

# Paychex Productivity Services Agreement

Company Name Florida Hou Finance Corporation

Office-Client Number 0039

Federal ID Number 59-3451366

This Paychex® Productivity Services Agreement ("Agreement") is entered into between Paychex, Inc. and its affiliates ("Paychex"), located in Rochester, New York and the Company identified above ("Client"). The Agreement will continue until terminated in accordance with its provisions.

1. **Services.** Client employs Paychex to provide the services, and any optional services selected by Client below (collectively "Services"). Services are described in the Product Terms and Conditions section of this Agreement. Paychex will not commence any of the Services until Paychex receives all documents necessary to begin each of the Services 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 separate Service Effective Dates. **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.**

**Productivity Services.** Productivity Services includes the Services set forth below as described in the Product Terms and Conditions section of this Agreement.

### Payroll and Tax Services

- Payroll Processing
- Taxpay®
- Direct Deposit
- Readychex® -OR-  Check Signing
- Check Insertion
- Check Logo Service
- State Unemployment Insurance Service (SUIS)
- Garnishment Payment Service
- Time Off Accrual Service (TOA)

- Labor Distribution
  - Job Costing
- ### Reporting Services
- Data Exports
  - Reports On-Demand
  - Report Writer
  - New Hire Reporting
  - Report Center
  - General Ledger Report -OR-  General Ledger

### Human Resource Services

- Labor Posters
  - HR Library
  - Employee Access Online (EAO)
  - Paychex Flex<sup>SM</sup> Time
  - Paychex HR Online
- Benefits Administration (some services (\*) require the execution of a separate agreement)**
- Workers' Compensation Report Service or Workers' Compensation Payment Service<sup>(1)</sup>

(1) In the event that Client selects the 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.

**Declined Productivity Services.** Client declines the Services initialed below. Client is solely responsible for performing the declined Services.

Initial here to DECLINE Paychex Flex<sup>SM</sup> Time  
**Initials**

Initial here to DECLINE HR Online  
**Initials**

**Optional Services.** Initial below to select additional Services. The optional Services are not part of the Productivity Services and Client acknowledges it must pay separately for each selected Service. The optional Services are described in the Product Terms and Conditions section of this Agreement.

Premium Only Plan  
**Initials**

Background Check Service  
**Initials**

Paychex Employee Screening Services  
**Initials**

GL Custom Interface (subject to availability)  
**Initials**

COBRA Administration  
**Initials**

Paychex Time and Labor Online (TLO)  
**Initials**

Onboarding (subject to availability)  
**Initials**

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, and local laws or ordinances.

Client understands that this Agreement (Rev. 9/15) may be considered an application for credit and hereby authorizes Paychex to investigate the credit of the Client and/or its principals, including vendor references, bank account status, and history (collectively "Client's Credit"). Paychex' performance of the Services under this Agreement is subject to approval of Client's Credit.

The individual signing this Agreement represents and acknowledges that he or she has the authority to execute this Agreement on behalf of Client and bind 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 sections 1-24 of this Agreement.

Authorized Officer's Name Stephen P Auger  
Authorized Officer's Signature

Title Executive Director

Date 2/17/16

2. **Client Contacts.** Client will designate authorized contact(s) that will provide Paychex information and directives necessary for Paychex to perform the Services (collectively "Client Information"). Client is responsible for the accuracy of any Client Information provided by authorized contacts and/or Client. Client acknowledges that it is solely responsible for designating all authorized contacts, establishing the level or type of access being granted to each contact, and keeping all contacts and access levels current at all times.
3. **Client Information.** Client will execute and/or provide all documentation that Paychex requires to perform its responsibilities under the Agreement including, where necessary, taking all corporate action. Client acknowledges that Paychex may be required to obtain documents necessary to verify the identity of Client pursuant to applicable federal and/or state statutes or regulations. Client will provide Paychex with all necessary Client Information pertaining to Client's employees at least two (2) banking days prior to a payroll check date. **Client acknowledges that Client is responsible for any delayed remittance of wages, taxes, and garnishments, and additional processing Fees incurred as a result of its failure to provide Client Information at least two (2) banking days prior to a payroll check date. Paychex shall not be required to obtain authorization from Client to act on Client Information.**
4. **Reliance on Client Information.** Paychex will not be responsible for errors that result from Paychex' reliance on Client Information.
5. **Review Reports and Data.** Client will review all reports, documents, and data provided, made available, or accessible by Client on Client's account, and Client will inform Paychex of any inaccuracies within three (3) business days of receipt or availability.
6. **Software**
  - a. **Software Licenses.** Client has received, or may receive, certain computer software relating to Services selected by Client. Paychex grants Client a limited, non-transferable, non-exclusive license in all such software. Client agrees that in the event that 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.
  - b. **Right to Access Proprietary Software.** Client has received, or may receive, a limited, non-transferable, non-exclusive right to access and use Paychex proprietary hosted software products via a web browser. Paychex will host and retain physical control over the software and make such computer programs and code available only through the Internet for access, use, and operation through a web browser. No provision under this Agreement shall obligate Paychex to deliver or otherwise make available any copies of computer programs or code from the software. Client is responsible for obtaining and maintaining all computer hardware, software, and communications equipment needed to access the software, and for paying all third-party charges (e.g. kiosk, ISP, or telecommunications charges) incurred while accessing the software.
  - c. **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. Client agrees that Client, its employees, 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 employees 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.
  - d. **Intellectual Property Rights.** Paychex owns all rights, title, and interest, including, but not limited to, copyright, patent, trade secret, and all other intellectual property rights, in the software Client receives or access for Services. If Client is ever held or deemed to be the owner of any copyright rights in the software or any changes, modifications, or corrections to the software, Client hereby irrevocably assigns to Paychex all such rights, title, and interest. Client agrees to execute all documents necessary to implement and confirm the letter and intent of this section.
7. **Remit Reimbursement Amounts.** Client agrees to remit funds to Paychex representing the amount due to pay Client's employees, remit taxes, or pay garnishments ("Reimbursement Amounts") through an EFT, or such other payment method as required by Paychex.
8. **Payment of Fees.** Client will pay all fees, including, but not limited to, fees for all Paychex Services each pay period through an EFT or such other method as required by Paychex when due (collectively "Fees"). Minimum monthly Fees are due in the event Client fails to process a payroll or whose payroll fails to meet the minimum monthly charge during the month. Fees include minimum monthly, insufficient funds, late fees and premium processing fees. Paychex' 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, and 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.

9. **Electronic Funds Transfer.** If Paychex requires payment of Fees or Reimbursement Amounts (collectively "Amounts Due") through an EFT, Client (i) will execute all documentation needed by Paychex to originate EFT transactions and to verify availability of funds in Client's bank account; (ii) agrees that the funds representing the Amounts Due will be on deposit in Client's bank account in collectible form and in sufficient amount when due ("Funding Deadline"); and (iii) authorizes Paychex to collect all Amounts Due from Client's bank account on the Funding Deadline. All EFTs 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; (ii) to assume the responsibilities of an initiator of EFTs, if applicable; (iii) that it will not initiate any EFT that violates any law; and (iv) 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-U.S. addresses.
10. **Payment by Wire Transfer or Other Method.** If Paychex requires payment of Amounts Due by a 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.
11. **Insufficient or Nonconfirmed 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 the EFT and assessing insufficient fund Fees. **Client acknowledges that Client is responsible for any delay in remittance of wages, garnishments, or taxes if Paychex is unable to confirm receipt of funds prior to the Funding Deadline.**
12. **Client's 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 all Amounts Due immediately due and payable. Client agrees to promptly reimburse Paychex for all advances or overpayments made by Paychex and to pay interest on the advances at the rate of one and one-half percent (1½%) per month, or the maximum allowable by applicable law, until paid. Client agrees that Paychex may initiate an EFT to Client's bank account for any past due Amounts Due. Client will be responsible for the costs of collection of Amounts Due including, but not limited to, attorneys' fees and court costs. Paychex may, in its sole discretion, commence an action within the County of Monroe, State of New York, or in any other court of competent jurisdiction for any monies due and owing from Client to Paychex.
13. **Refund/Adjustment/Overpayment.** Client agrees that Paychex may apply any balances it is holding for Client to Amounts Due owed to Paychex or its affiliates. In the event Paychex remits an overpayment of payroll taxes, Paychex may, at its sole discretion, advance funds to Client. In the event Paychex advances overpayment funds to Client then Client agrees that it will reimburse Paychex for the overpayment within the sooner of five (5) days of (i) receiving the overpayment amount from the taxing authority; or (ii) being notified that the overpayment amount would be applied to an outstanding tax liability of Client; or (iii) the Agreement being terminated by either party.
14. **Termination.** Except as otherwise provided, either party may terminate the Agreement upon thirty (30) days prior written notice. Paychex may immediately terminate the Agreement, or a portion thereof, 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 in the financial condition of Client; (iii) Client fails to have sufficient funds on the Funding Deadline; or (iv) Paychex determines, in its sole discretion, that any federal, state, or local legislation, 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 herein this Agreement, including, but not limited to, its payment obligations.
15. **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 employees for any interest or penalties assessed by taxing authorities as a direct result of Paychex' breach of the Agreement. Paychex can only be held liable for breach of the Agreement and will not be held liable for (i) any negligent act or omission by Paychex; (ii) the negligence of any other person or entity, including, but not limited to, Client and its employees 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. **Paychex will, under no circumstances, be liable for any special, indirect, incidental, or consequential or punitive damages, including lost profits incurred by Client pursuant to this Agreement or by the transactions contemplated by it, however caused, on any theory of liability (including contract, tort, or warranty), or as a result of Paychex' exercise of its rights under the Agreement, even if Paychex has been advised of the possibility of such damages.**
16. **Client Confidential Information.** "Client Confidential Information" will mean 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, and the name, social security number, date of birth, address, bank, and/or wage information of Client and Client's employees provided to Paychex by Client. Paychex will use reasonable care to prevent the disclosure of such Client Confidential Information to any unauthorized person or entity. Paychex may disclose Client Confidential Information to its employees, affiliates, subsidiaries, agents, and contractors to (i) perform or offer Services; (ii) offer additional products or services; (iii) integrate third-party services into the Services; (iv) perform analysis to determine Client's qualification to receive future 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, and auditors; and (ii) pursuant to federal, state, or local law, regulation, court order, legal process, or governmental investigation. In the event of any compromise or security breach resulting in the disclosure or possible disclosure of Client

Confidential Information, Paychex will notify Client as legally required of such compromise or breach. The obligations set forth in this section will not apply to any Client Confidential Information that (i) Client has agreed is free of any nondisclosure obligations; (ii) at the time of disclosure was free of any nondisclosure obligations; (iii) is independently developed by Paychex or that Paychex lawfully received, free of any nondisclosure obligations, from a third party having the right to furnish such Client Confidential Information; or (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.

17. **Third-Party Services.** At Client's option, Client can integrate certain third-party services into the Services. These third-party services are not provided by Paychex. Client agrees to hold harmless and release Paychex from any liability relating to Client's use of third-party services or integration of the Services with third-party services. Client's ability to use third-party services may be limited according to the third-party's terms and conditions. When Client integrates with a third-party service, Client authorizes Paychex to share any Client data, including Client Confidential Information, as may be needed by the third-party to provide the third-party services. Paychex is not liable for any disclosure of Client Confidential Information by any such third-party. If Client does not opt to integrate third-party services into the Services, the provisions of this Section shall not apply.
18. **Client Online Account.** In the event Client and/or Client's employees access Services online or through any mobile or other electronic devices ("Online Account"), Client is solely responsible for (i) designating who is authorized to have access to the Online Account; (ii) safeguarding all passwords, usernames, logins or other security features used to access the Online Account ("Online Account Access"); (iii) use of Online Account under any usernames, logins or passwords; (iv) ensuring that use of the Online Account complies fully with the provisions of this Agreement; and (v) any unauthorized access, or use, of the Online Account caused by Authorized Users' actions or inactions, including, without limitation, its failure to safeguard Online Account or Online Account Access. Client agrees to immediately notify Paychex of any actual or suspected unauthorized use of Online Account, and acknowledges that Client is solely responsible for damages resulting from Client's failure to timely notify Paychex. Paychex reserves the right to limit, suspend, or terminate Client's and/or Authorized User(s)' access to Online Account should Paychex have reason to believe that the security or confidentiality of Online Account or Online Account Access has been compromised. Client acknowledges that Authorized Users select the security level for Online Account Access and Client is solely responsible for these selections. Client further acknowledges that it has reviewed all of the security levels and has determined the level or levels for its Authorized Users that is commercially reasonable for providing security against unauthorized access and meets Client's requirements given the size, type and frequency of the Services it will receive from Paychex. Client is solely responsible for implementation of an information security program appropriate to safeguard the Online Account or Online Account Access and which is consistent with all applicable federal, state and/or local statutes or regulations; 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 employees 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.
19. **Indemnification.** Client will indemnify, defend, and hold Paychex and its affiliates, respective officers, directors, and employees harmless from any and all claims, costs, attorneys' fees (including in-house counsel fees), and expenses resulting from or arising in connection with (i) a Client default; (ii) the use, misuse, reproduction, modification, or unauthorized distribution of Software; (iii) Client's breach of NACHA; (iv) Client's breach of any warranty set forth in the Agreement; and (v) any claims that any symbol, logo, or mark uploaded by Client or Client's agents, or printed on Client's handbooks or checks, infringes the intellectual property rights of any third party.
20. **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 without regard to, or application of, its conflict of laws, rules, and principles, except for the arbitration agreement contained herein which shall be governed exclusively by the Federal Arbitration Act, 9 U.S.C. section 1 et seq. (the "FAA"). **Except as provided herein, any dispute arising out of, or in connection with, the Agreement will be determined only by binding arbitration in Rochester, New York, in accordance with the commercial rules of the American Arbitration Association.** Arbitrable disputes include, without limitation, disputes about the formation, interpretation, applicability, or enforceability of this Agreement. A separate neutral arbitrator must be selected and appointed for each dispute. Any dispute arising under 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.
21. **Assignability.** The Agreement may not be assigned by Client to any third parties, other than successors, without the prior written consent of Paychex. Any assignment made without such consent will be null and void.
22. **Signature.** 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.

