTAL
Revenue	
Contributed income	
Government grants & contracts	3,408,373.12
Total Contributed income	3,408,373.12
Interest Income	233,915.39
Investment income	105,482.34
Total Revenue	\$3,747,770.85
GROSS PROFIT	\$3,747,770.85
Expenditures	
Charitable Contributions	5,000.00
Consulting	569,868.67
Contract & Professional Fees	677,723.11
Investment management fees	1,130.89
Legal fees	127,956.70
Total Contract & Professional Fees	806,810.70
Insurance	23,632.49
Directors & officers insurance	5,754.78
Liability insurance	15,041.89
Total Insurance	44,429.16
Labor Costs	0.00
Benefits Expense	
Employee Health Insurance	84,121.15
Employee Retirement Plan Employer Match	16,735.68
Employer FICA	6,836.67
FICAM	1,422.04
FICAS	3,040.17
FIT	9,609.94
Total Employer FICA	20,908.82
Unemployment	308.66
Workers' compensation insurance	1,713.22
Total Benefits Expense	123,787.53
Salaries & wages	1,526,043.70
Total Labor Costs	1,649,831.23
Meals and Entertainment	278.96
Employee Appreciation	56.24
Total Meals and Entertainment	335.20
Occupancy	
Cleaning	1,370.00
Rent	17,481.00
Utilities	2,297.86
Total Occupancy	21,148.86

Imperial County Local Health Authority

Statement of Activity

January - November, 2023

	TOTAL
Office expenses	82,065.51
Bank fees & service charges	4,767.44
Memberships & subscriptions	1,784.63
Office supplies	58.36
Printing & photocopying	323.20
Shipping & postage	30.84
Small tools & equipment	30,341.92
Software & apps	28,383.37
Total Office expenses	147,755.27
Phone	80.00
Repairs & maintenance	585.07
Rotary	815.00
State Licensing	4,995.24
Travel	1,011.77
Taxis or shared rides	3,324.75
Total Travel	4,336.52
Total Expenditures	\$3,255,990.92
NET OPERATING REVENUE	\$491,779.93
Other Expenditures	
Depreciation	8,741.04
Total Other Expenditures	\$8,741.04
NET OTHER REVENUE	\$ -8,741.04
NET REVENUE	\$483,038.89



Health Services Report

1. Audit/Monitoring Program-KPI Sweep Completed
2. NCQA Accreditation Process Updates
3. DHCS Quality Measures Sanctions
4. Health Services Staffing
5. Physicians Advisory Committee

Provider Advisory Committee

Purpose

An effective health ecosystem depends upon input from Members and Providers. The PAC provides a means of communication between CHPIV and the Provider community.

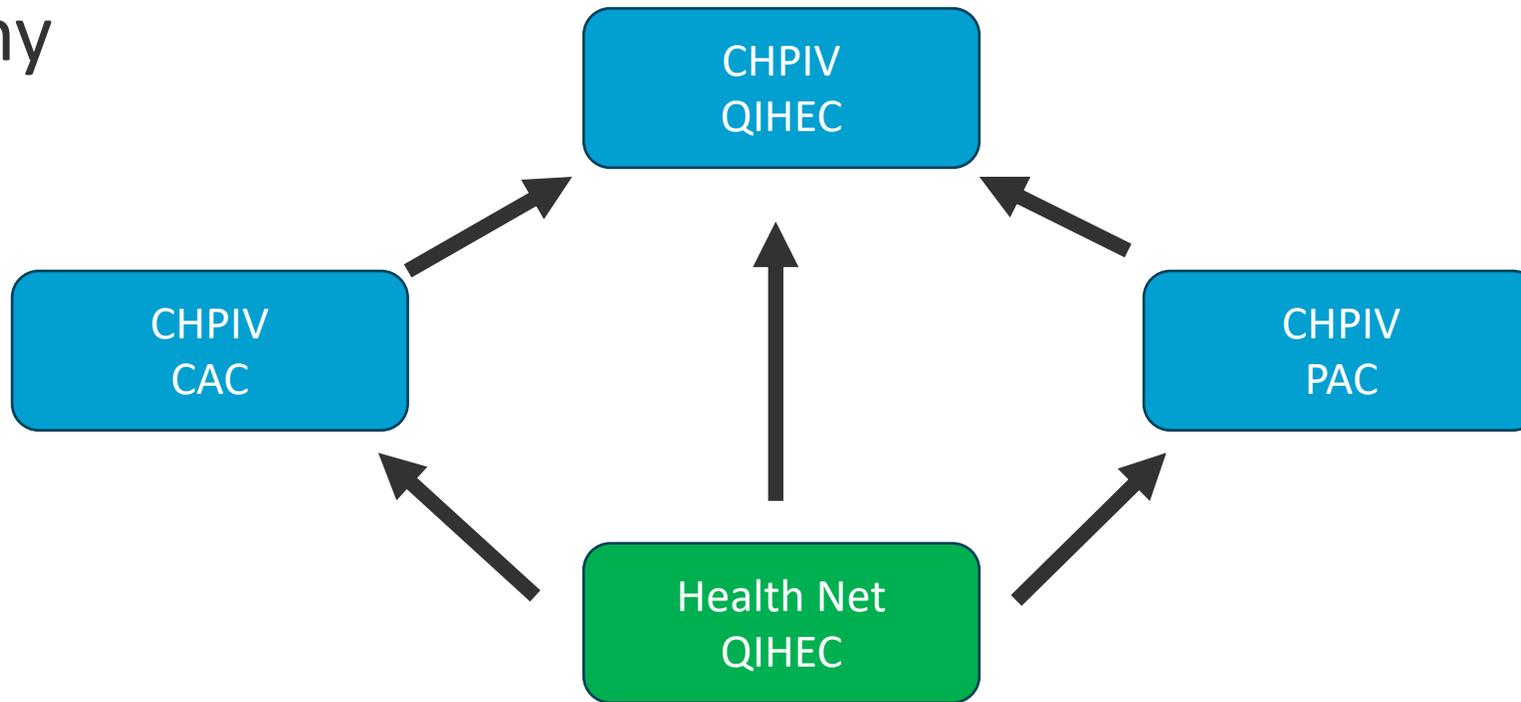
Provider Advisory Committee

Composition

- Physicians
 - PCPs
 - Specialists
- (County) Behavioral Health
- Hospitals
- Community Health Centers
- LTC
- Allied Health
- Pharmacy
- Nursing
- Safety Net Providers

Provider Advisory Committee

Hierarchy



QUESTIONS ???





MOSSADAMS

Community Health Plan of Imperial Valley

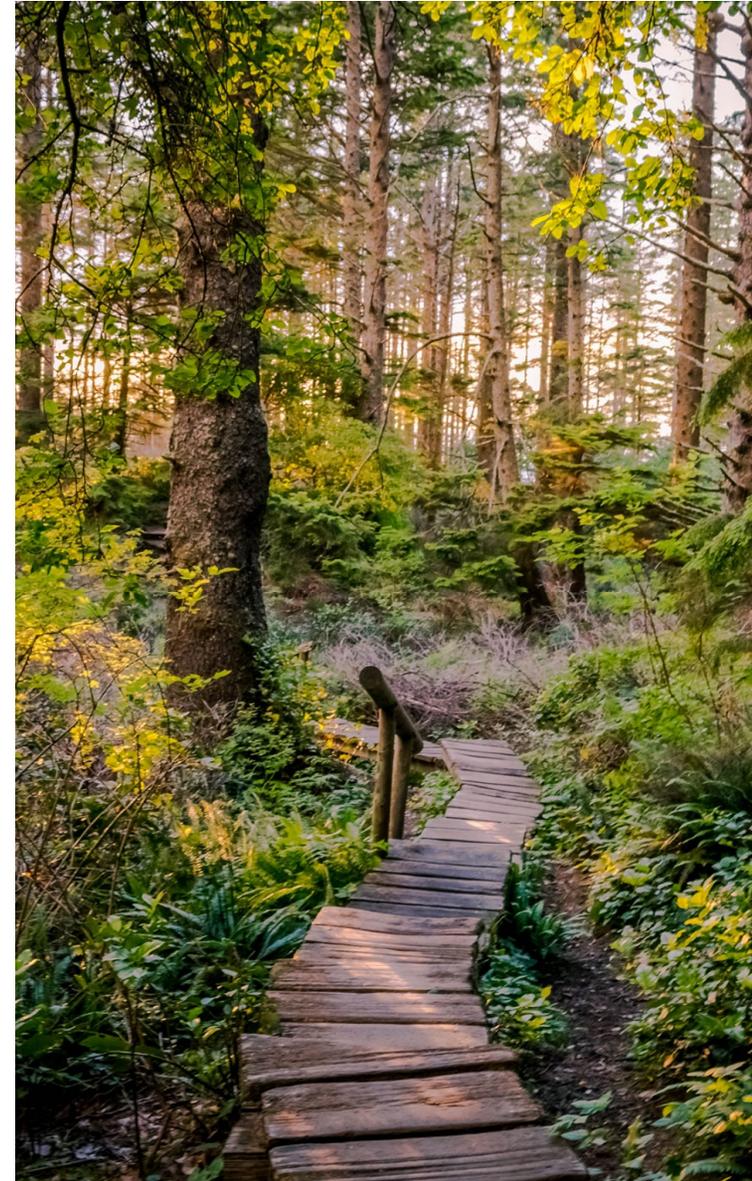
2023 AUDIT PLANNING

Discussion with Management
and the Audit Committee



Agenda

1. Your Service Team
2. Scope of Services
3. Auditor's Responsibilities in a Financial Statement Audit
4. Significant Risks Identified
5. Risks Discussion
6. Consideration of Fraud in a Financial Statement Audit
7. Audit Timeline
8. Audit Deliverables
9. Expectations
10. Documents Containing Audited Financial Statements and Independent Auditor's Report
11. Recent Accounting Developments
12. Executive Session



Your Service Team



Stelian Damu
Audit Engagement Partner
[Stelian.Damu@
mossadams.com](mailto:Stelian.Damu@mossadams.com)
(310) 295-3380



Kyle Rogers
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(858) 627-1449



Rianne Suico
Concurring Reviewer
[Rianne.Suico@
mossadams.com](mailto:Rianne.Suico@mossadams.com)
(415) 677-8202

Other team members:

Nick Scott, *Assurance Senior*

Marilena Vassalli, *Assurance Staff*



Scope of Services

Relationships between Moss Adams and Community Health Plan of Imperial Valley:

Annual Audit



- Annual financial statement audit of Community Health Plan of Imperial Valley for the year ended December 31, 2023

Non-Attest Services



- Assist in drafting the financial statements and related footnotes as of and for the year ended December 31, 2023.