23. **Miscellaneous.** The Agreement, along with any exhibits, addendums, schedule and amendments, 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. Neither party will be responsible for any delay or failure to perform obligations specified in the Agreement due to causes beyond the party's reasonable control. Client acknowledges that there have been no representations or warranties made by Paychex or Client that are not set forth in the Agreement. 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 provisions. 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. Sections 1-24 will survive the termination of the Agreement.
24. **Product Terms and Conditions.** Client acknowledges that it will receive only the Services selected on Page 1 of this Agreement.
- Payroll Processing.** Paychex will process Client's payroll based solely on Client Information provided by Client, prepare payroll checks drawn on Client's bank account or as otherwise directed by Client in this Agreement, prepare payroll reports for each payroll processed by Client, and provide the payroll reports, checks, and/or payroll check stubs to Client for review and distribution. Paychex will prepare payroll tax returns for taxes identified on the Cash Requirements and/or Tax Payment Report and deliver to Client 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.
- Taxpay.** On or before Client's check date, Paychex will (i) process Electronic Funds Transfer (EFT) transactions for such amounts as are necessary to pay the payroll taxes that are specifically identified on the Cash Requirements and/or Tax Payment Report; (ii) hold such amounts in a separate account 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 or for payroll taxes which Paychex did not collect from Client. **SUI Support Service:** Paychex will provide Client with telephone support with state unemployment insurance claims, benefit charge questions, and pre-hearing preparation.
- Direct Deposit.** Paychex will process EFT transactions, one or more banking days prior to Client's check date, for such amounts as are necessary to pay Client's employees. Such amounts are to be held in an account established by Paychex until Client's check date, when funds will be deposited to employee accounts as specified. Certain accounts may have restrictions on deposits and withdrawals. Client employees are solely responsible for determining whether their account is suitable for direct deposit of requested EFT transactions.
- Readychex.** Paychex will (i) process EFT transactions, one or more banking days prior to Client's check date, for such amounts as are necessary to pay Client's employees; (ii) hold such amounts in an account established by Paychex until Client's check date; and (iii) draw checks payable to Client's employees on Client's check date and provide those checks to Client. Client will distribute checks on check date or thereafter. Checks distributed to employees before check date will not be honored and it will be Client's responsibility to pay the employees. If Client's employee 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 employee, or former employee, any amounts due and following any state unclaimed property laws in regards to outstanding employee funds. In the event that a Readychex check is lost, stolen, destroyed, or otherwise not able to be cashed ("Voidable Readychex") Client agrees to notify Paychex immediately and request the check to be voided. Client agrees to return 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 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. Readychex is not available if Client utilizes Check Signing.
- 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.
- Check Insertion.** Paychex will insert Client's signed checks into individual employee 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.
- General Ledger Service.** Paychex will provide reporting of Client's payroll-related general ledger and make it available for Client from a secure Internet site for downloading into their specific third-party accounting software package.
- General Ledger Custom Interface.** For Client's using the General Ledger Service, with each payroll processed, Client's general ledger reports will be integrated with specific third-party accounting software packages and provided to Client. Client acknowledges that General Ledger Custom Interface is performed by a third-party vendor.

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

**Workers' Compensation Report Service.** Paychex will provide Client 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 Service does not include the sale of workers' compensation insurance coverage ("Coverage") and is not proof of Coverage. Client is solely responsible for obtaining and maintaining any required Coverage.

**Garnishment Payment Service.** Paychex will process EFT transactions, one banking day prior to Client's check date, for Client's employees' garnished wages as are necessary to remit to the appropriate entities. Client will provide Paychex with a garnishment order for each employee for whom wages are to be garnished. Paychex will hold garnished wages in a separate account established by Paychex until such time as the amounts are due. Client remains solely responsible for the correct calculation of the amount to garnish from its employees' wages.

**Time Off Accrual Service (TOA).** Paychex will provide a tracking and reporting service for employee-accrued benefits, such as employee-paid time off, based on Client Information provided by Client each pay period. Paychex will also display up-to-date paid-time-off totals on each of Client's payroll checks each payday.

**Labor Distribution.** Paychex will create a detailed report displaying the distribution of payroll expenses for each pay period by accounting codes identified by Client. The report will be available after each payroll is processed and is based on Client Information.

**Job Costing.** Paychex will create a detailed report displaying the distribution of payroll expenses for each pay period by job categories identified by Client. The report will be available after each payroll is processed and is based on Client Information.

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

**Employee Access Online (EAO).** Paychex will provide Client with a self-service, Internet-based Web site ("Employee Access Online") that gives Client's employees access to their payroll information. Client acknowledges that it has full control over the level of access granted to its employees. Client agrees and acknowledges that Employee Access Online 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 employees. 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 employees, including advising Paychex of any changes in taxability that may result. Client authorizes Paychex to access Client's Employee Access Online to perform administrative functions as necessary to provide this Service.

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



**ExpenseWire.** Paychex will provide Client with a hosted employee expense reimbursement system which allows Client to manage the reimbursement of employee expenses. Client understands that reimbursements may be paid, at Client's election, via one or both of the following options: (i) through the Client's existing processes that are external to the ExpenseWire application, or (ii) separate from payroll, through an EFT. 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 this 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<sup>®</sup>/Paychex Flex<sup>SM</sup> and ExpenseWire.

**Paychex Flex Time.** Paychex will provide Client (i) the right to access and use Paychex' Internet-based time and attendance solution called Paychex Flex Time used for recording hours worked (the "Application") via Paychex' product website ("Website"), (ii) electronic data collection terminal(s) ("Time Clock") leased or purchased from Paychex, and (iii) all installed Paychex time and attendance software ("Time Clock Software"), and (iv) performance of support and maintenance services described below (collectively "Services for Paychex Flex Time"), pursuant to an Order Form submitted by Client and accepted by Paychex. The term Application will be deemed to include the Time Clock Software.

The Services for Paychex Flex Time under this Agreement are only required when the Time Clock and Application are operated by Client according to the User Manual and in an environment that meets the minimum requirements. The support provided by Paychex consists of the following:

1. **Hardware.** Covered equipment includes Leased Equipment and, subject to the provisions of paragraph b. below, equipment purchased from Paychex, but excludes the accessories purchased by Client. In the case of covered hardware failure, Client must notify Paychex.
  - a. **Leased Equipment.** If replacement of Leased Equipment is required, replacement equipment will be shipped. All service, labor, and ground shipping charges are covered by Client's monthly payments. Upon receipt of replacement equipment, the Client is required to ship all faulty items to Paychex within five (5) business days of receipt of the replacement equipment. In the event of damage to any of Paychex' Leased Equipment as a result of Client's, its employees', or its agents' acts or omissions, or if Client fails to return Paychex' Leased Equipment as provided above, Client agrees to pay for all necessary repairs or replacement.
  - b. **Purchased Equipment.** Client must execute the separate Paychex Flex<sup>SM</sup> Time Maintenance Agreement and pay an additional fee in order to receive the hardware support and maintenance services for purchased equipment.
2. **Telephone Support.** Unlimited telephone calls will be accepted Monday through Friday from 8:00 a.m. to 8:00 p.m. ET
  - A. Pursuant to the Order Form for Paychex Flex Time, the terms of which are incorporated herein, Client agrees to make Fee payments for (i) the Services; and (ii) any Leased Equipment. If Client is purchasing equipment, Client must pay the applicable purchase price set forth on the Order Form. The Fee for the Leased Equipment includes support and maintenance Services. Following Client's receipt of the Time Clock(s) and the completion of Application training by Paychex, Paychex will invoice Client monthly for the Fees shown on the Order Form for Paychex Flex Time.
  - B. **Leased Equipment.** In the event that Client leases Time Clocks and/or other equipment from Paychex ("Leased Equipment") Client agrees that (i) Leased Equipment is the sole and exclusive property of Paychex; (ii) Client has no right, title, or interest in any Leased Equipment except as stated in this Agreement; (iii) Client cannot transfer, sell, or in any way encumber Leased Equipment; (iv) Leased Equipment is not a fixture; (v) Client will not allow any other party to file any lien or security interest on Leased Equipment; and (vi) this Agreement does not cover damage to Leased Equipment from or related to fire, flood, lightning or sudden accidental events, theft, misuse or abuse, or modification or servicing of the covered Leased Equipment 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 Equipment. If permitted by applicable law, Paychex may file any such documents or instruments signed only by Paychex.
  - C. Client agrees not to damage Paychex' Leased Equipment and to return it in the original condition, normal wear and tear excepted, upon termination of the Agreement or as otherwise required. Upon termination, Client is required to (i) complete termination paperwork provided by Paychex, and (ii) cease use of the Application and return all Leased Equipment (Time Clocks, adaptors, power supplies, CDs, etc.) to Paychex within ten (10) business days. Client is in default of this Agreement if it (i) allows damage to, or fails to return Paychex' Leased Equipment, or (ii) violates any limitations or restrictions on its right to use the Application. If Client fails to return the Leased Equipment in the time required, or damages it beyond normal wear and tear, Client will be charged a fee of \$750 per terminal. Termination of this Agreement shall not relieve Client of any obligations herein, including its payment and return obligations.
  - D. **License and Software.** Paychex grants Client a royalty-free, nonexclusive, nontransferable license ("Application License") to use the Application from the Web server location chosen by Paychex. Client may only use the Application in accordance with the terms of this Agreement. Access to the Application will end upon termination of this Agreement, and Client agrees that ownership of all rights in and to the Application remain the sole and exclusive property of Paychex.

- E. Client agrees that it shall be solely responsible for compliance with all applicable laws in connection with use of the Application and any Leased Equipment or equipment purchased from Paychex including, without limitation, 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 Software 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 employees.
- F. Client agrees that Paychex may require access to Client's Online Account (as defined in Section 18 hereof) to assist in configuration, provide ongoing support, and perform administrative functions necessary to provide the Services for Paychex Flex Time, and Client hereby consents to such access by Paychex.
- G. **Refund of Paychex Flex Time.** No refunds will be given after the Service Effective Date, except that Paychex may issue a refund to Client if Client requests the refund in writing within thirty (30) days of receiving their purchased equipment.
- H. **Disclaimer of Warranty.** With regard to any Leased Equipment and Time Clock Software rented, leased, or sold, and all Services provided, 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 equipment leased or sold and all equipment is expressly provided "as is".

**Time and Labor Online (TLO).** Paychex will provide Paychex Time and Labor Online services, an Internet-based time and attendance system used for collecting time and earnings, and for clients using Payroll Services under this Agreement, importing into payroll software. This section of the Agreement shall cover the provision of electronic data collection terminal(s) ("Time Clock") leased or purchased from Paychex, and all installed Paychex time and attendance software ("Time Clock Software"), and performance of support services described below (collectively "TLO Services"). Paychex may require access to Client's computer systems and/or Client's TLO account to assist in configuration, provide ongoing support, and perform administrative functions necessary to provide the TLO Service and Client consents to and authorizes such access. The TLO Services under this Agreement are only required when the Time Clock and Time Clock Software are installed and operated by Client according to the User Manual and in an environment that meets the minimum requirements. The support provided by Paychex consists of the following:

- 1. **Hardware.** Covered equipment includes the Leased Equipment from Paychex, but excludes the accessories purchased by Client. In the case of covered hardware failure, Client must notify Paychex. If replacement of Leased Equipment is required, replacement equipment will be shipped. All service, labor, and ground shipping charges are covered by Client's monthly payments. Upon receipt of replacement equipment, the Client is required to ship all faulty items to Paychex within five (5) business days of receipt of the replacement equipment. In the event of damage to any of Paychex' Leased Equipment as a result of Client's, its employees', or its agents' acts or omissions, or if Client fails to return Paychex' Leased Equipment as provided above, Client agrees to pay for all necessary repairs or replacement. For an additional fee, Paychex will provide support of purchased equipment as set forth in the Paychex<sup>®</sup> Time and Labor Online Maintenance Agreement. Client must execute the separate Time and Labor Online Maintenance Agreement in order to receive the support services for purchased equipment.
- 2. **Telephone Support.** Unlimited telephone calls will be accepted Monday through Friday from 8:00 a.m. to 8:00 p.m. ET.
- A. **TLO License and Software.** Paychex grants Client a royalty-free, nonexclusive, nontransferable license ("TLO License") to use all computer programs and related documentation (collectively "TLO Software") from the Web server location chosen by Paychex. Client may only use the TLO Software in accordance with the terms of this Agreement. Access to the TLO Software will end upon termination of this Agreement, and Client agrees that all TLO Software rights remain the sole and exclusive property of Paychex.
- B. **TLO Leased Equipment.** In the event that Client leases Time Clocks and/or other equipment from Paychex ("Leased Equipment") Client agrees that (i) Leased Equipment is the sole and exclusive property of Paychex; (ii) Client has no right, title, or interest in any Leased Equipment except as stated in this Agreement, (iii) Client cannot transfer, sell, or in any way encumber Leased Equipment; (iv) Leased Equipment is not a fixture, and (v) Client will not allow any other party to file any lien or security interest on Leased Equipment.

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 Equipment. If permitted by applicable law, Paychex may file any such documents or instruments signed only by Paychex. Client agrees (i) not to damage the Leased Equipment, (ii) to return it in the original condition, normal wear and tear excepted, within ten (10) business days of termination of this Agreement, and (iii) complete termination paperwork provided by Paychex. Client is in default of this Agreement if it allows damage to, or fails to return Paychex' Leased Equipment. If Client fails to return the Leased Equipment in the time required, or damages the Leased Equipment beyond normal wear and tear, Client will be charged a Fee of \$750 per terminal.



- C. **Fees.** Pursuant to the Time and Labor Online Order Form, the terms of which are incorporated herein, Client agrees to make Fee payments for (i) the TLO Services; and (ii) any Leased Equipment. The Fee for the Leased Equipment includes support and maintenance services. Following Client's receipt of the Time Clock(s) and Time Clock Software, Paychex will invoice Client monthly for the Monthly Package Fee shown on the Time and Labor Online Order Form.
- D. **Compliance with Applicable Law.** Client agrees that it shall be solely responsible for compliance with all applicable laws and regulations in connection with the use of TLO (TLO Services, TLO Software, and any Leased Equipment or equipment purchased from Paychex) including, without limitation, state and federal wage and hour laws and regulations and laws relating to collection, storage and use of biometric information. Paychex will not be held liable for Client's use of any equipment or TLO Services to be provided by Paychex hereunder. Client agrees that the TLO Services and TLO Software 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 employees.
- E. **Disclaimer of Warranty.** With regard to any Leased Equipment and Time Clock Software rented, leased, or sold, and all TLO Services provided, 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 equipment leased or sold and all equipment is expressly provided "as is".
- F. **TLO Refund.** No refunds will be given after the Service Effective Date, except that Paychex may issue a refund to Client if Client requests the refund in writing within thirty (30) days of receiving their purchased equipment.

**Recruiting.** Paychex will provide Client with an Internet-based recruiting and applicant tracking Service that provides technology to facilitate the recruiting, qualifying and tracking of applicants ("Recruiting"). The Recruiting Service may provide links to third-party Web sites. Paychex makes no representations concerning and is not responsible for, the accuracy or content of, or the ability of Client to access, Web sites of third parties. Providing a link to third-party Web sites shall not be deemed an endorsement of the linked site or of the content, products or services offered or referenced on such site. Links to third-party Web sites are provided as a convenience only, and Paychex shall have no liability in connection with any third-party Web sites or the provided links to such Web sites. Client authorizes Paychex to access Client's Recruiting account to perform administrative functions as necessary to provide this Service.

**Onboarding.** Paychex will provide Client with an Internet-based onboarding Service ("Onboarding") to facilitate providing information to, and receiving information from, newly hired or rehired Client employees or independent contractors ("Workers"). 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 in the onboarding process. Onboarding may provide links to third-party Web sites. Paychex makes no representations concerning and is not responsible for, the accuracy or content of, or the ability of Client to access, Web sites of third parties. Providing a link to third-party Web sites shall not be deemed an endorsement of the linked site or of the content, products or services offered or referenced on such site. Links to third-party Web sites are provided as a convenience only, and Paychex shall have no liability in connection with any third-party Web sites or the provided links to such Web sites.

**Data Exports.** Paychex will provide Client with the ability to export Client's data using a predetermined set of reporting templates and make them available on a secure site for access by Client.

**Reports On-Demand.** Paychex will make Client's specified payroll reports available on-demand on a secure site for access by Client.

**Report Writer.** Paychex will provide Client with the ability to create custom reports of Client's data, available on a secure site for access by Client. The Data Exports functionality is included with Report Writer.

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

**Paychex Online Reports.** Paychex will make Client's payroll-related reports available on a secure site for access by Client. Client is required to provide accurate and complete information for each new/rehired employee and Client acknowledges that failure to provide such information may result in delay in reporting.

**General Ledger Report.** Paychex will produce a report containing all payroll-related general ledger data.

**Workers' Compensation Payment Service.** Paychex and/or Paychex Insurance Agency, Inc. will perform workers' compensation payment services for Client as set forth in the Paychex Workers' Compensation Payment Service Agreement. Availability of the Workers' Compensation Payment Service is dependent on insurance carrier selection and/or carrier underwriting requirements. The Service does not include the sale of workers' compensation insurance coverage ("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 Workers' Compensation Payment Service.

**Paychex® Employee Screening .** Fees. Client acknowledges that the Paychex Employee Screening Services are performed by a third-party vendor of Paychex. 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 terms of this Agreement; and (iii) Client executes and complies with the terms of any agreement the third party vendor shall require; and (iv) the third-party agreement is not terminated for any reason. Fees for the Employee Screening Services will be as set forth in the product setup form and consist of a (i) set up fee; (ii) inspection fee and either a; (iii) monthly subscription fee (if a product type package is ordered); or (iv) monthly à la carte fees (if Client paying per screen). If Client elects the product type package plan and the Employee Screening Service is terminated prior to the completion of the product type package plan, Client agrees to pay the remaining amount due on the contract after a prorating of the screens ordered has been completed. Client agrees to pay for all screens ordered through the third-party vendor.

**Background Check Service.** Client acknowledges that the Background Check Service is performed by a third-party vendor of Paychex. Client will be eligible for such program so long as: (i) Client remains a Client of Paychex; (ii) Client complies with the terms of this Agreement; (iii) Client executes and complies with the terms of any agreement the third-party vendor shall require; and (iv) the third-party agreement is not terminated for any reason. Client agrees to pay Paychex a monthly subscription Fee for the Service for an annual allotment of screens. If the Service is terminated prior to Client receiving the annual allotment of screens, Client agrees to pay the remaining amount due for the annual allotment after a prorating of the screens ordered. Additional fees may apply for any other services provided by the third-party vendor and will be billed by and paid directly to the third-party vendor.

**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. 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.

**COBRA Administration.** 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 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 ("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 be required to pay the monthly premium directly to Paychex, and Paychex will reimburse Client the premium collected from the qualified beneficiary less an administrative Fee. Paychex receives bank credits and/or earnings ("Earnings") from the premiums received. The amount of Earnings received by Paychex will fluctuate based on the average monthly balance of the premiums multiplied by the thirty (30)-day British London Interbank Offered Rate minus forty (40) basis points. Client acknowledges that Paychex may retain such Earnings as additional compensation for COBRA Administration under this Agreement. In the absence of Earnings, Client acknowledges that the other Fees paid to Paychex under this Agreement would be greater. In the event that Paychex receives an appeal of a denial of coverage from a potential beneficiary ("COBRA Appeal") (i) Paychex will provide Client with a copy of the COBRA Appeal; and (ii) Client agrees that it has sole responsibility to review and provide Paychex written direction on how to respond to the COBRA Appeal.

**HR Library.** Paychex and/or its authorized third party vendor will provide a Web-based library of human resource information, on a subscription basis, limited to one subscriber per Client ("Library"). The Library is not intended as legal advice and Client is solely responsible for its use of, or reliance on, the information contained on the Library. Paychex cannot guarantee the accuracy of the information contained on the Library.

**W-2 Service.** Unless Client directs Paychex in writing not to provide the W-2 Service, Paychex will file Forms W-2 and W-3 with appropriate federal and state agencies and provide Client with W-2 and W-3. Client shall have the sole responsibility to distribute the W-2 to each employee pursuant to applicable law. In the event that the Services are terminated or if Client is in breach of its obligations for payment of Fees or Reimbursement Amounts, Paychex shall not be obligated to provide the W-2 Service. Additional Fees may apply.

Read and sign this form.



## Paychex Agreement Addendum

Company Name Florida Housing Finance Corporation

Office/Client Number 0039

Federal ID Number 59-3451366

The parties hereby agree to amend the Paychex Productivity Services Agreement between Client and Paychex dated \_\_\_/\_\_\_/\_\_\_ (“Agreement”) by replacing the Payment of Fees and Termination sections in their entirety as specified below:

8. **Payment of Fees.** Client will pay all fees, including, but not limited to, fees for all Paychex Services, setup fees, and any Termination Fee (collectively “Fees”) through an EFT or such other method as required by Paychex when due. Minimum monthly Fees are due in the event Client fails to process a payroll or whose payroll fails to meet the minimum monthly charge during the month. Fees include minimum monthly, insufficient funds, and premium processing fees. Paychex’ Fees are set forth on the Proposal for Services, Payment Information sheet, and/or Fee Schedule and will not be increased for a period of five (5) years from the date hereof. After five (5) years, 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, and 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.

### 14. Termination.

- a. The term of this Agreement will commence on the date that Paychex first processes Client’s payroll under this Agreement and will continue for a period of five (5) years (“Initial Term”), ~~and will then remain in effect until terminated by either party (the “Term”).~~
- b. If either party: (i) ~~Client~~ becomes subject to receivership, bankruptcy, or is insolvent; or (ii) ~~Paychex~~, in its sole reasonable discretion, determines that a material adverse change has occurred in the financial condition of ~~Client~~ the other; or (iii) ~~Paychex determines~~, in its sole reasonable discretion determines, that any federal, state, or local legislation, regulatory action, or judicial decision adversely affects its interests under the Agreement; ~~Paychex either party~~ may terminate this Agreement effective upon receipt by ~~Client~~ the other party of written notice of termination.
- c. Paychex may immediately terminate the Agreement, or a portion thereof, if: (i) Client fails to have sufficient funds on the Funding Deadline; or (ii) Client materially breaches the terms or duties imposed upon it by this Agreement, and fails to cure such breach within fifteen (15) days after receipt of written notice reasonably identifying the breach.
- d. In addition to the provisions of Section 14.b. and 14.c., either party may terminate this Agreement, at any time, upon Client providing not less than thirty (30) days prior written notice of termination to Paychex, and upon Paychex providing not less than sixty (60) days prior written notice of termination to Client. ~~to the other party.~~
- e. If this Agreement is terminated prior to expiration of the Initial Term (i) by Client pursuant to Section 14.d; or (ii) by Paychex in accordance with Section 14.c., Client shall pay to Paychex, within thirty (30) days after the date of termination, an amount equal to the average monthly Fees multiplied by the lesser of (i) the number of months remaining in the Initial Term; or (ii) six (6) months (“Termination Fee”). The Termination Fee shall be received by Paychex within thirty (30) days after the effective date of termination.
- f. Termination of the Agreement will not relieve Client of any obligations set forth herein this Agreement existing at the time of Termination, including, but not limited to, its existing payment obligations.

The parties further agree to amend the Agreement as set forth below.

Section 6.c. of the Agreement (Confidentiality of Software) is hereby amended to read in its entirety as follows:

6.c. **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. Client agrees that Client, its employees, 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 unless required by law, in which case Client will immediately notify Paychex and also inform the requesting entity of its trade secret nature; (iv) use, except as authorized by this Agreement; or (v) decompile, disassemble, or otherwise analyze for reverse engineering

purposes the software received accessed. Client will take appropriate action Client's employees 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.

Section 15 of the Agreement (Limit of Liability) is hereby amended to read in its entirety as follows:

- 15. Limit of Liability.** Paychex' sole liability and Client's sole remedy for Paychex' breach of the Agreement or negligence 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 employees for any interest or penalties assessed by taxing authorities as a direct result of Paychex' breach of the Agreement; and/or (iii) for Paychex to indemnify Client in accordance with the provisions of Section 19 hereof. 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 negligence of any other person or entity, including, but not limited to, Client and its employees 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 (iii\*) Client's breach of NACHA. Paychex-Neither party will, under anyno circumstances, be liable for any special, indirect, incidental, consequential, or punitive damages, including lost profits incurred by Client-the other party 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'-either party's exercise of its rights under the Agreement, even if Paychex-the other party has been advised of the possibility of such damages.