Auditor's Responsibilities in a Financial Statement Audit

- Auditor is responsible for:
 - Forming and expressing an opinion on whether the financial statements are prepared, in all material respects, in conformity with U.S. generally accepted accounting principles;
 - Performing an audit in accordance with generally accepted auditing standards issued by the American Institute of Certified Public Accountants;
 - Communicating significant matters, as defined by professional standards, arising during the audit that are relevant to you; and
 - When applicable, communicating particular matters required by law or regulation, by agreement with you, or by other requirements applicable to the engagement.
- The audit of the financial statements does not relieve management or you of your responsibilities.
- The auditor is not responsible for designing procedures for the purpose of identifying other matters to communicate to you.



Significant Risks Identified

During the planning of the audit, we have identified the following significant risks:

Significant Risks	Procedures
Management Override of Controls	During journal entry testing, we will test the workflow of the users entering and posting journal entries to verify that manual adjustments are reviewed and approved. Additionally, we will perform required fraud inquiries with various levels of management and those charged with governance (TCWG).
Entity-Level Risks	Accounting for initial start up funding and costs. Establishing accounting policies and internal controls to prepare for full operations launch in 2024.





Risks Discussion

1. What are your views regarding:

- Community Health Plan of Imperial Valley's objectives, strategies, and business risks that may result in material misstatements
- Significant communications between the entity and regulators
- Attitudes, awareness, and actions concerning:
 - Community Health Plan of Imperial Valley's internal control and importance
 - How those charged with governance oversee the effectiveness of internal control
 - Detection or the possibility of fraud
 - Other matters relevant to the audit

2. Do you have any areas of concern?



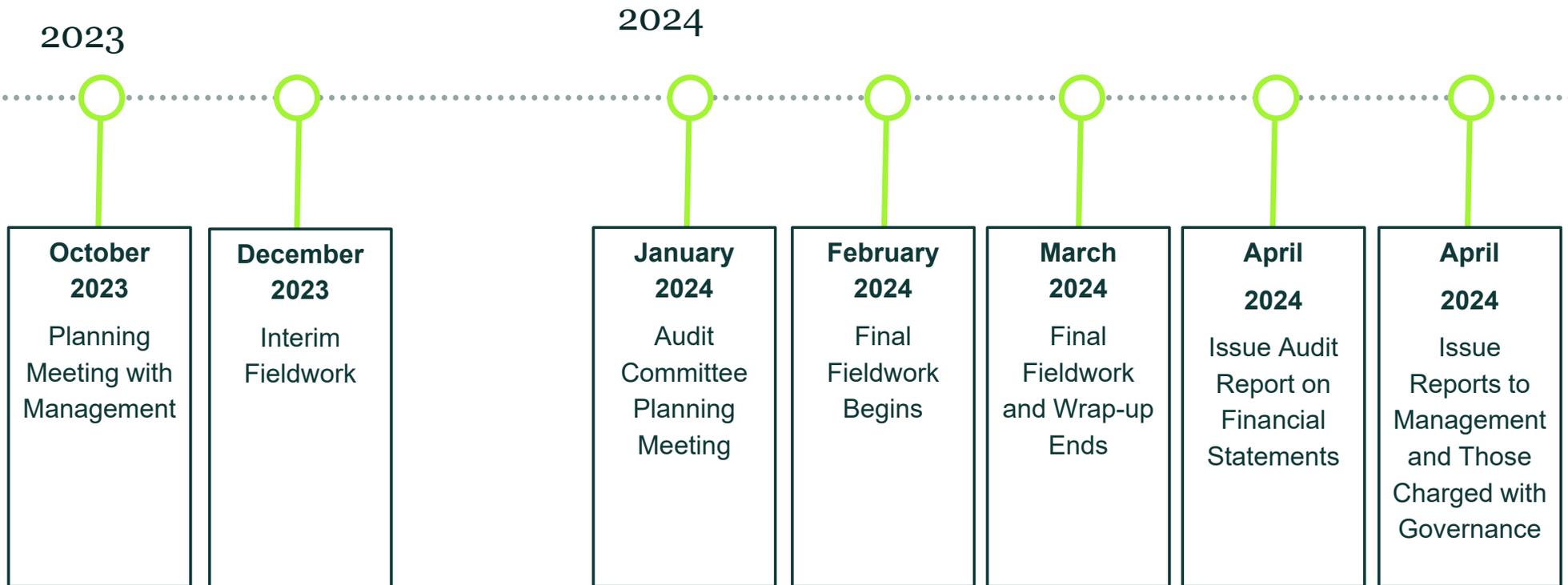
Consideration of Fraud in a Financial Statement Audit

Auditor's responsibility: Obtain reasonable assurance the financial statements as a whole are free from material misstatement – whether caused by fraud or error

	Procedures to address the risk of fraud	Engagement team discussion
	Identify the risks of material misstatement due to fraud	<ul style="list-style-type: none">• Perform procedures to address identified risks• Inherent limitation of an audit
	Unavoidable risk exists that some material misstatements may not be detected	



Audit Timeline



Audit Deliverables



Report of Independent Auditors

(on financial statements for Community Health Plan of Imperial Valley for the year ended December 31, 2023)



Report to Management

(communicating internal control related matters identified in an audit)



Report to Those Charged With Governance

(communicating required matters and other matters of interest)



Expectations

CHPIV will:



- Have no adjusting journal entries after beginning of fieldwork.
- Close books and records before beginning of fieldwork.
- Provide auditor requested information in Client Audit Preparation schedule one week prior to the beginning of fieldwork.

Moss Adams will:



- Communicate proposed adjustments with management when identified.
- Communicate control deficiencies with management when identified.
- Discuss any additional fees over estimate in engagement letter with management.



Documents Containing Audited Financial Statements and Independent Auditor's Report



Our responsibility under generally accepted auditing standards



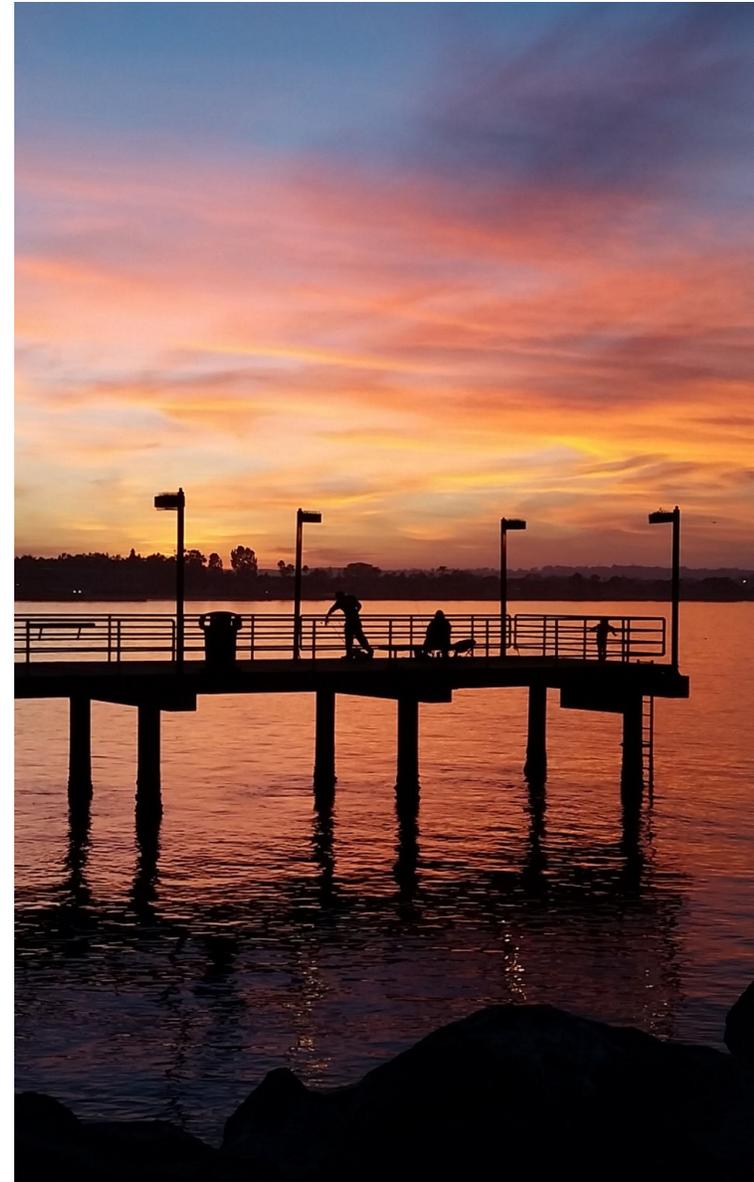
Request for advance notification when you intend to include audited financial statements and the independent auditor's report in a document



Arrangements to obtain the other information prior to report issuance



Recent Accounting Developments



Accounting Standards Update – FASB

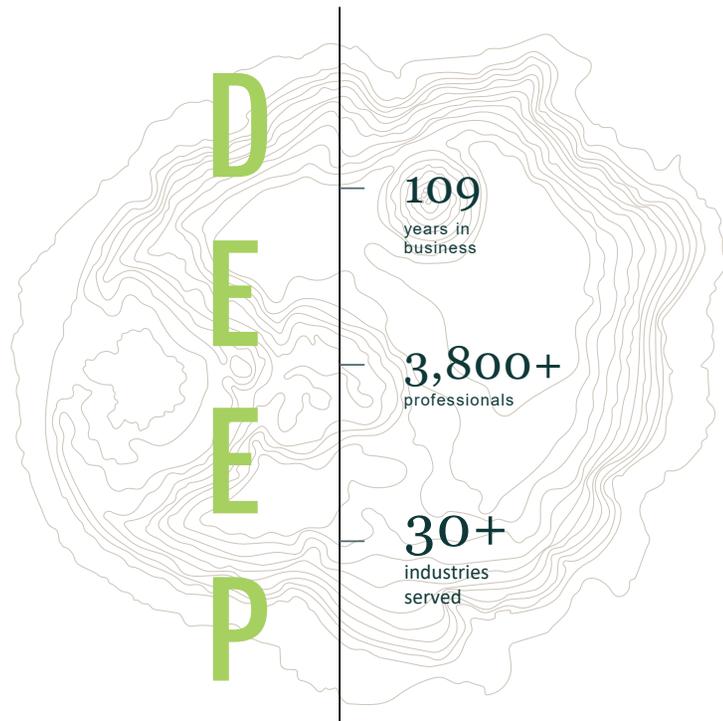
ASU	Title	Effective
2016-13	Financial Accounting Standards Board (FASB) Accounting Standards Codification Topic 326, Financial Instruments – Credit Losses.	For private companies, CECL has an effective date for fiscal years beginning after December 15, 2022, including interim periods within those fiscal years. Therefore, the effective date for calendar year private companies is January 1, 2023, unless early adopted.