Section 19 of the Agreement (Indemnification) is hereby amended to read in its entirety as follows:

~~**19. — Indemnification.** Client will indemnify, defend, and hold Paychex and its affiliates, respective officers, directors, and employees harmless from any and all claims, costs, attorneys' fees (including in house counsel fees), and expenses resulting from or arising in connection with (i) a Client default; (ii) the use, misuse, reproduction, modification, or unauthorized distribution of Software; (iii) Client's breach of NACHA; (iv) Client's breach of any warranty set forth in the Agreement; and (v) any claims that any symbol, logo, or mark uploaded by Client or Client's agents, or printed on Client's handbooks or checks, infringes the intellectual property rights of any third party.~~

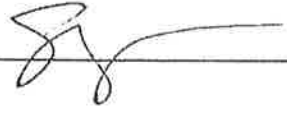
Section 20 of the Agreement (Governing Law and Arbitration) is hereby amended to read in its entirety as follows:

**20. 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 without regard to, or application of, its conflict of laws, rules, and principles, except for the arbitration agreement contained herein which shall be governed exclusively by the Federal Arbitration Act, 9 U.S.C. section 1 et seq. (the "FAA"). **Except as provided herein, any dispute arising out of, or in connection with, the Agreement will be determined only by binding arbitration in (i) Client's location, if initiated by Paychex, or (ii) Rochester, New York, if initiated by Client, in either case, in accordance with the commercial rules of the American Arbitration Association.** Arbitrable disputes include, without limitation, disputes about the formation, interpretation, applicability, or enforceability of this Agreement. A separate neutral arbitrator must be selected and appointed for each dispute. Any dispute arising under 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.


**This Addendum is not intended to modify or replace any other provision of the Agreement, except for changes to the sections set forth above.**



Client Authorized Officer's Name Stephen P. Auger Title Executive Director  
PLEASE PRINT

Client Authorized Officer's Signature  Date 2/17/16

Paychex Authorized Officer's Name Rob Morin Title VP HRIS  
PLEASE PRINT

Paychex Authorized Officer's Signature  Date 2/29/16

Read and sign this form.



**Paychex Recruiting and Applicant Tracking Addendum**

Company Name Florida Housing Finance Corporation

Office/Client Number \_\_\_\_\_

Federal ID Number 593451366

Client hereby requests to amend the Paychex Services Agreement between Client and Paychex dated \_\_\_\_/\_\_\_\_/\_\_\_\_ (“Agreement”) by adding the section(s) selected below.

**Recruiting.** Paychex will provide Client with an Internet-based recruiting and applicant tracking Service that provides technology to facilitate the recruiting, qualifying and tracking of applicants (“Recruiting”). The Recruiting Service may provide links to third-party Web sites. Paychex makes no representations concerning and is not responsible for, the accuracy or content of, or the ability of Client to access, Web sites of third parties. Providing a link to third-party Web sites shall not be deemed an endorsement of the linked site or of the content, products or services offered or referenced on such site. Links to third-party Web sites are provided as a convenience only, and Paychex shall have no liability in connection with any third-party Web sites or the provided links to such Web sites. Client authorizes Paychex to access Client’s Recruiting and Applicant Tracking account to perform administrative functions as necessary to provide this Service.

**Onboarding.** Paychex will provide Client with an Internet-based onboarding Service (“Onboarding”) to facilitate providing information to, and receiving information from, newly hired or rehired Client employees or independent contractors (“Workers”). 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 in the onboarding process. Onboarding may provide links to third-party Web sites. Paychex makes no representations concerning and is not responsible for, the accuracy or content of, or the ability of Client to access, Web sites of third parties. Providing a link to third-party Web sites shall not be deemed an endorsement of the linked site or of the content, products or services offered or referenced on such site. Links to third-party Web sites are provided as a convenience only, and Paychex shall have no liability in connection with any third-party Web sites or the provided links to such Web sites.

This Addendum (Rev. 6/15) is not intended to modify or replace any other provision of the Agreement, except for adding the section(s) set forth above.

Authorized Officer’s Name Stephen P. Auger PRINT Title Executive Director

Authorized Officer’s Signature  Date 2/17/16

Paychex Flex<sup>SM</sup> Benefits  
Administration  
Services Agreement

Company Name Florida Housing Finance Corp \_\_\_\_\_

Office/Client Number FHFC1350 \_\_\_\_\_

Federal ID Number 593451366

This Paychex Flex<sup>SM</sup> Benefits Administration Services Agreement ("Agreement") is entered into between Paychex Benefit Technologies, Inc. dba BeneTrac ("PBT"), located in San Diego California and Florida Housing Finance Corp ("Client") (collectively "the Parties"). This Agreement will continue until terminated in accordance with its provisions.

**1. Services.** Client employs PBT to provide the Paychex Flex Benefits Administration Services and any optional services selected by Client below (collectively "Services"). Services are described in the Product Terms and Condition section of this Agreement. PBT will not commence any of the Services until PBT receives all documents necessary to begin each of the Services and PBT will commence each Service as outlined in the Termination section of this agreement ("Service Effective Date"). Client acknowledges that each of the Services may have separate Service Effective Dates and PBT may commence performance for one (1) or more Services without obligating itself to commence all Services selected by Client. **Until the Service Effective Date, Client will provide for itself, the Services requested of PBT. PBT assumes no responsibility for Services prior to the Service Effective Date.**

**Optional Services.** Initial below to select additional Services. The optional Services are not part of the Paychex Flex Benefits Administration Services, and Client acknowledges it must pay separately for each selected Service. Services are described in the Product Terms and Conditions section of this Agreement.

**BalanceBenefits®**

(INITIALS) SPM **Employer Shared Responsibility (ESR)**

(INITIALS) \_\_\_\_\_ **COBRA Factory**

(INITIALS) \_\_\_\_\_ **COBRA Administration**

(INITIALS) \_\_\_\_\_

Client agrees that PBT is not rendering legal, tax, accounting, or investment advice in connection with the Services to be performed, nor will PBT be deemed 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. PBT will not be responsible for Client's compliance with, nor will PBT provide legal or other financial advice to Client with respect to federal, state, and 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, and local laws or ordinances.

Client understands and acknowledges that PBT is not an administrator of Client's plan under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), that the Paychex Flex Benefits Administration Services and the performance of the Paychex Flex Benefits Administration Services by PBT does not and is not intended to make PBT the "Plan Administrator", "Plan Sponsor" or other "Fiduciary" under the Employee Retirement Income Security Act ("ERISA") of 1974, as amended, or otherwise of any plan, and Client shall not identify or refer to PBT or any of its affiliates as such. PBT has no discretionary authority or discretionary responsibilities in the administration of Client's COBRA plans.

Client understands that this Agreement (Rev. 7/15) may be considered an application for credit and hereby authorizes PBT to investigate the credit of the Client and/or its principals, including vendor references, bank account status, and history (collectively "Client's Credit"). PBT's performance of the Services under this Agreement is subject to approval of Client's Credit. 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 sections 1-23 of this Agreement.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Print Name & Title

2/19/16  
Date



## 2. Product Terms and Conditions.

**Flex Benefit Administration Services.** PBT will provide Client access to an Internet-based electronic system for group employee benefits enrollment and administration ("Paychex Flex Benefits Administration Services"). The following features constitute the Paychex Flex Benefits Administration Services in accordance with the employee benefit plans as provided by Client: (a) Employee, spouse and dependent demographic information, as provided by the Client; (b) Employee eligibility tracking; (c) Secure employee access for self service; (d) Open enrollment transactions; (e) New hire enrollment transactions; (f) Life event enrollment transactions; (g) Online benefit descriptions; (h) Monthly enrollment transaction comparisons of insurance carrier list bills with PBT's database of online enrollments; (i) If requested by Client, provision of data to third-party administrators such as: (1) Payroll Services; (2) Human Resource Information Systems; (3) COBRA Administrators; and (4) Consolidated billing record-keepers. For integration of existing data feeds, PBT will provide specifications for input and output and up to eight (8) hours of technical support. Additional support will be billed at \$150 per hour; (j) Custom reports including comprehensive data extracts; and (k) Attempts to establish electronic transmission of enrollment transactions to the Client's insurance carriers or service providers. For purposes of paragraph (k) of this Section, PBT will make reasonable efforts to provide a file feed to any insurance carrier or service provider that agrees to establish or maintain a reliable and re-usable file format. PBT shall bear no financial responsibility for any insurance carrier or service provider that is unable to establish or maintain a reliable and re-usable data exchange process. PBT may seek Client's assistance to encourage insurance carriers or service providers to engage in re-usable data exchange process if not available.

PBT shall have the following responsibilities in connection with the Paychex Flex Benefits Administration Services: (a) Initial population and Eligible Plan setup; (b) Reconciliation of initial demographic and enrollment data; (c) Delivery of eligibility and enrollment data to the Client's insurance carriers and service providers only for those carriers and service providers as designated by Client, in accordance with the capabilities and approval of the Client's insurance carriers and service providers. PBT shall inform Client if a data transmission to one of the Client's insurance carriers and/or service providers is terminated due to the discovery of an unreliable data exchange process; (d) Teleconference training of Primary User(s) of the Paychex Flex Benefits Administration Services, as identified by Client; (e) Maintenance of an on-line help system; and (f) Monthly comparison of PBT's database of online enrollment transactions with the insurance carriers' list bills. Identified discrepancies will be communicated promptly to Client for informational purposes only. Resolution of any discrepancies is the sole responsibility of Client; (g) Compliance with PBT's Data Privacy Policy (Exhibit A), including any amendments thereto.

The Service Effective Date for Paychex Flex Benefits Administration Services will not occur until Client's Primary Users have been trained, all data is imported into the system, and the Paychex Flex Benefits Administration Services site has been made available for use by Client.

**BalanceBenefits®/Telephone Enrollment.** PBT will provide health advocacy telephone support through a call center that is available 24 hours per day, seven days a week. Employee assistance will be provided for comprehensive pre- and post-enrollment benefit education, claims assistance, and website navigation services. PBT will also offer employee benefit enrollment via telephone.

**ESR Services.** 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.

**COBRA Factory.** PBT will provide a Web-based, self-service feature that allows Client to access plan information, add new plans, and enter qualifying events. Client can track initial notifications, election notices, COBRA termination notices and premium notices for billing continuants. Client acknowledges that Client is responsible for performing all federal COBRA and state continuation administrative functions for medical, dental, vision, or prescription drug coverage plans on its own behalf if it chooses this Service.

**COBRA Administration.** PBT 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 will notify PBT 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 PBT (collectively "Required Notifications"). Client is solely responsible for determining if a matter is a qualifying event. PBT will assist Client in determining if a matter is a qualifying event once Client provides PBT with the Required Notifications. PBT will begin COBRA Administration on Client's behalf, if required. If the qualified beneficiary subsequently elects COBRA coverage, Client will 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 directly to PBT and PBT will reimburse Client the premium collected from the qualified beneficiary less an administrative fee. PBT receives bank credits and/or earnings ("Earnings") from the premiums received. The amount of Earnings received by PBT will fluctuate based on the average monthly balance of the premiums multiplied by the thirty (30)-day British London Interbank Offered Rate minus forty (40) basis points. Client acknowledges that PBT may retain such Earnings as additional compensation for COBRA Administration under this Agreement. In the absence of Earnings, Client acknowledges that the other Fees paid to PBT under this Agreement would be greater. In the event that PBT receives an appeal of a denial of coverage from a potential beneficiary ("COBRA Appeal") (i) PBT will provide Client with a copy of the COBRA Appeal; and (ii) Client agrees that it has sole responsibility to review and provide PBT written direction on how to respond to the COBRA Appeal.

### Additional Terms and Conditions.

- 3. Client Contacts.** Client will designate contacts that will provide PBT with information and directives necessary for PBT to perform the Services (collectively "Client Information"). Client is responsible for the accuracy of Client Information provided by contacts and/or Client.
- 4. Client Information.** Client will execute and/or provide all documentation that PBT requires to perform its responsibilities under the Agreement including, where necessary, taking all corporate action. Client acknowledges that PBT may be required to obtain documents necessary to verify the identity of Client pursuant to applicable federal and/or state statutes or regulations. In a timely manner, Client will provide PBT with all necessary Client Information pertaining to Client's employees. **Client acknowledges that Client is responsible for any delay in the performance of Services and additional processing Fees incurred as a result of its failure to provide Client Information timely. PBT shall not be required to obtain**

authorization from Client to act on Client Information.