About Moss Adams

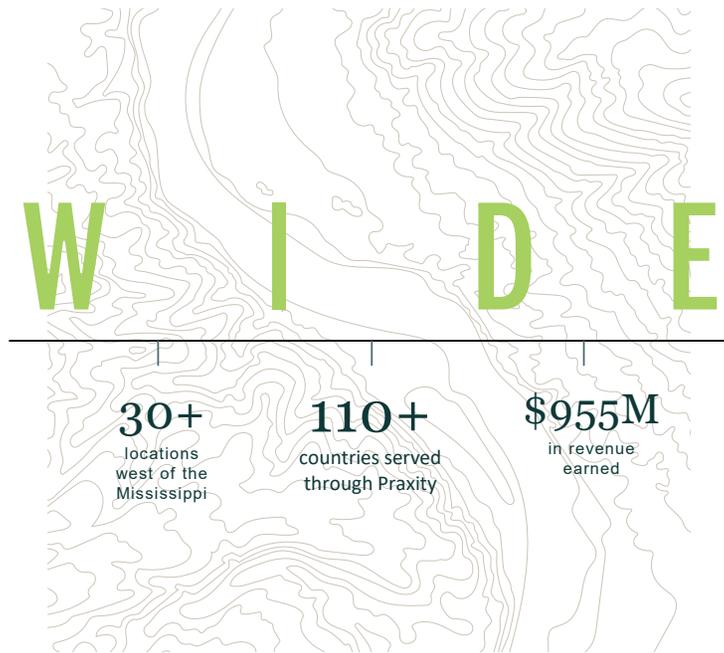


Our Expertise



*Crater Lake—
A monument to perseverance, North America's
deepest lake filled to 1,949 feet over 720 years.*

Our Reach



*Grand Canyon—
At 277 miles long and up to 18 miles
wide, this icon serves as a testament
to determination and time.*

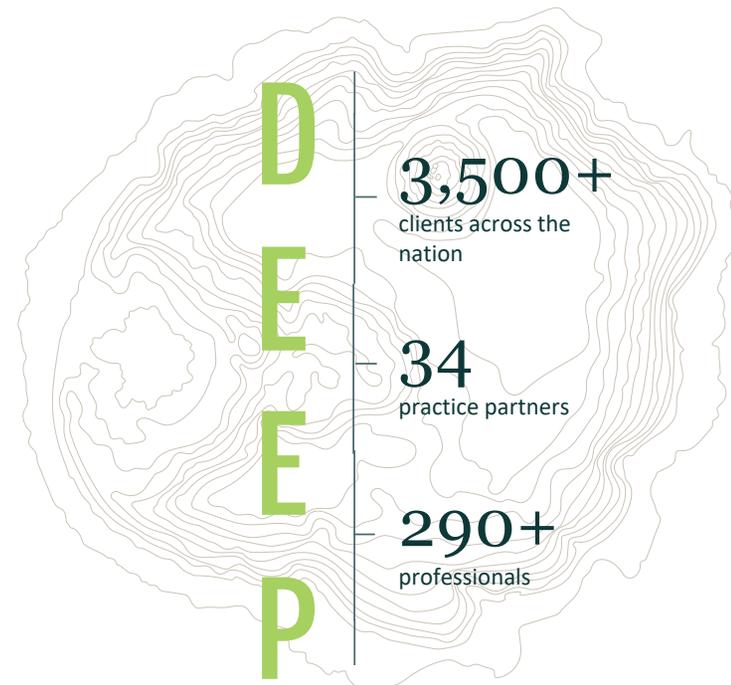


Health Care Industry Experience

Our health care professionals dedicate their careers to serving the industry.

We cover the full spectrum of health care including:

- Hospitals and health systems
- Independent practice associations
- Medical groups
- Community health centers
- Behavioral health organizations
- Long-term care
- Surgery centers
- Knox-Keene licensed health plans
- Health care ancillary services



*Crater Lake—
A monument to perseverance, North
America's deepest lake filled to 1,949 feet over
720 years.*



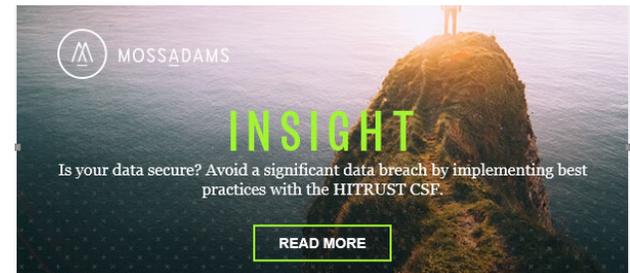
Insights and Resources

In today's fast-paced world, we know how precious your time is. We also know that knowledge is key. These resources offer what you need to know, when you need to know it, and are presented in the format that fits your life.

We'll keep you informed to help you stay abreast of critical industry issues.

Moss Adams closely monitors regulatory agencies, participates in industry and technical forums, and writes about a wide range of relevant accounting, tax, and business issues to keep you informed.

We also offer CPE webinars and events, which are archived and available on demand, allowing you to watch them on your schedule.



Connect With Us



LinkedIn: www.linkedin.com/company/moss-adams-llp



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RSS feeds: www.mossadams.com/RSS



YouTube: <http://www.youtube.com/mossadamsllp>



Executive Session





**THANK
YOU**



Compliance Agenda Items January 2024

1. Compliance Presentation

- Compliance Training Report
- Knox Keene application update
- Go-Live Monitoring Activities
 - a. DHCS Transition Policy Guide Reports
 - b. Health Net Command Center

Compliance Update

December 6, 2023



**Community
Health Plan**

OF IMPERIAL VALLEY

Agenda

1. Compliance Training
2. Knox Keene Application
3. Go-Live Monitoring Activities
 1. DHCS Reporting
 2. Health Net Command Center



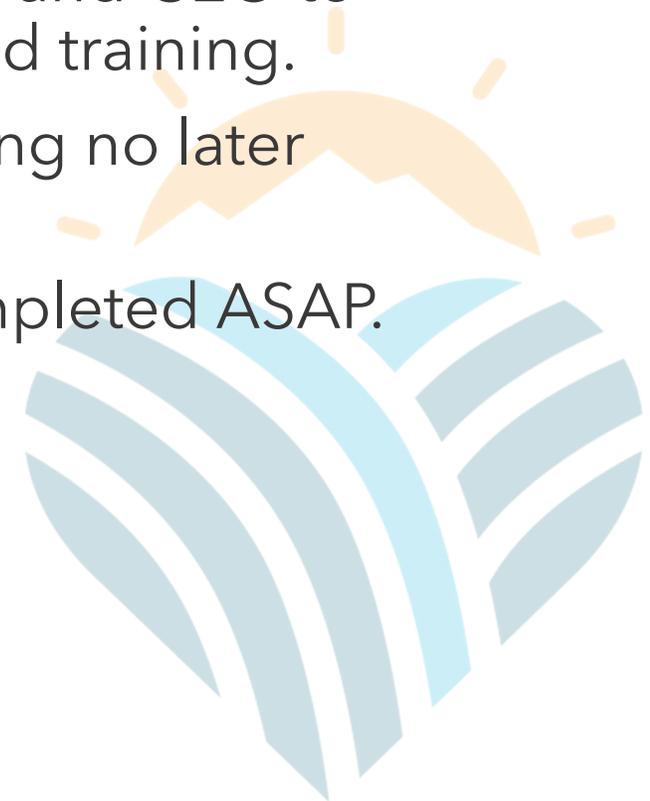
Compliance Training



Compliance Training Report

Assigned to	Date Assigned	Due Date	Total Assigned	# Incomplete	# Complete
Commissioners	11/13/2023	12/10/2023	12	4	8
Employees	11/17/2023	12/15/2023	15	0	15

- Compliance continues to work with the Commission Clerk and CEO to follow up with the Commissioners who have not completed training.
- The goal was to ensure all Commissioners complete training no later than 12/31/2023.
- Discuss with Commissioners how to ensure training is completed ASAP.



Knox Keene Application



Knox Keene Application

Overall Status of Knox Keene License: **Approval**

- On 12/15/23, CHPIV received approval of the license application and Knox Keene License
- Changes to operations, systems or documents must be filed with DMHC
- License is issued subject to and conditioned upon Plan's full compliance with Undertakings related to general, finance and network



Go-Live Monitoring Activities



DHCS Transition Policy Guide Reports

[Link to DHCS Transition Policy Guide](#)

CHPIV is required to submit 52 data elements to DHCS on a bi-weekly basis. Data elements allow DHCS and CHPIV to monitor Health Net transition activities through the following:

PCP Retention

- Number of Transitioning Members Retaining PCP

CoC For Providers - All Members

- Number of Requests from members, providers, or representatives
- Status of CoC Requests (approved, denied, pending, and cancelled)
- Reason for CoC Denials
- Timeliness of CoC Requests

CoC for Providers - Special Populations

- Number of Requests for Special Populations
- Status of CoC Requests (approved, denied, pending, and cancelled)

CoC for Services - All Members

- Number of CoC Requests for Services
- Status of CoC Requests (approved, denied, pending, and cancelled)

CoC Coordination and Management Information

- Number of CoC Cases Managed
- Management and Coordination Efforts

CoC for Enhanced Care Management (ECM) Covered Services and Providers

- Number of ECM CoC Requests
- Status of CoC Requests (approved, denied, pending, and cancelled).

CoC for Community Supports Covered Services and Providers

- Number of Community Supports CoC Requests
- Status of CoC Requests (approved, denied, pending, and cancelled)

Member Issues via Call Center

- Total Call Volume and Transition-Related Calls:
- Counts grievances and appeals filed by transitioning members

Health Net Command Center

Command Center Overview

- Comprehensive approach for managing and resolving technical and operational issues
- Establishes a central hub for effective incident management, communication, and performance monitoring, aiming for quick service restoration and maintaining service quality and availability.

Structure and Functions

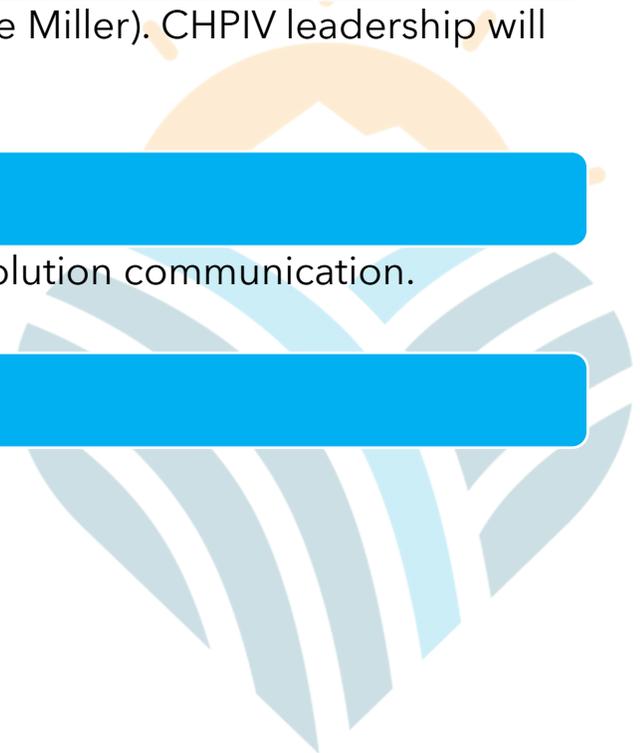
- Daily sessions (15-30 minutes) led by key personnel (Kathleen Lang, Piper Berge, and Denise Miller). CHPIV leadership will participate.
- Incident logging and follow-up communication with HN Workgroups

Responsibilities

- Detailed responsibilities for managing issues, including documentation, escalation, and resolution communication.
- Dr. Arakawa is the main CHPIV point of contact

Performance Monitoring Reports

- Escalated appeals and grievances (as they occur)
- Member and provider calls (daily)
- Enrollment numbers (weekly)
- Timely delivery of member ID cards (weekly)



Questions





Human Resources & Community Relations

1. Payroll Changes: from Deluxe – Paychex
 - Deluxe is going out of business and suggested we transfer over to Paychex. Attached you will find the contract they provided as they are offering the same costs we had with Deluxe.
2. Website Updates: <https://chpiv.org/>

Billing Details



Here's a summary of the charges for each renewal period.

Description	Amount
Time Tracking + Advanced Time Off \$5.00 × 15 employees	\$75.00
Deluxe Payroll + Enhanced HR \$14.00 × 15 employees	\$210.00
HR Support Center	\$0.00
Base Fee	\$45.00
Amount Due	\$330.00*

* Any available credits will be automatically applied to the renewal invoice.

Close

Michelle Stephanie Ortiz-Trujillo

Senior Director of Human Resources & Community Relations

512 W Aten Rd

Imperial CA 92251

Office: 760-332-6447

Fax: 760-563-5187

mortiz@chpiv.org

[Community Health Plan of Imperial Valley \(chpiv.org\)](http://CommunityHealthPlanofImperialValley(chpiv.org))

Reporting Agent Authorization

OMB No. 1545-1058

(In accordance with IRS Form 8655)

Taxpayer

1. Employer identification number (EIN) 87-3121369	2. Other identification number (State ID) 	3. If you are a seasonal employer, check here <input type="checkbox"/>
4. Name of taxpayer (as distinguished from trade name) IMPERIAL COUNTY LOCAL HEALTH AUTHORITY	5. Trade name, if any (DBA) 	
6. Address (number, street, and room or suite no.) 1224 W State ST STE B	City or town El Centro	State CA
		ZIP code 92243
7. Contact person Michelle Ortiz-Trujillo	8. Telephone number (442)456-2479	9. Fax number

Reporting Agent

10. Name: PAYCHEX INC	11. Employer identification number (EIN): 16-1124166	12. Telephone number: 585-336-7600
13. Address: 911 PANORAMA TRAIL SOUTH	City or town: ROCHESTER	State: NY
		ZIP code: 14625-0397

Authorization of Reporting Agent To Sign and File Returns (Caution: See Authorization Agreement)

14. Indicate the tax return(s) to be signed and filed. For quarterly returns, use "YYYY/MM" format. "MM" is the last month of the quarter for which the authorization begins (for example, "2018/09" for third quarter of 2018). For annual returns, use "YYYY" format to indicate the year for which the authorization begins.

940 / 2023 / 12 943 944

Authorization of Reporting Agent To Make Deposits and Payments (Caution: See Authorization Agreement)

15. Indicate the tax return(s) for which the reporting agent is authorized to make deposits or payments. Use the "YYYY/MM" format to enter the month in which the authorization begins (for example, "2018/08" for August 2018).

940 / 941 2023 / 11 943 / 944

Duplicate Notices to Reporting Agents

16. Check here to request the IRS to issue to the reporting agent duplicate copies of notices and correspondence regarding returns filed and deposits or payments made by the reporting agent

Disclosure Authorization for Forms Series W-2 or Form 1099

17a. The reporting agent is authorized to receive otherwise confidential taxpayer information from the IRS to assist in responding to certain IRS

notices relating to the Form W-2 series information returns. This authority is effective for calendar year forms beginning 2023

b. The reporting agent is authorized to receive otherwise confidential taxpayer information from the IRS to assist in responding to certain IRS

notices relating to the Form 1099 series information returns. This authority is effective for calendar year forms beginning 2023

State or Local Authorization (Caution: See Authorization Agreement)

18. Check here to authorize the reporting agent to sign and file state or local returns related to the authorization granted on line 14 and/or 15

Authorization Agreement

I understand that this agreement does not relieve me, as the taxpayer, of the responsibility to ensure that all tax returns are filed and that all deposits and payments are made and that I may enroll in the Electronic Federal Tax Payment System (EFTPS) to view deposits and payments made on my behalf. If line 14 is completed, the reporting agent named above is authorized to sign and file the return indicated, beginning with the quarter or year indicated. If any starting dates on line 15 are completed, the reporting agent named above is authorized to make deposits and payments beginning with the period indicated. Any authorization granted remains in effect until it is terminated or revoked by the taxpayer or reporting agent. I am authorizing the IRS to disclose otherwise confidential tax information to the reporting agent relating to the authority granted on line 14 and/or line 15, including disclosures required to process Form 8655. Disclosure authority is effective upon signature of taxpayer and IRS receipt of Form 8655. The authority granted on Form 8655 will not revoke any Power of Attorney (Form 2848) or Tax Information Authorization (Form 8821) in effect.

I certify I have the authority to execute this form and authorize disclosure of otherwise confidential information on behalf of the taxpayer.

Signature 	Title Non-Profit	Date
Company name IMPERIAL COUNTY LOCAL HEALTH AUTHORITY	Office-Client number 0027-	

For Privacy Act and Paperwork Reduction Act Notice, see next page.
TIA

TP0107 12/18, Form 8655 Rev. 10/18

Reviewed Government Issued ID

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

Parent/Single ID Company Name: IMPERIAL COUNTY LOCAL HEALTH AUTHORITY

Parent/Single ID Fed ID: 87-3121369

Parent/Single ID Client Number: _____

2. Service Selection

- | | |
|---|--|
| 1 Readychex <input type="checkbox"/> | 1 General Ledger Report <input type="checkbox"/> |
| -OR- | -OR- |
| Check Signing <input checked="" type="checkbox"/> | General Ledger Service <input checked="" type="checkbox"/> |
| -OR- | -OR- |
| Decline Both Services <input type="checkbox"/> | Decline Both Services <input type="checkbox"/> |
| 1 Workers Compensation Report Service <input checked="" type="checkbox"/> | |
| -OR- | |
| Workers Compensation Payment Service <input type="checkbox"/> | |
| -OR- | |
| Decline Both Services <input type="checkbox"/> | |

In Process

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

If Client has multiple-IDs that are being onboarded:

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

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

Child Company Name: _____
Child ID Fed ID: _____

Child Company Name: _____
Child ID Fed ID: _____

Child Company Name: _____
Child ID Fed ID: _____

Child Company Name: _____
Child ID Fed ID: _____

Child Company Name: _____
Child ID Fed ID: _____

Child Company Name: _____
Child ID Fed ID: _____

Child Company Name: _____
Child ID Fed ID: _____

Child Company Name: _____
Child ID Fed ID: _____

Child Company Name: _____
Child ID Fed ID: _____

Child Company Name: _____
Child ID Fed ID: _____

Paychex Service Agreement

Company Name IMPERIAL COUNTY LOCAL HEALTH AUTHORITY

Federal ID Number 87-3121369

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 or made available by Paychex or provided to Paychex as required by applicable Laws.
- Client understands that this Agreement may be considered an application for credit. Client authorizes Paychex to investigate and verify the identity, bank account and/or credit of Client and/or its principals, including bank account status and history, prior to providing any Services under this Agreement (collectively "Client Verification"). Paychex may also perform Client Verification pursuant to applicable federal and/or state requirements. Client acknowledges that Paychex may engage third parties to perform Client Verification and authorizes Paychex to share with third parties Client data, including Client Confidential Information, to perform Client Verification. Client further agrees that Paychex is not liable for the actions or inactions of such third parties, including but not limited to any unauthorized use or disclosure of Client data by third parties.

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 has read and agrees to the terms and conditions set forth in this Agreement, including, without limitation the provisions addressing governing law and arbitration. 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.

Authorized Officer/Representative Name Michelle Ortiz-Trujillo

Title Non-Profit

Print

Authorized Officer/Representative Signature _____

Date _____

Part A – Paychex Service Agreement

Services Selected

Paychex Flex Enterprise 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
Included Services:	Included Services:	Included Services:
<ul style="list-style-type: none"> • Paychex Employee Screening Essentials • Form I-9 Service • Tax Credit Service* • Paychex Flex® HR Administration • Employee Handbook Builder Service • Employee Access Online (EAO) • Paychex Learning Essentials • HR Library • Labor Posters • Financial Wellness Service***** • Employment and Income Verification Service** • Affordable Benefits and Discounts powered by Corestream***** 	<ul style="list-style-type: none"> • Payroll Processing • Taxpay® • Direct Deposit • Readychex® -OR- Check Signing • Check Insertion • Check Logo Service • State Unemployment Insurance Service (SUIS) • Garnishment Payment Service • W-2 Service • Workers' Compensation Payment Service* -OR- Workers' Compensation Report Service 	<ul style="list-style-type: none"> • Time Off Accrual Service (TOA) • Paychex Analytics and Reports Center • New Hire Reporting • Paychex Integrations
Optional Services:	Optional Services:	Optional Services:
<ul style="list-style-type: none"> _____ Paychex Flex® Hiring _____ Paychex Employee Screening Services*** _____ Paychex Flex® Onboarding*** _____ Paychex Flex® Onboarding Essentials _____ E-Verify Services _____ Paychex Learning Enhanced*** _____ Paychex Flex® Benefits Administration Essentials _____ COBRA Administration Service _____ Premium Only Plan (POP) _____ Paychex Human Resource Essentials _____ Paychex HR Partner Plus 	<ul style="list-style-type: none"> _____ ExpenseWire® _____ Pay-on-Demand* _____ Paycard* _____ On-site Check Printing 	<ul style="list-style-type: none"> _____ Paychex Flex® Time _____ Paychex Flex® Time-off Management (included with Paychex Flex Time)**** _____ Advanced Custom Interface _____ General Ledger Custom Interface (subject to availability)

* Requires execution of a separate agreement before Paychex will commence Service(s).

** To opt out of this Service, visit payx.me/work-number.

*** Replaces Essentials service, if selected.

**** Replaces TOA Service, if selected.

***** To opt out of Financial Wellness Service, visit payx.me/finfit-wellness. To opt out of Affordable Benefits and Discounts powered by Corestream, visit go.paychex.com/employee-engagement.