5. **Reliance on Client Information.** PBT will not be responsible for errors that result from PBT's reliance on Client Information.
6. **Review Reports.** Client will review all reports and documents provided or made available by Paychex and inform Paychex of any inaccuracies within three (3) business days of receipt or availability
7. **Software.**
  - a. **Software Licenses.** Client has received, or may receive, certain computer software relating to Services selected by Client. PBT grants Client a limited, non-transferable, non-exclusive license in all such software. Client agrees that in the event that it does not accept all of the terms and conditions of any and all PBT software, and/or third-party software, and any and all applicable license agreements provided to Client now or in the future, PBT will not be obligated to perform Services dependent upon the software.
  - b. **Right to Access Proprietary Software.** Client has received, or may receive, a limited, non-transferable, non-exclusive right to access and use PBT proprietary hosted software products via a web browser. PBT 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 PBT to deliver or otherwise make available any copies of computer programs or code from the software. Client is responsible for obtaining and maintaining all computer hardware, software, and communications equipment needed to access the software, and for paying all third-party charges (e.g. kiosk, ISP, or telecommunications charges) incurred while accessing the software.
  - c. **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 PBT or third parties. Client agrees that Client, its employees, 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 unless required by law in which case Client will immediately notify Paychex and also inform the requesting entity of its trade secret nature 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 employees and agents to satisfy its obligations under this Agreement with respect to the use, protection, and security of software. Client will notify PBT immediately of any unauthorized use or disclosure of Confidential Information and will cooperate in remedying such unauthorized use or disclosure.
  - d. **Intellectual Property Rights.** PBT owns all rights, title, and interest, including, but not limited to, copyright, patent, trade secret, and all other intellectual property rights, in the software Client receives or access for Services. If Client is ever held or deemed to be the owner of any copyright rights in the software or any changes, modifications, or corrections to the software, Client hereby irrevocably assigns to PBT all such rights, title, and interest. Client agrees to execute all documents necessary to implement and confirm the letter and intent of this section.
8. **Payment of Fees.** PBT will invoice Client monthly for the fees shown on the Fee Schedule and as outlined below ("Fees"). Client agrees to pay all amounts invoiced by PBT under the Agreement. PBT may, in its sole discretion, require a security deposit from Client, and Client waives any right to interest that may accrue on any amounts, including but not limited to Fees, and security deposits received by PBT.
  - a. **Implementation Fee.** The non-refundable implementation Fee is an amount equal to two times the estimated number of total employees at the time of order, at Per Eligible Employee Per Month ("PEEPM") and/or Per Active Employee Per Month ("PAEPM") service Fees, subject to a minimum fee of \$900 and a maximum of 12 plans. Actual count must be within ten percent (10%) of estimate; otherwise the implementation Fee will be recalculated based on the actual number of employees enrolled in at least one benefit plan for the first month of the Service. Implementation will commence upon receipt of the completed order form, implementation Fee and the fully executed Agreement.
  - b. The payment of Fees shall be due in advance for any employee who is enrolled in at least one benefit plan on the first day of each month, subject to a \$400 per month minimum. Payments shall be due within fifteen (15) days after Client's receipt of an invoice from PBT detailing amounts due. Service Fees commence when Client's Primary User(s) have been trained and the Service has been made available for use by Client. Billing of Service Fees will commence prior to the establishment of electronic data feeds and is independent of plan effective dates.
  - c. **Carrier Connection Fee.** Fee is waived for up to the first 3 carrier connections at time of order. All other additions or replacements of a carrier are a flat fee of \$1000 per carrier.
  - d. **Carrier subsidies.** Carrier subsidies may be revoked or modified at any time at the discretion of the funding carrier. In the event that a carrier is paying all or a portion of the cost of the Services on behalf of Client, Client shall provide any changes and/or additions to funding to PBT in writing within ten (10) days of such change. In the event that a carrier ceases funding, Client has the option to continue the service and provide new funding instructions to PBT or terminate the Services immediately. If Client opts to continue Services, new funding instructions must be provided within ten (10) days of termination of the carrier subsidy.
9. **Electronic Funds Transfer.** If PBT requires payment of Fees through an EFT, Client (i) will execute all documentation needed by PBT to originate EFT transactions and to verify availability of funds in Client's bank account; (ii) agrees that the funds representing the Fees will be on deposit in Client's bank account in collectible form and in sufficient amount on the day PBT's EFT is to be presented ("Funding Deadline"); and (iii) authorizes PBT to collect all Fees from Client's bank account on the Funding Deadline. All EFTs 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; (ii) to assume the responsibilities of an initiator of EFTs, if applicable; (iii) that it will not initiate any EFT that violates any law; and (iv) that PBT may identify Client to banks involved in the EFT.
10. **Payment by Wire Transfer or Other Method.** If PBT requires payment of Fees by a wire transfer or other method, Client agrees to provide PBT with all information necessary to confirm receipt of the payment prior to the Funding Deadline.
11. **Insufficient or Nonconfirmed Funds.** If sufficient funds are not available on the Funding Deadline, Paychex may take such action to collect Fees, including, but not limited to, reissuance of the EFT and assessing insufficient funds Fees. **Client acknowledges that Client is responsible for any delay in the performance of Services if PBT is unable to confirm receipt of funds prior to the Funding Deadline.**
12. **Additional Client Responsibilities.**
  - a. Client's Primary and/or administrative users shall use the system in accordance with the following guidelines: (i) Provide PBT with initial data in accordance with PBT's standard data import requirements, including all employee and dependent demographic data and current enrollment elections. If data is not submitted in electronic format, copies of employees' paper enrollment forms will be accepted; however, there is a nominal fee of \$1 per enrollment per line of coverage to cover the administrative costs of manual data entry; (ii) Provide all information necessary to assist in initial Client setup in accordance with the PBT implementation schedule; (iii) Assign a trained Primary User(s) to

perform administrative enrollment tasks and to resolve all data discrepancies after training to facilitate electronic data integration; (iv) Approve all data changes prior to the next regularly scheduled data transmission; (v) Upon confirmation of an electronic connection, make all enrollment and demographic changes through the Service only, unless otherwise instructed; (vi) Upon implementation of an Employee Benefit Plan using alternate (non-electronic) methods of submitting enrollments, Client is responsible for updating PBT with all enrollment and demographic changes, unless changes will be made by PBT, in accordance with a prior written agreement between PBT and Client, detailing such arrangements; (vii) Ensure confidentiality of employer I.D., usernames and passwords; (viii) Use only PC or Mac based hardware and Microsoft operating systems; and (ix) 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.

- b. Client must provide PBT with copies of all of Client's carrier list bills for a minimum of ninety (90) days after each electronic feed is established and again for 90 days after each connected carrier renewal.
  - c. Client is responsible for all activity occurring on Client's website and shall abide by all applicable local, state, national and foreign laws and regulations in connection with Client's use of the Service, including, without limitation, those related to COBRA, the Internal Revenue Code of 1986, as amended, ERISA, data privacy, international communications and the transmission of technical or personal data. Client shall notify PBT promptly of any unauthorized use of any password or username or any other known or suspected breach of security.
  - d. Client acknowledges that PBT does not own any data, information or material that Client or its Consultant submits to PBT in the course of using the Services. As such, PBT 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.
  - e. Client acknowledges that PBT is not required, under the terms of this Agreement, to review Client's actions or those of Client's plan administrator(s). Furthermore, PBT 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 Client's directions or that of Client's plan administrator.
- 13. Client's Default.** In the event of a Client default, PBT may, at its sole option, terminate this Agreement without notice and declare all Fees immediately due and payable. Upon a Client default, Client agrees to indemnify and hold PBT harmless and to pay PBT for all costs, losses, damages, or expenses incurred, including, but not limited to, attorneys' fees, and court costs, plus interest on all sums owed at the rate of one and one half percent (1½%) per month from the date each sum was due. PBT may, in its sole discretion, commence an action within the County of Leon, State of Florida or in any other court of competent jurisdiction for any monies due and owing from Client to PBT.
- 14. Termination.** Either party may terminate the Agreement upon sixty (60) days prior written notice; provided, however, that if the Agreement is terminated at Client's option or due to Client's default, prior to Client receiving six months of service, Client will be liable for monthly service Fees extending from the time of termination to the time that six months of service would have been accomplished. PBT may immediately terminate the Agreement, or a portion thereof, if (i) Client becomes subject to receivership, bankruptcy, or is insolvent; (ii) PBT, in its sole discretion, determines that a material adverse change has occurred in the financial condition of Client; (iii) Client fails to pay Fees when due or fails to have sufficient funds on the Funding Deadline; (iv) PBT determines, in its sole discretion, that any federal, state, or local legislation, regulatory action, or judicial decision adversely affects its interests under the Agreement; or (v) a carrier ceases funding and Client fails to provide new funding instructions to PBT within ten (10) days. Notwithstanding the foregoing, this Agreement will automatically terminate if Client's payroll services are terminated for any reason, and will have the same termination date as the payroll services. Upon termination, Client shall promptly (a) remove all the Service components from the Client's web site, (b) at PBT's discretion, remove any references to PBT marks, (c) return to PBT any materials and/or documents, regardless of form, provided by PBT to Client pursuant to this Agreement. Termination of the Agreement will not relieve Client of any obligations set forth herein, including, but not limited to, its payment obligations for Services received prior to termination and (d) pay any Fees due to PBT.
- In the event that PBT ceases doing business, Client is entitled to all enrollment data and history collected by PBT under this Agreement. PBT will provide Client with access to their data history via the reporting tool within their Paychex Flex Benefits Administration site prior to the date of termination.
- 15. Limit of Liability.** PBT's sole liability and Client's sole remedy for PBT's breach of the Agreement will be (i) for PBT to remit to the appropriate payee the funds received from Client; and/or (ii) for PBT to reimburse Client or its employees for any interest or penalties assessed by taxing authorities as a direct result of PBT's breach of the Agreement. PBT can only be held liable for breach of the Agreement and will not be held liable for (i) any negligent act or omission by PBT; (ii) the negligence of any other person or entity, including, but not limited to, Client and its employees or agents, or any person or entity that provides services in connection with or as a result of PBT's 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. **PBT will, under no circumstances, be liable for any special, indirect, incidental, consequential, or punitive damages, including lost profits incurred by Client pursuant to this Agreement or by the transactions contemplated by it, however caused, on any theory of liability (including contract, tort, or warranty), or as a result of PBT's exercise of its rights under the Agreement, even if PBT has been advised of the possibility of such damages.**
- 16. Confidentiality.** The parties shall comply with the relevant portions of Health Insurance Portability and Accountability Act (HIPAA) of 1996, and its implementing regulations, including any amendments thereto, if applicable. "Client Confidential Information" will mean all information disclosed or otherwise made available by Client to PBT that is marked confidential or is of the nature that a reasonable person would identify it as being confidential, and the name, social security number, date of birth, address, protected health information ("PHI"), bank, and/or wage information of Client and Client's employees provided to PBT by Client. PBT will use reasonable care to prevent the disclosure of such Client Confidential Information to any unauthorized person or entity. PBT may disclose Client Confidential Information to its employees, affiliates, subsidiaries, agents, and contractors to (i) perform or offer Services; (ii) offer additional products or services; (iii) integrate third party services into the Services; (iv) perform analysis to determine Client's qualification to receive future services; and (v) collect Fees and may disclose Client's payment experiences with PBT to credit reporting agencies

and supply vendor references on Client's behalf. PBT may also disclose Client Confidential Information (i) to its attorneys, accountants, and auditors; and (ii) pursuant to federal, state, or local law, regulation, 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, PBT will notify Client as legally required of such compromise or breach. The obligations set forth in this section will not apply to any Client Confidential Information that (i) Client has agreed is free of any nondisclosure obligations; (ii) at the time of disclosure was free of any nondisclosure obligations; (iii) is independently developed by Paychex or that Paychex lawfully received, free of any nondisclosure obligations, from a third party having the right to furnish such Client Confidential Information; (iv) is or becomes available to the public without any breach of this Agreement or unauthorized disclosure; or (v) is already in the possession of the requesting party.

17. **Third-Party Services.** At Client's option, Client can integrate certain third-party services into the Services. These third-party services are not provided by PBT and Client agrees and acknowledges that PBT shall not be liable for any claims arising from Client's use of third-party services or integration of the Services with third-party services. Client's ability to use third-party services may be limited according to the third-party's terms and conditions. When Client integrates with a third-party service, Client authorizes PBT to share any Client data, including Client Confidential Information, as may be needed by the third-party to provide the third-party services. PBT is not liable for any disclosure of Client Confidential Information by any such third-party. If Client does not opt to integrate third-party services into the Services, the provisions of this Section shall not apply.
18. **Client Online Account.** In the event Client and/or Client's employees access Services online or through any mobile or other electronic devices ("Online Account"), Client is solely responsible for (i) designating who is authorized to have access to the Online Account ("Authorized User(s)"); (ii) safeguarding all passwords, usernames, logins or other security features used to access the Online Account ("Online Account Access"); (iii) use of the Online Account under any usernames, logins or passwords; (iv) ensuring that use of the Online Account complies fully with the provisions of this Agreement; and (v) any unauthorized access, or use, of the Online Account caused by Authorized Users' actions or inactions, including, without limitation, its failure to safeguard Online Account or Online Account Access. Client agrees to immediately notify PBT of any actual or suspected unauthorized use of Online Account, and acknowledges that Client is solely responsible for damages resulting from Client's failure to timely notify PBT. PBT reserves the right to limit, suspend, or terminate Client's and/or Authorized User(s)' access to Online Account should PBT have reason to believe that the security or confidentiality of the 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 PBT. 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 federal, state and/or local statutes or regulations; 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 PBT is not liable to Client, Client's employees or any other third-party for any consequences, losses, or damages resulting from unauthorized access or use of Online Account as set forth in this section.
19. **Governing Law and Arbitration.** The Agreement and all aspects of the relationship between PBT and Client shall be governed exclusively by the laws of the State of New York, without regard to, or application of, its conflict of laws, rules, and principles, except for the arbitration agreement contained herein which shall be governed exclusively by the Federal Arbitration Act, 9 U.S.C. section 1 et seq. (the "FAA"). **Except as provided herein, any dispute arising out of, or in connection with the Agreement will be determined only by binding arbitration in (i) Client's location, if initiated by Paychex, or (ii) Rochester, New York if initiated by Client, in either case, in accordance with the commercial rules of the American Arbitration Association.** Arbitrable disputes include, without limitation, disputes about the formation, interpretation, applicability, or enforceability of this Agreement. A separate neutral arbitrator must be selected and appointed for each dispute. Any dispute arising under 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.
20. **Assignability.** Neither party may assign the Agreement to any third parties, other than successors, without the prior written consent of the other party. Any assignment made without such consent will be null and void.
21. **Signature.** The parties agree that Client's signature on this Agreement may be transmitted to PBT 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.
22. **Miscellaneous.** The Agreement, along with any exhibits, addendums, schedules, and amendments, 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 PBT prior to the date hereof. Neither party will be responsible for any delay or failure to perform obligations specified in the Agreement due to causes beyond the party's reasonable control. Client acknowledges that there have been no representations or warranties made by PBT or Client that are not set forth in the Agreement. PBT 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 PBT prior to the effective date of the change and pursuant to the Termination provisions. 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. Sections 1-23 will survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**Client**

Florida Housing Finance Corp

**Client Data Authorization**

By signing below, Client also authorizes Psychex Benefit Technologies, Inc. dba BeneTrac to collect and store enrollment and demographic data online on our behalf. We have instructed PBT to share the enrollment data, as needed, with all our insurance carriers and service providers.