Declined Services

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

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

Check here to DECLINE
Tax Credit Service

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, Confidential 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 ("Client Information") including, where necessary, taking all corporate action. If Client chooses to allow Client employee ("Employee") or Client independent contractor ("Independent Contractor") (Employee and Independent Contractor are referred to collectively as "Worker") to review, add or change their personal, payroll and/or tax information through Worker's Online Account and/or chooses to require Workers to electronically sign and submit certain forms or documents when making such changes, such information will be included in Client Information and will be treated as if provided directly by Client. 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 the Services incurred as a result of its failure to timely and/or accurately submit Client Information. Client acknowledges that Paychex may be required to obtain documents or information necessary to perform Client Verification, pursuant to applicable federal and/or state requirements. 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 Confidential Information.** "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 the name, social security number, date of birth, address, financial and/or bank account information, wage information, and/or other personal 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, and authorized agents, third-party partners and vendors, and contractors to (i) perform or offer Services; (ii) offer additional products or services; (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 in compliance with applicable Laws. Paychex shall use Client Confidential Information in accordance with this Agreement and Paychex's Privacy Policy, which may be amended or modified at any time at Paychex's sole discretion.
 - 2.3 The obligations set forth in section 2.2 will not apply to any Client Information or Client Confidential Information (collectively, "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.
 - 2.4 Client grants Paychex authorization to collect, process, transfer, use, and disclose Client Information to perform the Services. As between the Parties, Client owns Client Confidential Information. Client grants Paychex a non-exclusive right and license to use, reproduce, host, reformat, and create derivative works from Client Confidential Information: (i) to provide the Services; (ii) for internal tracking, reliability testing and research purposes; and (iii) in the aggregate and/or anonymized or deidentified for any lawful purpose in Paychex' discretion. The rights granted in the foregoing clauses (ii) and (iii) shall be perpetual and shall survive the termination or expiration of this Agreement so long as Paychex makes no effort to reidentify such data.
 - 2.5 **Client Contacts.** Client shall designate contact(s) who are authorized to submit Information to Paychex and/or take action on behalf of Client ("Authorized Contact(s)"). Authorized Contacts responsibilities may also include, but are not limited to, giving and receiving notices, processing payroll, purchasing products and services, agreeing to terms and conditions, accessing Client Confidential Information and/or handling any other matters related to Client's account. Client is responsible for (i) the accuracy of any Information submitted by Authorized Contacts and/or Client; and (ii) for any action taken by Authorized Contacts and/or Client in relation to the Services, including but not limited to, actions taken through Client's Online Account. Client acknowledges that it is solely responsible for designating all Authorized Contacts, establishing the type of access granted to each Authorized Contact for each Service, and keeping all Authorized 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, invoices, and data provided, made available, or accessible by Client related to Client's account and/or Services, and Client will inform Paychex of any inaccuracies within three (3) business days of receipt or availability. Client acknowledges that Paychex will not be responsible for any damages that may result from Client's failure to timely review reports.

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 pay run, Worker and/or participant fees; 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, on your invoice, fee schedule or the equivalent. For Fees based only on active Workers Client understands and acknowledges that it is solely responsible for designating the status of each Worker, and for keeping the designation current at all times. A Worker designated as active shall remain in active status until Client changes the designation. 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(s) 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 Rules”), which can be viewed at NachaOperatingrulesonline.org. Client (a) authorizes Paychex to send Entries on behalf of Client to receivers and assumes the responsibilities of an originator of EFTs, if applicable; (b) affirms that it obtained valid authorization of Entries from receivers; (c) agrees to follow Nacha Rules, as they are amended from time-to-time; (d) will not originate any EFT that violates any Law; (e) 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 (f) agrees that Paychex or originating banks have the right to audit Client’s compliance with Nacha Rules. 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 Rules or this section. Client further agrees that it will notify Paychex, pursuant to applicable Nacha Rules 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 Rules or if 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 or funds 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.**
- 5.1 **Software Licenses.** Paychex grants Client a non-transferable, non-exclusive, non-sublicensable limited license to install and use certain Paychex software made available to Client as part of select Services during the term of this Agreement. Paychex is and remains the owner of all titles, rights, and interests in the 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.** Paychex grants Client a limited, non-transferable, non-exclusive right to access and use Paychex proprietary hosted software products via a web browser during the term of this Agreement. Paychex is and remains the owner of all titles, rights, and interest in hosted software products. 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, and Paychex does not guarantee the availability or compatibility of any hosted software products. 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.** Client owns no rights, title, or 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 intellectual property 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 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, against Client and/or its Workers, as a direct result of Paychex' breach of the Agreement after all abatements and appeal attempts, if applicable, have been exhausted. 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 or omissions 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; or (iv) Client's breach of Nacha Rules. **Paychex will, under no circumstances, be liable for any special, indirect, incidental, consequential, or punitive damages, including lost profits or loss of data 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 Rules; (iv) Client's breach of any warranty set forth in the Agreement; or violation of applicable Law, 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.**
- 9.1** Client, or any Worker, Authorized Contact, or third party that Client authorizes, may choose and/or be required to access or connect to certain Services online or through any mobile or other electronic devices ("Online Account"). If Client accesses or connects to Services through an Online Account, Client is solely responsible for (i) designating who is authorized to have access to the Online Account ("Authorized User(s)"); (ii) setting and enforcing its own internal policies related to use of Online Account by any Authorized User; (iii) safeguarding all passwords, usernames, logins or other security features used to access the Online Account ("Online Account Access"); (iv) use of Online Account under any usernames, logins or passwords; (v) ensuring that use of the Online Account complies fully with the provisions of this Agreement and all applicable Terms of Use; and (vi) 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 acknowledges that each Authorized User may set their own preferences within their Online Account and may link their account to certain third-party services at their option.
- 9.2** Client is solely responsible for all activity occurring under Client's Online Account, including but not limited to, the manner in which it and its Authorized Users use the Services and for the Client Information provided via the Online Account. Client shall not and shall not permit its Authorized Users to: (i) use its Online Account in any manner that exceeds the scope of rights granted pursuant to the Services provided to Client under this Agreement and within the applicable Terms of Use; (ii) use its Online Account to transmit Client Information in violation of any third-party privacy rights, or (iii) make the Online Account accessible to any third parties other than Authorized Users.

- 9.3 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 any unauthorized use or 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.
- 9.4 Without limiting any other rights of Paychex under this Agreement, Client agrees that should Client or Client's Authorized Users violate any of the provisions within this Agreement or the applicable Terms of Use, Paychex may in its sole and absolute discretion and without notice, immediately suspend or terminate Client's or Authorized User(s)' access to Client's Online Account.
10. **Termination.** Except as otherwise provided, either Party may terminate this Agreement 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. In the case of bankruptcy, the Agreement cannot be assumed by the debtor or trustee without Paychex' prior consent. 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.
11. **Third-Party Services.** Client may select Services that are wholly or partially provided by an authorized third-party vendor of Paychex ("Vendor"), and/or choose to integrate or use other third-party services in connection with the Services (collectively, "Third-Party Services"). Client's use of any Third-Party Services may be limited or governed by additional third-party terms and conditions and/or privacy policies. Client authorizes Paychex to share any Client data, including Information needed for a third-party to provide Third-Party Services. Client is solely responsible for obtaining any necessary consents or authorizations for use of 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 Third-Party Services in connection with the Services. Paychex reserves the right to change a Vendor providing a Service, or to discontinue providing a Service at any time, by providing notice to Client in a manner chosen by Paychex as set forth in section 13.4.
12. **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 controversy, claim, or dispute arising out of, related to, or in connection with, the Agreement or the Services, without regard to the theory of liability asserted, shall be determined only by binding arbitration in Rochester, New York, administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules.** 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.
13. **Miscellaneous.**
- 13.1 **Telephone Consumer Protection Act (TCPA) Consent.** By signing this Agreement, Client authorizes Paychex to contact it and its Workers using an automatic dialing system or prerecorded messages at the telephone number(s) provided, including but not limited to, phone calls and/or text messages regarding promotional offers or marketing 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, Worker, or customary user to receive such calls and/or text messages prior to the telephone number(s) being provided to Paychex. **Any telephone numbers Client provides to Paychex will be deemed to have been provided under this Agreement and with the same consent. Client represents and warrants that it will only provide Paychex with**

the phone numbers of persons who have previously provided the foregoing consent to receive autodialed marketing phone calls and/or text messages. Client is solely responsible for any claims made against Client or Paychex regarding calls and/or text messages sent to phone numbers provided to Paychex by or on behalf of Client. Termination of this Agreement does not constitute withdrawal of this consent. Client understands that it is not required to provide telephone numbers as a condition of making any purchase, and that it may withdraw its authorization at any time. While Client herein authorizes Paychex to send messages using an autodialer, the foregoing shall not be interpreted to suggest or imply that any or all of the mobile messages sent by or on behalf of Paychex are in fact sent using an automatic telephone dialing system (“ATDS” or “autodialer”). Message and data rates may apply to any text messages.

- 13.2 California Consumer Privacy Act.** If Client is subject to the California Consumer Privacy Act of 2018, Cal. Civil Code § 1798.100 et seq., as amended, and related regulations, as may be further amended from time to time (collectively, the “CCPA”), Client instructs Paychex to collect, process, and disclose covered personal information (as defined in CCPA) to provide the Services in accordance with Paychex’ Privacy Policy, this Agreement, and the Paychex Services Agreement Addendum for California Consumer Privacy Act which is located at go.paychex.com/ccpa and incorporated by reference.
- 13.3 Assignability.** The Agreement may not be assigned by Client to any third parties.
- 13.4 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: (i) by email; (ii) through Client’s Online Account; or (iii) by mail.
- 13.5 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.
- 13.6 Force Majeure.** Neither Party shall be responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in its performance under this Agreement (except for payment of Amounts Due) due to causes beyond its reasonable control, including, but not limited to, elements of nature or acts of God, war, pandemics or epidemics, actions or decrees of governmental bodies, acts of terrorism, or acts of cybercriminals (each a “Force Majeure Event”). The Party suffering a Force Majeure Event shall use reasonable efforts to mitigate against the effects of such Force Majeure Event.
- 13.7 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.
- 13.8 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.
- 13.9 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.
- 13.10 Surviving Sections.** The Sections titled Client Information, Confidential 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, Telephone Consumer Protection Act (TCPA) Consent, California Consumer Privacy Act, 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, or opted into, 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. Not all products detailed below are available for all bundles.

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 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.

Affordable Benefits and Discounts powered by Corestream. The Affordable Benefits and Discounts powered by Corestream Service ("Service" or "Corestream") is provided at no additional cost to eligible Clients and provides Workers with direct access to a voluntary insurance and benefits platform ("Platform") provided by Empower Benefits, Inc. d/b/a Corestream, a licensed insurance agency and/or broker ("Vendor"). The Platform provides Workers access to voluntary Worker-paid benefits such as life, home, auto, pet, and critical care insurance ("Insurance and Benefit Products") provided by unaffiliated insurance carriers ("Carriers") and select other products, services, and discounts ("Additional Products") (Insurance and Benefits and Additional Products will collectively be referred to as "Products") provided by unaffiliated third party providers ("Providers"). Vendor will solely determine eligibility of a Worker to access or receive a particular Product. Client authorizes Vendor to offer Workers Products as set forth below.

- a. **Transmittal of Information.** Client authorizes Paychex to transmit Client and Worker Information to Vendor when the Service commences, including, Client ID and state of legal address, and Worker ID, name, address and email address. Client further authorizes Vendor and/or Paychex to directly contact its Workers to provide information and/or marketing regarding the Service, Platform, and Products. If a Worker elects not to be directly contacted by Vendor, Worker must opt out directly with Vendor. Workers must enroll on the Platform to access and purchase Products. There is no cost to the Worker to enroll on the Platform. If a Worker enrolls on the Platform and/or purchases Products, Client authorizes Paychex to transmit additional Information to Vendor, including, but not limited to, Worker date of birth, wage and salary information, pay frequency, user ID, and date(s) of employment, so that Vendor and/or Carrier or Provider may offer, quote, and/or provide Products. Client authorizes Vendor to provide Paychex with Worker Information as necessary for Paychex to provide the Service and to facilitate payroll deductions, if applicable.
- b. **Broker of Record.** Client designates Vendor as the broker of record to present and sell applicable Insurance and Benefits Products to Workers ("Broker of Record"). Vendor is authorized to disclose to Carriers that Client has designated Vendor as Broker of Record in connection with the Insurance and Benefits Products offered on the Platform and manage such Insurance and Benefits Products on behalf of Carriers. Client authorizes Paychex to disclose this Agreement to Carriers or otherwise verify to Carriers that Client has designated Vendor as Broker of Record if requested by Vendor. Client further represents that all such Insurance and Benefits Products are not, and will not be, part of an ERISA or other employee benefits plan. Client authorizes Vendor to select the available Carriers and program rules, including levels of coverage and eligibility offered to Workers. The Broker of Record designation and Vendor authorizations will remain in force until Client opts out of the Service or this Agreement is terminated.
- c. **Additional Products.** Vendor may provide Additional Products that do not require a Broker of Record designation. Client authorizes Vendor to provide its Workers access to select Additional Products offered by Providers as determined by Vendor and manage such Additional Products.
- d. **Commissions and Fees.** Client authorizes Vendor to receive commissions and fees from the Carriers and Providers as compensation for the Products purchased by Workers on the Platform. Client acknowledges that commission and fees earned from insurance policies sold to Workers during the term of the Service will be assigned to Vendor for the life of the insurance policy. Client acknowledges that Vendor may share those commissions and fees with Paychex or its affiliate Paychex Insurance Agency, Inc., a licensed insurance agency, or with eligible third parties. Client acknowledges that without the Broker of Record designation Vendor would not be compensated for the sale of insurance Products. This clause will survive the termination of this Agreement.
- e. **Enrollment and Payment.** Workers may, at their option, elect to enroll on the Platform and in one or more Products by i) completing an enrollment form, ii) accepting the cost of the Product(s), iii) authorizing the method of payment, and iv) agreeing to any applicable Vendor, Carrier, and/or Provider terms and conditions. If a Worker elects to pay for eligible Products through payroll deductions, Client acknowledges that Vendor will provide Paychex the amount to be deducted from the Worker's paycheck as a payroll deduction on Worker's and Client's behalf. Client authorizes Paychex to facilitate the payroll deductions based on Products elected by Workers and the information provided by Vendor and remit payments to Vendor. Client further authorizes and directs Vendor to remit the funds to Carrier or Provider, as applicable. Paychex shall set up any applicable payroll deductions based on the information received from Vendor and shall have no obligation to verify any payroll deductions with Client and/or Worker. It shall be Client's responsibility to review and verify the accuracy of all payroll deductions associated with the Service. Client acknowledges

that Paychex and Vendor will not be responsible for any damages that may result from Client's failure to timely review any payroll deductions.

- f. **Opt-Out of Service.** Client may opt out of the Service by visiting go.paychex.com/employee-engagement at any time. If Client opts out of or terminates, the Service, Client acknowledges that Paychex shall not provide Client's Workers access to the Platform or permit Client's Workers to enroll in any new Products, and Paychex will no longer share Worker Information with Vendor. If any of Client's Workers have enrolled in a Product requiring payroll deductions, Worker may be allowed to retain Products purchased prior to termination of the Service or the Agreement or Client's opt-out, in accordance with the Products' terms of use, and if the Worker establishes an alternative payment arrangement with Vendor, Carrier, and/or Provider. Upon termination of the Service or the Agreement, Client and its Workers will no longer have any access to the Service or the Platform.
- g. **Limit of Liability.** Client acknowledges that Vendor and/or Carriers and Providers are solely liable for the services they provide and that Paychex is not responsible for the acts or omissions of Vendor, Carriers, or Providers, including, without limitation, any acts or omissions related to the security or confidentiality of any Information on Vendor's, Carrier's or Provider's systems, networks, and/or servers. Vendor may limit the availability of the Platform and may change, add, or remove Products included on the Platform at any time and without notice.

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 Readychex.

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. If 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) Client 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's Workers with access to view and edit their personal and payroll related information through their Paychex Flex® account ("EAO"). Client acknowledges that it has full control over the level of access granted to its Workers, and can manage that access through Paychex Flex. 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 check stubs/wage statements. 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. At Client's option, and at no additional cost to Client, Paychex will provide Client's Employees with access to a confidential assistance program through its Vendor, which provides Employees with direct access to counseling referrals, legal consultations, wellness counseling and resources, a prescription discount card, and virtual concierge services ("EAP"). Client authorizes Paychex to transmit to Vendor Information pertaining to Client and Client's Employees, as necessary, for Vendor to perform the EAP Service. Client acknowledges that (i) the EAP Services are performed solely by a 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 Information Vendor receives in order to provide the service, including but not limited to information on Vendor's systems and/or servers or that Vendor receives in order to provide the EAP 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 Employees in connection with the EAP Service. *EAP is not available to Clients on Paychex Flex® Essentials.*

Employee Assistance Program Lite. At Client's option, and at no additional cost to Client, Paychex will provide Client's Employees and their dependents with access to a confidential assistance program through its Vendor which provides Employees with direct access to counseling referrals, wellness counseling and resources, a prescription discount card and virtual concierge services ("EAP Lite"). 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 EAP Lite Service. Client acknowledges that (i) the EAP Lite Services are performed solely by a 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 Information Vendor receives in order to provide the service, including but not limited to information on Vendor's systems and/or servers. 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 Employees in connection with the EAP Lite Service. *EAP Lite is only available to Clients on Paychex Flex® Essentials.*

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, which contains a library of human resource information. 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 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 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, or a joint employer to, 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 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 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 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. Unless Client has opted out of the Verification Service, Client authorizes Paychex to transmit to Vendor 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.

E-Verify Services. Paychex will provide Client with access to a third-party application to assist with identity verification and employment eligibility as required by some federal and/or state laws ("E-Verify Services"). Client is responsible for the accuracy and completeness of the information provided for each Worker and for compliance with all applicable Laws. Client acknowledges that the E-Verify Services (i) are provided by a Vendor of Paychex, (ii) is subject to the Third-Party Services and Online Account provisions, and (iii) is subject to any applicable terms and conditions or terms of use imposed by the Vendor. Client authorizes Paychex to collect any Fees due on behalf of the Vendor, which are set forth on the order form, fee schedule or its equivalent. Client must utilize the Form I-9 Service to use the E-Verify Services.

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 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 eligible Client or Client Workers, Client authorizes Paychex to provide Workers with direct access to the Financial Wellness Service ("Service") provided by the Financial Wellness Vendor. The Service provides Workers tools and education to assist Workers 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. Paychex may receive compensation from Vendor for the Service provided or made available to Workers.

Client authorizes Paychex to transmit Client and Worker Information to Vendor when the Service commences, including, but not limited to, Client's Paychex identification number and, Worker name, home address, and email address to contact Worker regarding the Service. Client authorizes Vendor and/or Paychex to directly contact its Workers to provide information and/or marketing regarding the Service through Worker websites, Online Account, and/or by mail, email or any other additional method selected by Worker, including text message or phone. If a Worker elects not to be directly contacted by Vendor, Worker must opt out directly with the Vendor.

Client further acknowledges that when a Worker creates an account to access the Service and/or uses the Service, Paychex is authorized to transmit additional Information to Vendor, including, but not limited to, Worker employment status, wage information, and date(s) of employment so that Vendor may provide the requested Service. Client may opt out of the Service by visiting payx.me/finfit-wellness. If Client opts out of, or terminates, the Service, Paychex shall not provide Workers access to the Service.

Client acknowledges that Vendor may limit the availability of the Service and require Worker to execute an agreement with Vendor. At their option, Workers 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"). Workers shall apply for a Loan pursuant to the terms of a Loan Agreement between Bank and Worker 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 Worker'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 Workers, 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 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.

Form I-9-Service. Paychex will provide Client with access to a third-party application to assist with completion and storage of Form I-9's and related required documentation for individuals hired for employment in the United States ("Form I-9 Service"). Client is responsible for the accuracy and completeness of the information provided for each Worker, and for compliance with all applicable Laws. Client acknowledges that the Form I-9 Service (i) is provided by a Vendor of Paychex, (ii) is subject to the Third-Party Services and Online Account provisions, and (iii) is subject to any applicable terms and conditions or terms of use imposed by the Vendor. Client authorizes Paychex to collect any Fees due on behalf of the Vendor, which are set forth on the order form, fee schedule or its equivalent. At its option, Client may also use Vendor's remote Form I-9 verification service, for an additional Fee ("Remote Form I-9").

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. 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 Vendor. General Ledger Custom Interface is only available if Client utilizes General Ledger Service.

HR Library. Paychex, through its Vendor, will provide an internet-based library of human resource information, on a subscription basis ("Library" or "Service"). The Library is for Client's internal use only. 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 on the Library, including but not limited to, the accuracy or applicability of any content. Client further acknowledges that i) Client is solely responsible for its use of the Library and for compliance with all applicable Laws; ii) Client may be required to have an active administrator Client Online Account to access the Library; iii) the Service is provided subject to the Client Online Account and Third-Party Services provisions; and (iv) the Service is subject to any applicable terms and conditions or terms of use imposed by the Vendor.

Human Resource Services. Paychex will provide human resource support that includes assistance with the prevention and resolution of human resource issues ("HR Services" or "Service"). 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 provided in conjunction with HR Services. Client acknowledges that some HR Services may be provided by a Vendor of Paychex and is subject to the Third-Party Services provision.

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, and/or its Vendor, will provide one hardcopy state and federal labor poster to Client for each state in which Client pays Workers ("Posters") and one hardcopy update to each Poster as it occurs. Client will be solely responsible for the timeliness of posting all Posters, including any updates thereto. Client agrees and acknowledges it is solely responsible for compliance with all applicable Laws, including but not limited to obtaining and displaying all required Posters and for any additional posters that may be required for i) specific industries; ii) Clients who are federal contractors or pursuant to municipal ordinances; iii) languages other than English; or iv) for other reasons. For Clients who are not on a Paychex payroll processing Service, updates to state and federal Posters are available upon request only.