Authorized Representative

Stephen P. Avger, Executive Director

Print Name & Title

2/19/16

Date

**Psychex Benefit Technologies, Inc., a Psychex Company**

2385 Northside Drive, Suite 100  
San Diego, CA 92108  
P: (619) 788-5800, Toll free: (877) 645-4342  
<http://www.benetrac.com>

Jeffrey J Hofer

Director of Service

Print Name & Title



Jeffrey J Hofer (Feb 22, 2016)

Authorized Representative

Feb 22, 2016

Date

## Fee Schedule Addendum to the Paychex Flex Benefits Administration Services Agreement

The fee schedule for the first term of service shall be as follows:

Funding Source(s)	Product(s)	Covered Employees	Funding Period	One time Implementation fee	Recurring Monthly Flat	Additional Carrier Connections Fee	Recurring PEPM**/ PAEPM***
Florida Housing Finance Corp	Flex Benefits Administration	All Tracked	Training Date-12 Months	\$8.00	\$0.00	\$1000.00	\$3.50
Florida Housing Finance Corp	ESR	All Active	Training Date-12 Months	\$0.00	\$100.00	\$0.00	\$1.00
<b>Total</b>				<b>\$8.00</b>	<b>\$100.00</b>	<b>\$0.00</b>	<b>\$4.50</b>

\* PE - Per Employee

\*\* PEPM - Per Employee Per Month

\*\*\*PAEPM - Per Active Employee Per Month (applies to ESR)

\*\*\*\*Pursuant to Paychex ESR Addendum, ESR cost for Paychex payroll clients is billed separate from the Paychex Flex Benefits Administration Services.

\_\_\_\_\_  
Authorized Representative

Stephen P. Auger, Executive Director  
Print Name & Title

2/19/16  
Date

### Memorandum of Understanding

1. Client understands that the Service Fees begin once the site is delivered, all data is imported into the system and Primary User(s) are trained. No electronic data integrations will be delivered before this point. HR or other administrative users will be responsible for helping to reconcile discrepancies to facilitate the electronic data integration process.
2. Client understands that Service Fees are based on any employee with at least one approved (Active or COBRA) enrollment, regardless of effective date on the 1<sup>st</sup> of the month.
3. Client understands that Payroll and COBRA vendor integration will not be started until all data is reconciled and all other electronic data integrations are completed.
4. Client understands that the electronic data integrations that have been presented as available are based on historical projects and current relationships. PBT does not control the insurance carriers or service providers and cannot guarantee the existence or the continued availability of any electronic data integration with them.
5. Client understands that the time needed to integrate all of my insurance carriers, payroll and COBRA vendors is variable. The process is potentially impacted by events outside the control of PBT and cannot be predicted with certainty. PBT's commitment is to diligently pursue integrating each insurance carrier or service provider regardless of timeframe.



## Exhibit A – PBT Data Privacy Policy

### **Privacy Statement**

This Privacy Statement describes how Paychex and our subsidiaries and affiliates collect, use, share and protect business, financial, and personal information. This statement applies to all information collected or submitted on this website and mobile applications (“Site”). This notice is available on the homepage of this Site and at every login page where personally identifiable information may be requested.

Your privacy, and the privacy of the information provided, is important to us. We use reasonable care to protect your data from loss, misuse, unauthorized access, disclosure, alteration and untimely destruction. We grant access to personal information about you only to our employees, agents, and service providers so they can provide products or services, process and service your account, and administer our business.

At times, we will provide you with links to other websites. We encourage our users to be aware when they leave our site, and to read the privacy statements of every website that collects personally identifiable information.

- Information Collection and Use
- Parties with Whom Information May be Shared
- How to Access and Correct Your Information
- Security
- Changes to this Privacy Statement

### **INFORMATION COLLECTION AND USE**

#### **What information is collected**

We limit the collection of personal information to the information that we need to administer and improve the Site, to provide our products and services (“Services”) to our customers, and to fulfill any legal and regulatory requirements.

The categories of personal information that we collect may include, but are not limited to:

- Contact information to allow us to communicate with you
- Employer information, including financial and bank account information, to provide the Services
- Employee information, including social security number, date of birth, financial, bank account, medical and beneficiary information, to provide the Services
- Credit, debit, or cash/payment card information if used, such as for billing
- Credit or debit history regarding your creditworthiness or credit history
- Employment history and application information that can be used to determine eligibility for a job opening via our recruiting module

#### **How personal information is collected**

In order to access or use certain information, features or Services at the Site, you may be required to provide personal information. Personal information is primarily collected:

- When you utilize the Services, we obtain from you the information we need to provide the Services.
- From applications, forms and other information you provide us on the Site
- When you establish an account, or an account is established for you at the direction of your employer, to receive Services
- From survey information and/or site registration
- If you provide us with comments or suggestions, request information about our Services, or contact our customer service department via phone, email or other forms of communication
- From consumer and business reporting agencies regarding your creditworthiness or credit history
- From third parties to verify information given to us
- From information you may provide via Social Media. For information regarding safe and productive participation in our social media community, view our Social Media Guidelines.

#### **How personal information is used**

We use the information provided on the Site to perform the Services you request. We limit the collection of private customer information that we need to:

- Facilitate customer requested transactions, investments, distributions and benefits
- Provide superior service to our customers
- Comply with legal, reporting and regulatory requirements
- Administer and improve our websites
- Detect fraud or theft to protect our business and client information
- Contact you with information on Services, new Services or products, or upcoming events
- Facilitate applicant tracking and recruitment

#### **How aggregated, non-personal information is used**

We may collect general, non-personal, statistical information about the users of the Site and our services in order to determine information regarding the use of our Site and general information about our customers. We may also group this information to provide general aggregated data, such as the Paychex Small Business Jobs Index or the SurePayroll Small Business Scorecard. The aggregated data will not personally identify any customers or visitors to the Site.

#### **How cookies are used**

A “cookie” is a piece of data that our Site may provide to your browser while you are at our Site. The information stored in a cookie is used for user convenience purposes, such as reducing repetitive messages, tracking helper tool versions, and retaining user display preferences. If a user rejects the cookie, they will be able to browse the Site but will be unable to use our online application.

Other parties, such as third party ad networks, may collect information about an individual’s online activities when a consumer uses our website.

#### **Children under 13 years of age**

This site is not intended for children under 13 years of age. We do not knowingly collect personal information from children under 13 years of age. All dependent data needed for benefits enrollment is customarily provided by the employee/guardian and kept secure as indicated in this Statement.

**Your California privacy rights**

Under California Civil Code 1798, California residents with an established business relationship can request information about sharing their personal information with third parties for the third parties' direct marketing purposes. If you are a California resident and would like more information, please contact your service provider.

**PARTIES WITH WHOM INFORMATION MAY BE SHARED**

We do not sell or disseminate customer information collected on the Site to any third parties under any circumstances, except to fulfill legal and regulatory requirements or to facilitate customer requested transactions.

Information is shared to facilitate the Services needed in order to properly and efficiently handle duties related to your account. We may share information with:

- Government agencies to fulfill legal, reporting and regulatory requirements
- Attorneys, accountants and auditors
- Credit reporting agencies to supply vendor references on client's behalf
- Our employees, affiliated companies, subsidiaries, agents and third party service vendors to perform Services related to your account, to offer additional Services, perform analysis to determine qualification to receive future services or collect amounts due.
- Banking and brokerage firms to complete payroll processing and securities transactions
- Credit bureaus and similar organizations, law enforcement or government officials. We reserve the right to release information if we are required to do so by law or if, in our business judgment, such disclosure is reasonably necessary to comply with legal process, in a fraud investigation, an audit or examination.

**HOW TO ACCESS AND CORRECT YOUR INFORMATION**

Keeping your information accurate and up-to-date is very important. You can review or correct your account information by contacting a customer service representative. If you have an account at the Site, you can make changes to your account information after you login to the Site from your PC or wireless device and using the online tools. Note that some information changes may be done by or have to be done through your employer.

**SECURITY**

For information about our commitment to protecting the security and integrity of our customers' information, please refer to the Security Center.

**CHANGES TO THIS PRIVACY STATEMENT**

This statement may be revised from time to time due to legislative changes, changes in technology or our privacy practices or new uses of customer information not previously disclosed in this Statement. Revisions are effective upon posting and your continued use of this Site will indicate your acceptance of those changes. Please refer to this Statement regularly.

If you have any comments, concerns or questions about this Privacy Statement, please contact your service provider.

Last revised date: August 27, 2014



## **ESR POS Client Information**

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Company Name: Florida Housing Finance Corp  
Office/Client Number: FHFC1350 Federal ID Number

### **Fees and Bank Information**

#### **Setup Fee**

135 Number of employees

\$500.00 Total Setup

#### **Complete Analysis & Monitoring**

\$100.00 Monthly Monitoring Admin Fee

\$1.00 Per EE Monthly Monitoring Fee

Bank Name

Account Number

Routing & Transit Number

Read and sign this form.

## Paychex ESR Services Addendum

Company Name Florida Housing Finance Corp

Office/Client Number FHFC1350

Federal ID Number

Client and Paychex, Inc. and each of its subsidiaries ("Paychex") agree to amend Client's then current Agreement<sup>1</sup> by adding the Employer Shared Responsibility ("ESR") Services ("ESR Services") to Client's Agreement, subject to the terms and conditions of this Addendum and the Client's Agreement.

- 1. Services.** Client employs Paychex to provide Complete Analysis and Monitoring Services and ESR End of Year Reporting Services which consists of either the File Ready Forms Service or the Direct File Service (collectively the "ESR Services"). Client must elect either the File Ready Forms or Direct Filing Services by checking below. In the event Client fails to select a specific End of Year Reporting Service Paychex will provide the File Ready Forms Service. The terms and conditions of the ESR Services are described in Section 2 of this Addendum.

### ESR End of Year Reporting

**File Ready Forms**

OR

**Direct Filing**

Paychex will not commence any of the ESR Services until Paychex receives all documents necessary to begin each of the Services and notifies Client of the date Paychex will commence each of the Services ("Service Effective Date"). Client acknowledges that each of the ESR Services may have separate Service Effective Dates and Paychex may commence performance of one (1) or more ESR Services without obligating itself to commence all ESR Services selected by Client. **Until the ESR Services Effective Date, Client shall continue to provide for itself the ESR Services requested of Paychex. Paychex assumes no responsibility for ESR Services prior to the ESR Services Effective Date.**

By signing this Addendum (Rev. 2/15), Client warrants that it possesses full power and authority to enter into this Addendum to its Agreement and has read and agrees to the terms and conditions listed in this Addendum as set forth in Sections 1-3. This Addendum shall supersede any previous Paychex ESR Services Addendum. The person signing below as the Client's representative warrants, as an individual, that he or she is the Client's representative authorized to sign this Addendum for the Company listed above and that his or her signature is genuine.

Authorized Officer's Name **Stephen P. Ager**  
PRINT

Title **Executive Director**

Authorized Officer's Signature



Date **2/19/16**

<sup>1</sup>"Agreement" shall refer to the then current service agreement between (i) Paychex, Inc., ("Paychex"), located in, Rochester, New York and the Company identified on the Paychex Service Agreement for the provision of payroll, Taxpay®, Readychex®, human resource or insurance administration services

2. **ESR Services Product Terms and Conditions.** Client acknowledges and understands that, to the extent that it is an entity that is treated as a single employer under Internal Revenue Code (IRC) section 414(b), (c), (m), or (o) ("Controlled Group"), the parent entity of the Client's Controlled Group will receive ESR reporting which includes all of the reporting Paychex provides Client as part of the ESR Services if the parent company elects to receive the ESR Services.

2.1. **ESR Complete Analysis and Monitoring Services.** If Client selects ESR Complete Analysis and Monitoring Services, Client authorizes and directs Paychex to perform the ESR Services set forth below. **Paychex is not rendering legal or financial advice in connection with the ESR Services nor shall Paychex be deemed a fiduciary of Client or the employer or co-employer of Client's employees for purposes of providing the ESR Services.** Paychex shall not be responsible for Client's compliance with federal, state, or local statutes, regulations, or ordinances. The ESR Complete Analysis and Monitoring Services consist of the Services set forth below.

2.1.1 **Full-Time Employee Analysis and Monitoring.** Paychex will provide Client reporting that monitors all current and new employees within Client's selected measurement, administrative, and stability periods and calculate whether an employee is a full-time employee.