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.

On-site Check Printing. At Client's option, Client may choose to print payroll checks through Paychex at Client's location ("On-site Check Printing"). Client may use its own check stock or, for an additional Fee, Client may order payroll check stock from Paychex. On-site Check Printing checks must be drawn on Client's own bank account, regardless of whether Client uses Readycheck. Client understands and agrees that it shall exercise due diligence and use reasonable care to protect payroll check stock from theft and any unauthorized use. Client agrees Paychex is not liable for any claims, losses, costs, or damages that Client, Client's Workers and/or any third party may incur as a result of (i) Client's failure to protect payroll check stock from theft or unauthorized use; (ii) any discrepancies between checks printed on-site and the payroll processed by Client; (iii) the Client's inability to print negotiable checks using Client's hardware; (iv) untimely distribution and/or delivery of checks printed on-site; or (v) the loss or misuse of payroll checks. Paychex reserves the right to limit, suspend, or terminate Client's use of On-site Check Printing in its own discretion.

Paycard Service. At Client's option, and at no additional cost to Client, Client may enroll in a paycard program with Paychex' Vendor to provide Client's Workers with the option to sign up for a paycard to receive their pay each pay period ("Paycard"). Client authorizes Paychex to transmit to Vendor Information, as necessary, for Vendor to provide the Paycard Service to Client and Workers. 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 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 Paycard Service. Client will be eligible for the Paycard Service so long as: (i) Client agrees to and complies with any agreement Vendor shall require; and (ii) the agreement with Vendor is not terminated for any reason. Client must have Direct Deposit to receive the Paycard 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. If 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 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 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 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. Client agrees and acknowledges that Hiring Service and its contents are not intended, and should not be construed, as providing legal or financial advice, 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, and that Client is solely responsible for compliance with all applicable Laws. 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 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. Client further acknowledges that (i) some of the Service may be provided by a 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 authorizes Paychex to access Client's HR Administration account to perform administrative functions as necessary to provide the HR Administration Service.

As part of the HR Administration Services, Client may choose to create, modify, upload and store documents in Paychex Flex ("Document Management"). 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 understands and acknowledges that it is responsible for downloading and/or otherwise retaining all Documents, data or information stored in the HR Administration Service, and/or Document Management solution, 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 Service 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 is eligible for the HR Administration Service only while Client remains a Client under the Agreement.

Paychex Flex® Onboarding. Paychex will provide Client with access to an internet-based onboarding service that includes i) the ability to provide and receive information regarding newly hired Workers, ii) provide company and/or Worker specific documents and policies, iii) Form I-9 Service, and iv) E-Verify Services ("Onboarding Service"). Additional Fees may apply for certain Onboarding Services as set forth on the order form, fee schedule or its equivalent. 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. Client agrees and acknowledges that Onboarding Service and its contents are not intended, and should not be construed, as providing legal or financial advice, 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, and that Client is solely responsible for compliance with all applicable Laws. As part of Onboarding Service, Client may use Document Management for creating, modifying, uploading, and storing documents in Paychex Flex, subject to the Document Management terms and conditions. Client acknowledges that some Onboarding Services may be provided by a Vendor of Paychex and authorizes Paychex to collect any Fees due on behalf of the Vendor. 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 access to an internet-based onboarding service that includes i) the ability to provide and receive essential onboarding information regarding newly hired Workers and ii) Form I-9 Service ("Onboarding Essentials Service"). Additional Fees may apply for certain Onboarding Essentials Services as set forth on the order form, fee schedule or its equivalent. 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. 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, 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, and that Client is solely responsible for compliance with all applicable Laws. Client acknowledges that some Onboarding Essentials Services may be provided by a Vendor of Paychex and authorizes Paychex to collect any Fees due on behalf of the Vendor. 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® Time-off Management. Paychex will provide Client and Client's Workers with access to a time off management system to allow Workers to submit requests for time off and Client to approve those requests, as well as to allow Clients to track Worker time off and report accruals ("Service"). Client will determine the approval workflow, including designating authorized contact(s) with approval and/or denial capabilities. Service features may not satisfy requirements for all Workers in all states and/or localities. Paychex Flex® Time or stratustime® are required for tracking based on certain time off allocation methods, including an hours worked accrual method. Client acknowledges that it is solely responsible for the accuracy of all information provided to Paychex and for compliance with any and all applicable Laws, including but not limited to Laws related to Client's time off benefits. The Service is accessed by Client and its Workers through their Paychex Flex account and is subject to the Client Online Account provision. Client agrees to pay Fees as set forth in the order form, fee schedule, or its equivalent. Certain Fees are based on the status of the Worker, and Client acknowledges that it is solely responsible for designating the status of each Worker and for keeping all designations current at all times. Paychex Flex Time-off Management is not available if Client utilizes Time Off Accrual Service. Available with applicable Paychex Time and Attendance Services or as a stand-alone service.

Paychex Human Resource Essentials. Paychex Human Resource Essentials includes Human Resource Services, HR Library, Labor Posters, Safety Service, Employee Assistance Program and Employee Handbook Builder Service. Each of the product and service terms and conditions are listed alphabetically in this Part C.

Paychex HR Partner Plus. Paychex HR Partner Plus includes Human Resource Services with a Human Resource Professional, Employee Handbook Builder Service, Employee Assistance Program, HR Library, Labor Posters and Safety Service. Optional Services that can be selected for additional Fees: Paychex Flex Hiring, Paychex Employee Screening Services, Paychex Flex Onboarding, Paychex Learning Enhanced and Paychex Flex HR Administration + Paychex Learning Enhanced. Each of the product and service terms and conditions are listed alphabetically in this Part C.

Paychex Integrations. Paychex and/or a Vendor of Paychex will provide Client with the ability to connect and share data and/or Information 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 configuration of the integration and 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. Paychex reserves the right, in its own discretion, to approve or deny any integration and/or to limit, suspend, or terminate access to, or use of any integration for any reason without prior notice to Client. Client acknowledges that Paychex Integrations is subject to the Client Online Account, Client Contacts, and Third-Party Services provisions. Additional Fees may apply for certain integrations, created, offered and/or used as part of the Service.

Paychex Learning Enhanced. In addition to the Paychex Learning Essentials Service, Paychex and/or its 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 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 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 Learning Essentials. Paychex and/or its Vendor will provide access to the Paychex Learning System, an internet-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 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 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 Retirement Services. Upon Client’s election, Paychex, or an affiliate, will perform third-party recordkeeping, and/or other administrative services (“Retirement Services”) for one or more Qualified Retirement Plans that the Client sponsors or in which the Client participates, as set forth in a separate agreement governing such Retirement Services. Client must execute the separate agreement for Retirement Services in order to receive such Services. Some Retirement Services may result in additional fees as set forth in the applicable agreement and/or Client Fee Disclosure.

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 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. **Paychex Time and Attendance 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 for the specific Time and Attendance Service Client selects (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.
- 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. **Purchase or Leased Hardware.** Client may elect to 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”). All leases are month-to-month unless otherwise indicated on Client’s order form or fee schedule. 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.

- e. **Maintenance Services.** If Client has leased Hardware, Paychex will provide maintenance services ("Maintenance Services") at no additional fee, if Client has purchased Hardware, Maintenance Services are available for an additional annual Fee ("Maintenance Services Fee"). Maintenance Services Fees 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. If Client does not purchase Maintenance Services or declines to renew Maintenance Services, Client shall be solely responsible for all Time Clock maintenance, including replacement or repair costs. All renewals, regardless of when requested, will be charged the annual Maintenance Services Fee. *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.
- i. **Fees.** Client agrees to pay Fees as set forth in the order form, fee schedule or its equivalent. Certain Fees are based on the status of the Worker, and Client acknowledges that it is solely responsible for designating the status of each Worker and for keeping all designations current at all times.

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 Vendor that allows eligible Workers to gain access to an amount equal 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 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.

Payroll Processing. Paychex will process Client's payroll based solely on Client Information, 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 (i) 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; and (ii) ensuring that any checks or check stubs/wage statements are timely and accurately prepared and delivered. Paychex shall not be required to obtain authorization from Client to act on Client Information. Paychex will prepare payroll tax returns for taxes identified as being paid by Paychex on the Cash Requirements, Tax Payment Report and/or Payroll Cover Letter Report or its 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 or for any tax agencies that are not enrolled in Taxpay or that are not identified on the reports as being paid by

Paychex. **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, data, checks, or check stubs/wage statements in paper form.**

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) prepare 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 or other third party cashes, negotiates, or otherwise presents a Readychex check for payment after it has been voided or 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.

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, or any appeal. Client expressly agrees that the SUI Representation Service will be performed pursuant to, 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 it receives 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 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 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®. On the Funding Deadline, Paychex will (i) process EFT transactions in accordance with the Agreement to pay the payroll taxes that are specifically identified as being paid by Paychex on the Cash Requirements, Tax Payment Report and/or Payroll Cover Letter Report or its

equivalent; (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, after a Client default, and/or for payroll taxes which Paychex did not collect from Client, and/or for additional taxes owed due to a change in tax rate. Paychex has the right, in its sole discretion, to abate and/or appeal any interest or penalties assessed by taxing authorities against Client, and Client agrees to fully cooperate in any abatement or appeals pursued by Paychex. 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 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 benefits. Time Off Accrual Service is not available if Client utilizes Paychex Flex® Time-off Management Service.

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 and 1096, if applicable ("Forms"); (ii) file the Forms with the appropriate federal and state agencies; and (iii) provide electronic access to Forms to Client and/or Client's Workers and/or provide hardcopy Forms. For Clients receiving hardcopy Forms, Paychex reserves the right, at its discretion, to only provide Forms electronically after notice of the change at least fifteen (15) days prior to the deadline for distribution of Forms to Workers. Client acknowledges that it is required to have an Online Account with an active administrator to access and review Forms electronically, and that each Worker must have an active user Online Account to access their own Forms, if applicable. As part of the Service, Paychex allows Workers to consent to receive Forms only electronically through Paychex Flex®. Paychex will not provide hardcopy Forms for any Worker that has consented to receive Forms electronically. Client agrees and acknowledges it is solely responsible for (i) ensuring Workers receive their Forms as required under any applicable Laws, regardless of how they are provided to Client by Paychex; (ii) compliance with all state and/or federal statutes or regulations regarding consent of, and distribution to, each Worker, regardless of how Worker has elected to receive Forms; (iii) reviewing all Forms for accuracy, including providing accurate addresses; and (iv) any delay or inability to access Forms electronically due to not having active Online Accounts. Client authorizes Paychex to directly contact its Workers regarding the W-2 Service through Online Account, and/or by mail, email, or any other method selected by Worker, including text message or phone. W-2 Service Fees, if applicable, include a base Fee, a per Form Fee, and/or handling Fees. If Client is in breach of its obligations for payment of any Amounts Due, Paychex shall not be obligated to provide the W-2 Service, including online access to Forms.