2.1.2 **Coverage Adequacy Analysis and Monitoring.** Paychex will provide Client reporting to assist Client in determining the adequacy of the health coverage Client is offering to its employees. The reporting will evaluate whether Client's health insurance is providing minimum essential coverage, is of a minimum actuarial value and is affordable as set forth in the then current Employer Shared Responsibility regulations. The Coverage Adequacy Analysis and Monitoring Service is available only to clients of Paychex Business Solutions, LLC who are on the PBS Sponsored benefit plan and Clients who have purchased group health insurance through Paychex Insurance Agency, Inc.

2.2 **ESR End of Year Reporting Services.** Paychex will (i) provide Client reporting that monitors full time employee status and coverage offered information for each employee active during the current calendar year; and (ii) estimate how many full time employees Client will be required to furnish 1095-C form information. Client acknowledges that the report provided is subject to the information provided by Client and may require additional input to finalize the calculations of employee status and information related to coverage offered. Paychex will evaluate full calendar year information and provide Client reporting that communicates potential errors and omissions that may hinder Paychex ability to assist in filing 1094-C and 1095-C form information. Client authorizes and directs Paychex to provide either the File Ready Form Services or the Direct Filing Services checked above pursuant to IRC Section 6056 for reporting information related to health insurance coverage offered under employer-sponsored plans. Paychex shall not be responsible for Client's compliance with federal, state, or local statutes, regulations, or ordinances. In the event Client fails to select a specific reporting service Paychex will provide the File Ready Form Service.

2.2.1 **File Ready Forms.** Paychex will provide Client a form 1094-C for the employer filing and 1095-C for each individual considered a full time employee under IRC section 49801I;

**OR**

2.2.2 **Direct Filing.** Paychex will prepare and (i) file form 1094-C for Client; (ii) file form 1095-C for each individual considered a full time employee under IRC section 49801I with the proper taxing authorities. Paychex is not responsible for the payment of penalties or the filing of returns prior to the ESR End of the

Year	Reporting	Services	Effective	Date.
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Notwithstanding the above, Client acknowledges and understands that to the extent it fails to furnish complete calendar year information, Paychex will be precluded from fulfilling its obligations as contracted for herein. In such case, Paychex will notify client of its inability to perform and Client shall assume responsibility for completing and timely filing its forms. No fees will be refunded. Paychex will provide Client access to all information Client had provided. Additionally, should the services terminate prior to the end of a calendar year, Paychex will not complete forms 1094-C or 1095-C, but will provide Client access to its information for a period of six (6) months after termination. Should client require information after this time frame, Paychex may, in its sole discretion, apply an information retrieval fee at its then current rate.

3. **Fees and Electronic Funds Transfer.**

3.1 **Fees.** Client will pay all applicable fees for the ESR Services ("Fees"), unless otherwise included in their Agreement's Fees, through an Electronic Funds Transfer (EFT), or such other payment method as required by Paychex when due. Paychex' Fees are subject to change upon thirty (30) days written notification to Client.

3.2 **Electronic Funds Transfer.** If Paychex requires payment of Fees through an EFT, Client will execute all documentation needed by Paychex to originate EFT transactions. Client authorizes Paychex to collect all Fees from Client's bank account on the date that an EFT to collect the Fees is presented ("Funding Deadline"). Client agrees that

the funds representing the Fees will be on deposit in Client's bank account in collectible form and in sufficient amount on the Funding Deadline. All EFTs 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 EFT's; (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.








# FHFC1350 FlexBenAdmin SA 2016

Adobe Document Cloud Document History

2/22/16

Created:	2/19/16
By:	John Helmantoler (jhelmantoler@paychex.com)
Status:	SIGNED
Transaction ID:	CBJCHBCAABAAoABWLWDnuMnMEo221OVVFZZZ7fiVUZeh

## “FHFC1350 FlexBenAdmin SA 2016” History

-  Document created by John Helmantoler (jhelmantoler@paychex.com)  
2/19/16 - 1:24:06 PST - IP address: 141.123.88.4
-  Document emailed to Jeffrey J Hofer (jhofer@benetrac.com) for signature  
2/19/16 - 1:25:05 PST
-  Document viewed by Jeffrey J Hofer (jhofer@benetrac.com)  
2/22/16 - 8:13:07 PST - IP address: 141.123.88.4
-  Document e-signed by Jeffrey J Hofer (jhofer@benetrac.com)  
Signature Date: 2/22/16 - 8:13:31 PST - Time Source: server - IP address: 141.123.88.4
-  Signed document emailed to Jeffrey J Hofer (jhofer@benetrac.com) and John Helmantoler (jhelmantoler@paychex.com)  
2/22/16 - 8:13:31 PST



**Reporting Agent Authorization**  
(In accordance with IRS Form 8655)

OMB No. 1545-1058

**Taxpayer**

1. Employer identification number (EIN) **59-3451366** 2. Other identification number (State ID)  3. If you are a seasonal employer, check here

4. Name of taxpayer (as distinguished from trade name) **FLORIDA HOUSING FINANCE CORPORATION** 5. Trade name, if any (DBA)

6. Address (number, street, and room or suite no.) **227 N Bronough St STE 5000** City or town **Tallahassee** State **FL** ZIP code **32301**

7. Contact person **Stephen P Auger** 8. Telephone number **(850)488-4197** 9. Fax number **000-000-0000**

**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. Use the entry lines below to indicate the tax return(s) to be filed by the reporting agent. Enter the beginning year of annual tax returns or beginning quarter of quarterly tax returns. See the instructions for how to enter the quarter and year. Once this authority is granted, it is effective until revoked by the taxpayer or reporting agent.

**940**  **941**  /  **943**  **944**

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

15. Use the entry lines below to enter the starting date (the first month and year) of any tax return(s) for which the reporting agent is authorized to make deposits or payments. See the instructions for how to enter the month and year. Once this authority is granted, it is effective until revoked by the taxpayer or reporting agent.

**940**  /  **941**  /  **943**  /  **944**

**Disclosure of Information to Reporting Agents**

16a. Check here to authorize the reporting agent to receive or request copies of tax information and other communications from the IRS related to the authorization granted on line 14 and/or line 15

b. Check here if the reporting agent also wants to receive copies of notices from the IRS

**Form W-2 series or Form 1099 series Disclosure Authorization**

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

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

**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 line 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 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 **Executive Director** Date

Company Name **FLORIDA HOUSING FINANCE CORPORATION** Office-Client number **0039** -

**TIA**  
 Reviewed Government Issued ID

**Enroll Client and/or Grant Accountant Access**

This form is used to enroll yourself in any online services in Paychex Online or to give your accountant online access. The "standard accountant access" includes Online Reports and General Ledger Service.

- Client Enrollment (Complete Sections 1 and 2 (options 1 or 2), if applicable)  Accountant CPA Access (Complete Section 2)

**Give this form to a Paychex Sales Representative or mail it to your local Paychex office.**

Sales Representative Name **Sarah Carruthers**

**Section 1. Client Enrollment Information**

Client Account Number \_\_\_\_\_ Service Location **Orlando Branch 0039**  
 Client Company Name **Florida Housing Finance Corpor...** Job Title **Human Resources Administrator**  
 First Name **Jessica** MI(optional) \_\_\_\_\_ Last Name **Cherry**  
 Date of Birth(MM/DD/YYYY) **2016-01-01** Social Security Number **555-55-5555**  
 (Date of birth and social security number are required for the self username/password reset option with Paychex Online)  
 Address **227 N Bronough St STE 5000** City **Tallahassee** State **FL** Zip Code **32301**  
 Primary Phone **(850)488-4197** Secondary Phone(optional) \_\_\_\_\_  
 Primary E-Mail **jessica.cherry@floridahousing.org** Fax Number \_\_\_\_\_  
 User Name: First Choice **floridahousing1** Second Choice **floridahousing2**  
 (between 6-18 characters) (between 6-18 characters)

Note: User e-mail address and user name must be unique. Your Paychex representative may contact you if either of your selections are already in use.

Is this a Same FEIN Relationship  Yes  No Proved the parent Client ID

Is this a Corporate Administrator in a Same FEIN Relationship:  Yes  No

Note: A Corporate Administrator in a Same FEIN Relationship will have access to all of the information on all of the Clients in that relationship.

Other Accounts to be Linked to \_\_\_\_\_

Recommended system requirements for Paychex Online products can be found at [www.paychex.com](http://www.paychex.com)

Enroll me in the following product(s):

- Receive reports through the Internet only (Internet Client)
  - Receive printed reports with payroll and through the Internet (Printing Client)
  - Report Writer
  - Reports On-Demand
  - Data Exports
  - Paychex Online Payroll®
    - Company Service (optional but client must have Online Payroll to subscribe)
  - Employee Maintenance Access (non-online payroll client)
  - General Ledger Service (\$15/month)
  - HR and Benefit Essentials on Web site (only available for some bundle packages)
  - Employee Access Online (choose from the options below)
    - Employee Online W-2s
    - Employee Personal and Payroll Information
    - Employee Online Check Stubs:
    - Employee Direct Deposit Edits (only available for ASO, PEO, and HRO clients)
- Select release date to make check stubs available:  
 Check Date

**Section 2. Accountant Access and User Information**

If an accountant requires access to Paychex Online, complete this section to create a user account if one does not already exist.

Firm Name			
First Name	MI	Last Name	
Date of Birth			
Address		City	
Address 2		State	Zip Code
Primary Phone		Primary E-mail	
User Name: First Choice		Second Choice	
Between 8-18 characters		Between 8-18 characters	

**SCAN & RETAIN ELECTRONICALLY  
 SHRED PAPER COPY AFTER SCANNING**

**The following options are for accountant access to a client's Online Reports and General Ledger services.**

**Note:** If an existing accountant user accesses data via [online.paychex.com](http://online.paychex.com), Option 2 must be selected. If an existing accountant user accesses data via [www.paychexflex.com](http://www.paychexflex.com) (our new Single Sign On site), then either Option 1 or 2 may be selected.

**Option 1**

I, the client, will grant my accountant access to the appropriate online services.

**Instructions:** You do not need to complete the additional information in this section. Contact your accountant and instruct him/her to log into Paychex Online, select the Company Linking icon ( ) and enter your client number to request access to your account. Once you approve this request, you can grant your accountant access to the appropriate online services.

**Option 2**

I, the client, prefer that Paychex grant my accountant access to the appropriate online services.

**Instructions:** The client **must** complete the following information if Option 2 is selected.

**Client Account Number** \_\_\_\_\_ **Service Location** \_\_\_\_\_  
**Client Company Name** \_\_\_\_\_ **Accountant Phone** \_\_\_\_\_  
**Accounting Firm Name** \_\_\_\_\_  
**Accountant User Name** \_\_\_\_\_  
**Accountant First Name** \_\_\_\_\_ **MI** \_\_\_\_\_ **Last Name** \_\_\_\_\_

**If this was identified as a SAME FEIN Relationship in Section 1, will the accountant have access to all of the information on all of the Clients in that relationship?**  Yes  No

If no, specify which entities the accountant is granted access to.

**Client Account Number** \_\_\_\_\_ **Client Company Name** \_\_\_\_\_

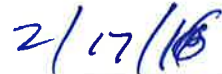
I authorize Paychex to grant my accountant to access to the online services checked below and affirm that the accounting firm/accountant listed is authorized to access my payroll data, using the services selected below, until I directly notify Paychex otherwise:

Please select the online services you want your accountant to access:

- Reporting (Online Reports)  General Ledger Service  Report Writer  
 Run On-Demand Reports and/or Data Exports  People - Service Grant Access



Client's Signature



Date



## Multi-Employee Bank Account Information Coversheet

### EMPLOYER - REQUIRED INFORMATION

**PLEASE PRINT**

Company Name Florida Housing Finance Corporation

Service Location/Client Number Orlando Branch 0039 / \_\_\_\_\_

Federal ID Number 59-3451366

Phone Number (850)488-4197

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:** Refer to the Direct Deposit Signup/Change Form (DP0002) for single employee enrollment in Direct Deposit; this form is for multi-employee enrollment.

### 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 \_\_\_\_\_

2/07/16

**Proposal for Services**

Company Name Florida Housing Finance Corporation  
 Title Executive Director  
 E-Mail Address steve.auger@floridahousing.org

Contact Stephen P Auger  
 Phone No. (850)488-4197  
 CPA Name \_\_\_\_\_  
 No. of Checks 135 Payroll Frequency Bi-Weekly

**Every Pay Period**

- Payroll checks and earnings statements.
- Payroll journals, department summaries, cash requirements and deposits reports, new-hire/rehire reports, client time sheets.
- Employee payment options: direct deposit, check signing and insertion, and Readychex®.
- New-hire reporting that meets federal and state compliance requirements.
- Electronic access to payroll reports, including up to four years of information, replacement W-2s, 1099s, and more.
- Labor law poster with hard copy or electronic option, plus necessary updates.
- Web site for information on HR news and issues in the workplace plus personnel forms.

**Each Deposit Period**

*We automatically deposit all tax liabilities on your behalf, including:*

- FICA, federal, FUTA.
- State, SUI, disability, and local payroll taxes (if applicable).
- For your records, a record of all deposits made.