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. 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.

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. Workers' Compensation Report Service is only available to Client's that do not currently receive Workers' Compensation Payment Service.



HR | Payroll | Benefits | Insurance

As a new Paychex Flex® client set to receive online W-2s, we are excited to introduce you to a feature that will save you time. Through Paychex Flex, we assist you in gathering and tracking employee consent to receive online W-2s. While you remain responsible for complying with [IRS electronic furnishing requirements](#), we've created a [consent for electronic access](#) through Paychex Flex to make this process easier.

To take full advantage of this feature, encourage your employees to [register for Paychex Flex today](#). Upon login, they will be given the option to consent to online only W-2s. We will store a record of your employees' consent and provide you with access to a report of employees who have already consented later this year.

For each employee with an active Paychex Flex account who consents to receive their W-2s online-only, you will no longer be required to print and distribute their W-2. You remain responsible for complying with [IRS electronic furnishing requirements](#) and, per the IRS requirements, you'll still need to provide a paper copy to any employee who does not consent. [Learn more](#) about how your employees can consent to online-only W-2s via Paychex Flex.

Thank you for choosing Paychex to be part of your team, and we look forward to serving you in the months and years ahead.

Sincerely,

Your Paychex Team

Links:

Register for Paychex Flex: <http://www.paychexflex.com>

IRS electronic furnishing requirements: <https://www.irs.gov/pub/irs-pdf/p15a.pdf>

Consent for electronic access: <http://payx.me/new-client-electronic-w2-consent>

Learn more: <http://payx.me/new-client-electronic-w2-consent-faq>

Paychex, Inc.

911 Panorama Trail S. | Rochester, NY, 14625

paychex.com

Power of Attorney (POA) Declaration

Log in to [e-Services for Business](#) and submit a POA electronically.
Instructions on page 1.

I. Employer/Taxpayer Information (please type or print)

California Employer Payroll Tax Account Number: (if applicable) 177-0435-4	Federal Employer Identification Number: 87-3121369
Owner/Limited Liability Company/Limited Partnership/Corporation Name: IMPERIAL COUNTY LOCAL HEALTH AUTHORITY	Corporate/Limited Liability Company/Limited Partnership Identification Number:
Business Name/Doing Business As (DBA):	
Business Mailing Address:	City: State: ZIP Code:
Business Phone Number: (442)456-2479	Business Fax Number:
Business Location (if different from above):	City: State: ZIP Code:

II. Representative Designation (please type or print)

I hereby appoint the following person to represent the employer/taxpayer for specified tax matters arising under the California Unemployment Insurance Code.

Representative's Business: Paychex, Inc.			
Representative's Name: Ted Jordan	Phone Number: 585-336-7600	Fax Number:	
Business Mailing Address: 1175 John Street	City: W. Henrietta	State: NY	ZIP Code: 14586

III. Authorized Act(s)

- All Authorization:** To represent the employer/taxpayer and receive mailings for all state tax matters.
- Specific Declaration:** The representative will have limited authority to your state tax matters.
Indicate the specific dates and acts you are authorizing From _____ To _____
- To represent the employer/taxpayer for any and all
 Tax reporting. Benefit reporting. Both matters relating to the reporting period indicated above.
- To represent the employer/taxpayer and receive mailings for any and all
 Tax reporting. Benefit reporting. Both matters relating to the reporting period indicated above.
- Other acts: (describe specifically) _____

IV. Signature Authorizing Power of Attorney

Signature of the employer/taxpayer, owner, officer, receiver, administrator, or trustee for the employer/taxpayer: If you are a corporate officer, partner, guardian, tax matters partner/person, executor, receiver, administrator, or trustee on behalf of the employer/taxpayer, you are certifying that you have the authority to execute this form on behalf of the employer/taxpayer by signing this Power of Attorney Declaration.

If this Power of Attorney Declaration is not signed and dated, it will be returned as invalid.

I certify under penalty of perjury that the above information is true, correct, and complete, and that these actions are not to be taken to receive a more favorable Unemployment Insurance rate. I further certify that I have the authority to sign on behalf of the above business.

_____ Signature Michelle Ortiz-Trujillo Print Name	_____ Non-Profit Title (Owner, Partner, Corp. Officer: Pres., Vice Pres., CEO or CFO) _____ Date
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Written Authorization to Represent Employing Unit (Form C-42)

TWC Internet User ID & Password

Please use the following steps for submitting the Written Authorization form C-42

1. Logon to [Unemployment Tax Services](#).
2. Select the Account Info tab
3. Select Third Party Authorization from the Quick Links menu

Tips for Submitting a Written Authorization

- Review and verify the following information. Use this form to authorize an individual or service company to represent an employer in all matters before the Texas Workforce Commission (TWC).
- Any business or employer that wants to grant an individual or service company the authority to represent them in matters before TWC can use this form.
- The written authorization must be signed by the:
 - Individual, if the Grantor is a sole proprietor
 - Owner or an officer of an organization or a partner of a partnership
 - Fiduciary or trustee for a trust or estate
- Complete the required certification check box below
- Select your Grantor Work Title, as you may not complete the form if you are not an owner, partner, or officer.
- Complete required information fields
- Select Grant Written Authorization button below
- DocuSign process:
 - Review all account and user information (i.e. Employer Name, FEIN, business type, mailing address & phone number) and update via the relevant Quick Links on the Account Info tab before proceeding to complete Form C-42.
 - Review Electronic Record and Signature Disclosure agreement
 - Select Continue button
 - Use DocuSign feature to sign the form
 - Print completed form for your records if desired
 - Select the Finish button upon completion
 - A copy of the completed form will be sent to the email associated with the Grantor's account
 - A copy of the completed form will also be available for reference via the eCorres tab



Multi-Employee Bank Account Information Coversheet

EMPLOYER – REQUIRED INFORMATION

PLEASE PRINT

Company Name IMPERIAL COUNTY LOCAL HEALTH AUTHORITY

Service Location/Client Number 0027 / _____

Federal ID Number 87-3121369 _____

Phone Number (442)456-2479

Attach accurate supporting documentation to enroll multiple employees in Direct Deposit. Approved documentation includes a prior payroll service report or in-house documentation. The documentation should specify:

- account type (checking or savings)
- account number
- routing and transit number (must be 9 digits and the first two digits must be in the range 01-12, 21-32, or 61-72)
- employee name
- percent of allocation for deposit.

Certain accounts may have restrictions on deposits and withdrawals. Paychex is not responsible for determining whether an account is suitable for direct deposit of requested EFT transactions.

All Electronic Funds Transfers (“EFT”) are performed in compliance with the National Automated Clearing House Association operating rules (“NACHA”). Client agrees (i) to follow NACHA, as they are amended from time to time and assumes the responsibilities of an initiator of EFTs; (ii) that it will not initiate any EFT that violates any law; and (iii) that Paychex may identify Client to banks involved in the EFT. 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 employees with non-US addresses.

Note: This form is for employee enrollment prior to Paychex start date.

CONFIRMATION STATEMENT

I confirm that the direct deposit bank account information attached is accurate and may be used by Paychex, Inc. for direct deposit transactions for the employees indicated. I understand it is my responsibility to obtain and maintain any required direct deposit forms from my employees.

Employer Signature _____ **Date** _____

Paychex Flex® Single Sign On Enrollment FormCompany Name IMPERIAL COUNTY LOCAL HEALTH AUTHORITYOffice/Client Number 0027

This form is used to enroll yourself or designee in any online services in Paychex Flex® and is to be completed and signed by an Authorized Officer / Representative of the Company. All fields are **required for access to be granted, unless otherwise indicated.**

First Name: _____ MI: _____

Last Name: _____

Cell Phone: _____

E-Mail Address: _____

Required to receive Verification Text

If information on this form does not match the information within Paychex Flex, no access will be granted and a new form may be needed.

User Access RoleChoose **one** of the following roles.

If no option is selected, the user will be defaulted to the Super Admin role.

<input checked="" type="checkbox"/>	Super Admin	Receives full view and edit access to your Paychex Flex account, including all products the company is subscribed to and all workers' personal information.
<input type="checkbox"/>	Security Admin	Has the ability to create users and manage user and 3rd party connectivity access for your company's Paychex Flex account.

If this is a same FEIN Relationship, please provide the following information to ensure access is granted properly across related entities.

Parent Client ID: Office/ Client Number _____

Are you or the designee an administrator for other businesses with Paychex, that you need access to? **Yes**____ **No**____

If yes, and you or the designee need the same role (Super or Security) in this relationship, please list the accounts to be linked to:

Does the above user need access to multiple accounts?

If the individual identified above should be granted the same user access role for another entity, complete and return the attached Schedule.

Authorized Officer/Representative Name Michelle Ortiz-Trujillo Title Non-Profit
(Print) (Print)

Authorized Officer/Representative Signature _____ Date _____

Certificate Of Completion

Envelope Id: 136F4171E3494C59A930DE8E53992BC3	Status: Delivered
Subject: Complete with DocuSign: IMPERIAL_COUNTY_LOCAL_HEALTH__1224_W_Stat_Payx_Load.pdf	
Source Envelope:	
Document Pages: 28	Signatures: 4
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Tony Tobin
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	911 Panorama Trail
	Rochester, NY 14625
	atobin@paychex.com
	IP Address: 108.24.114.226

Record Tracking

Status: Original	Holder: Tony Tobin	Location: DocuSign
11/3/2023 8:35:51 AM	atobin@paychex.com	

Signer Events

Signature	Timestamp
Michelle Ortiz-Trujillo	Sent: 11/3/2023 8:37:58 AM
mortiz@chpiv.org	Resent: 12/8/2023 9:23:56 AM
Security Level: Email, Account Authentication (None)	Resent: 12/15/2023 1:01:10 PM
	Viewed: 12/28/2023 2:42:09 PM

Electronic Record and Signature Disclosure:

Accepted: 12/15/2023 12:56:41 PM

ID: 42c8493b-cc4b-4f55-9bb4-3e7df1678bad

In Person Signer Events**Editor Delivery Events****Agent Delivery Events****Intermediary Delivery Events****Certified Delivery Events****Carbon Copy Events**

Signature	Timestamp
Sharay Ann Wagner	Sent: 11/17/2023 2:15:26 PM
swagner@paychex.com	
Platform Transfer Coordinator	
Security Level: Email, Account Authentication (None)	

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events**Notary Events****Envelope Summary Events**

Status	Timestamps
Envelope Sent	11/3/2023 8:37:58 AM
Envelope Updated	11/17/2023 2:15:25 PM
Certified Delivered	12/28/2023 2:42:09 PM

Payment Events**Electronic Record and Signature Disclosure**

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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Paychex Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Paychex Inc.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To advise Paychex Inc. of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at privacy@paychex.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Paychex Inc.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to privacy@paychex.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Paychex Inc.

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Paychex Inc. as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Paychex Inc. during the course of your relationship with Paychex Inc..