**On a Quarterly Basis**


*We automatically prepare, file, and supply:*

- Federal and state payroll tax returns.
- Local tax returns where applicable.
- Copies of all filings for your records.
- Detailed employee earnings records, custom date range capability.

**Once a Year**

*We automatically prepare, file, and supply:*

- Employer federal and state W-2s with W-3 recap.
- Form 940 Federal Unemployment Tax Return.
- Employee W-2s/1099s in sealed envelopes.
- Copies of all filings for your records.

Proposal presented on     /    /       
 Valid for 30 days.

Signature \_\_\_\_\_

**Paychex Productivity**

**Processing Fee**

• Payroll Processing	\$	<u>Included</u>
• Taxpay®	\$	<u>Included</u>
• Direct Deposit	\$	<u>Included</u>
• Readychex®	\$	<u>Included</u>
• Check Signing	\$	<u>NA</u>
• Check Insertion	\$	<u>Included</u>
• New Hire Reporting	\$	<u>Included</u>
• Online Reports	\$	<u>Included</u>
• Reports on Demand	\$	<u>Included</u>
• Data Exports	\$	<u>Included</u>
• Report Writer	\$	<u>Included</u>
• Check Logo	\$	<u>NA</u>
• Labor Compliance Poster Kit	\$	<u>Declined</u>
• HR & Benefits Essentials <sup>SM</sup> Web site	\$	<u>Included</u>
• Employee Access Online	\$	<u>Included</u>
• 401(k) Reporting	\$	<u>Included</u>
• GL Report	\$	<u>NA</u>
• GL Service	\$	<u>    </u>
• GL Custom Interface	\$	<u>Included</u>
• Labor Distribution	\$	<u>Included</u>
• Job Costing	\$	<u>Included</u>
• HRO	\$	<u>Included</u>
• ESR	\$	<u>    </u>
• Workers' Comp Payment Service	\$	<u>NA</u>
• SUIS	\$	<u>Included</u>
• Workers' Comp Report Service	\$	<u>Included</u>
• Time Off Accrual	\$	<u>    </u>
• Garnishment Payment Service	\$	<u>Included</u>
• Onboarding	\$	<u>    </u>
• Paychex Flex <sup>SM</sup> Time	\$	<u>Included</u>

Prior Year Load:	\$	<u>    </u>
HRO Setup Fee:	\$	<u>    </u>
TOA Setup Fee:	\$	<u>35.00</u>
Payroll Delivery Method <u>Courier</u>	\$	<u>    </u>
Estimated Per-Pay-Period Total	\$	<u>    </u>
QE Delivery _____	\$	<u>    </u>
YE Delivery _____	\$	<u>    </u>
Activation Fee (One-time)	\$	<u>Select or type</u> ▼
Annual Fee	\$	<u>    </u>
Employee W-2/1099		<u>    </u>
( <u>\$60.00</u> base + <u>\$6.25</u> /employee) - <i>Subject to Change</i>		

Sales Representative Sarah Carruthers



# Proposal

## PRICING

Florida Housing Finance Corporation  
227 N Bronough St.  
Tallahassee, FL 32301

Proposal date 11/25/2015  
Valid until 01/24/2016  
Pay frequency 26  
Employees 135  
Total Multi EE's

Sarah Carruthers  
Major Market Solutions  
scarruthers@paychex.com  
229-563-7417

### Notations:

Totals displayed do not include sales tax where applicable.

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

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

PER PAY PERIOD CHARGES	Minimum	Base	Units	Rate/Unit	Total	Discount	Net Total
<b>Productivity Package</b>	\$	191.00	135	\$ 6.27	\$ 1,037.45	35%	\$ 674.34
<b>Includes:</b>							
Payroll Processing		Time Off Accrual		Paychex Flex Time			
Taxpay		New Hire/Change Transmission		HR Library			
Direct Deposit		401(k) Report		Labor Compliance Poster Kit			
Paycard		GL Report or GL Service		Full Service SUI			
Readychex		WC Report or WC Payment Service		Employee Access			
Check Signing		Online Reports		Garnishment Payment Service			
Check Insertion		Check Logo		Reports On-Demand			
Job-Costing/Labor Distribution		HRO		Data Exports, Report Writer			
Paychex Flex Time - Time Off Accrual			135	\$ 0.25	\$ 33.75		\$ 33.75
Paychex Flex Time - Mobile			135	\$ 0.50	\$ 67.50		\$ 67.50
<b>Per pay period total</b>					<b>\$ 1,138.70</b>		<b>\$ 775.59</b>

MONTHLY CHARGES	Minimum	Base	Units	Rate/Unit	Total	Discount	Net Total
<b>Onboarding</b>							
First HR/Recruiter and/or Admin User			1	\$ 100.00	\$ 100.00		\$ 100.00
<b>Recruiting</b>							
First HR/Recruiter and/or Admin User			1	\$ 200.00	\$ 200.00		\$ 200.00
<i>10 Free Quick Response Users</i>							
ESR Analysis & Monitoring Service	\$ 100.00		135	\$ 1.00	\$ 235.00		\$ 235.00
Flex Benefits Administration	\$ 400.00		135	\$ 3.50	\$ 472.50		\$ 472.50
<b>Monthly total</b>					<b>\$ 1,007.50</b>		<b>\$ 1,007.50</b>

ANNUAL CHARGES	Minimum	Base	Units	Rate/Unit	Total	Discount	Net Total
Forms W-2 or 1099	\$	60.00	135	\$ 6.25	\$ 903.75	100%	\$ -

ONE-TIME CHARGES	Minimum	Base	Units	Rate/Unit	Total	Discount	Net Total
<b>Implementation</b>							
Implementation, Customization & Training					\$ 670.00		\$ 670.00
Onboarding					\$ 1,000.00		\$ 1,000.00
Recruiting - Implementation and Modules					\$ 2,500.00		\$ 2,500.00
Flex Benefits Administration	\$ 900.00		135	\$ 8.00	\$ 1,080.00		\$ 1,080.00
Carrier Connections, first 3				\$ -	\$ -		\$ -
<b>One-time total</b>					<b>\$ 5,250.00</b>		<b>\$ 5,250.00</b>
<b>Annualized charge</b>					<b>\$ 42,599.95</b>		<b>\$ 32,255.34</b>

**Step 1: Select a system.**

**Order Form for Paychex Flex Time**

Office/Client Number 944-18081607  
 Federal ID Number 59-3451366  
 Paychex Representative John Taylor PRINT

**Part A - Choose a stratustime solution (select one) recurring fees associated**

Description	Lease Price	Purchase Price	Qty	Total
<b>Software Access</b>	Per Employee/Monthly	Per Employee/Monthly		
Usage of Paychex Flex Time per employee per month (PEPM)(*minimum monthly fee \$99 for 0 to 25 employees)	\$4.00	\$4.00		
Usage of Paychex Flex Time with Time Off Accruals Module	\$0.50 x PEPM	\$0.50 x PEPM	125	0.00
Usage of Paychex Flex Time with Points Tracking Module	\$0.25 x PEPM	\$0.25 x PEPM		
Usage of Paychex Flex Time with Mobile Module	\$1.00 x PEPM	\$1.00 x PEPM		
Usage of Paychex Flex Time with IVR	\$0.09 per minute	\$0.09 per minute		
	Monthly/Per Terminal			
Web kiosk	\$50.00			
<b>Clock</b>	Monthly/Per Clock	One Time/Per Clock		
Proximity 2000 Purchase		\$2,000.00		
Proximity 2000 Lease	\$100.00			
25 proximity badges will be included at no charge with clock.				
Proximity 2000 Maintenance - Annually		\$300.00/annually		
Biometric 2500 Purchase		\$2,400.00		
Biometric 2500 Lease	\$140.00			
25 badges will be included at no charge with clock.				
Biometric 2500 Maintenance - Annually		\$360.00/annually		
Proximity 2000 HID Lease (no badges come with HID clock)	\$120.00			
Proximity 2000 HID Purchase (no badges come with HID clock)		\$2200.00		
Proximity 2000 HID Maintenance - Annually		\$330.00/Annually		
Biometric 2500 HID Lease (no badges come with HID clock)	\$160.00			
Biometric 2500 HID Purchase (no badges come with HID clock)		\$2600.00		
Biometric 2500 HID Maintenance - Annually		\$390.00/Annually		

**Part B - One time fees (paid in first month's invoice)**

Setup Fee	One Time	One Time		
<b>Active Employee Count</b>				
1-25 employees	\$600.00	\$600.00		
26-99 employees	\$1,000.00	\$1,000.00		
100-250 employees	\$2,000.00	\$2,000.00		
251-500 employees	\$4,000.00	\$4,000.00		
501-999 employees	\$7,000.00	\$7,000.00		
1000+ employees	\$10,000.00	\$10,000.00		
<b>Accessories</b>	One Time	One Time		
25 Proximity Badges	\$62.50	\$62.50		
25 HID Badges	\$125.00	\$125.00		
50 HID Badges	\$250.00	\$250.00		
Badge Rack - Mounts vertically; holds up to 40 badges (36" x 3")	\$55.00	\$55.00		
Battery Backups with Charger Board	\$110.00	\$110.00		
2 GB SD Card		\$20.00		
12V DC External Battery Backup		\$100.00		
12V POE Adapter		\$250.00		

**Part C - Shipping Method**

Ground - Shipping \$25.00 per delivery location

<b>Monthly Package Fee</b>	\$ 0.00
(Total of A)	
<b>One Time Fee</b>	\$ 0.00
(Total of B & C)	
<b>Total First Month Fee</b>	\$ 0.00
(Total of A, B, & C)	
Client will be charged all applicable taxes.	

Initial here to confirm your acceptance of the fees specified above and the payment terms contained in the Paychex® stratustime® Agreement.

*[Handwritten Signature]*  
INITIALS

**E-mail: TAA\_Orders@paychex.com**



# Paychex® Services Agreement Addendum for Paychex Learning

Company Name Florida Housing Finance Corporation

Office/Client Number 944-18081607

Federal ID Number \_\_\_\_\_

Client hereby requests to amend the Paychex Services Agreement between Client and Paychex or its affiliates (collectively "Paychex") (referred to as "Agreement") and the parties agree to amend the Agreement by adding the terms and conditions for the Service(s) selected below ("Addendum"). The Agreement, as amended by this Addendum, will continue until terminated by Client or Paychex in accordance with the provisions of the Agreement.

Paychex Learning System Services	Type of Service	Check or Initial below to indicate selected Service(s)
Paychex Learning Essentials	Included	
Paychex Learning Enhanced	Optional	X

**Paychex Learning Essentials.** Paychex and/or its authorized third-party vendor will provide access to the Paychex Learning System, a web-based library of training resources and information and a tool for providing and tracking Worker trainings ("Learning Essentials" or "Service"), if this Service is selected by Client. Client agrees that its designated administrator and/or purchaser within the Paychex Learning System shall have full authority to purchase trainings for Client's Workers on Client's behalf. Additional Fees may apply and will be set forth in the fee schedule or its equivalent. Client acknowledges that the Service is provided by a third-party vendor of Paychex. Client agrees to remit payment directly to Paychex. Client agrees and acknowledges that, by offering this Service, Paychex is not intending to provide legal advice, and Client is solely responsible for its use of, or reliance on, the information contained in the Paychex Learning System, including but not limited to the accuracy or applicability of any trainings used by Client. Client is responsible for compliance with all applicable laws or regulations, and acknowledges that neither Paychex nor its third-party vendor will review the trainings for compliance or any other reason. Client will be eligible for this Service so long as: (i) Client remains a Client of Paychex; (ii) Client complies with the terms of this 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 that third-party vendor shall require; and (iv) the third-party agreement is not terminated for any reason. Upon termination of the Service or the Agreement, Client will no longer have access to the Service or any of the content, but may print or download tracking transcripts prior to termination.

**Paychex Learning Enhanced.** In addition to the Paychex Learning Essentials Service described above, Paychex and/or its authorized third party vendor will provide Client with the ability to add or create custom trainings ("Learning Enhanced" or "Service"), if this Service is selected by Client. Client agrees that its designated administrator, author and/or purchaser within the Paychex Learning System shall have full authority to purchase and/or create trainings for Client's Workers on Client's behalf. Additional Fees may apply and will be set forth in the fee schedule or its equivalent. Client acknowledges that the Service is provided by a third-party vendor of Paychex. Client agrees to remit payment directly to Paychex. Client agrees and acknowledges that, by offering this Service, Paychex is not intending to provide legal advice, and Client is solely responsible for its use of, or reliance on, the information contained in the Paychex Learning System, including but not limited to the accuracy or applicability of any trainings used by Client. Client is responsible for compliance with all applicable laws or regulations, and acknowledges that neither Paychex nor its third-party vendor will review the trainings for compliance or any other reason. Client will be eligible for this Service so long as: (i) Client remains a Client of Paychex; (ii) Client complies with the terms of this 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 the third-party vendor shall require; and (iv) the third-party agreement 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.

The individual entering into this Addendum (Rev. 10/18) represents and acknowledges that he or she has the authority to enter into this Addendum on behalf of the Client and bind Client to this Addendum. Client warrants that it possesses full power and authority to enter into this Addendum, and has read and agrees to the terms and conditions set forth herein.

Authorized Officer's Name Hugh R. Brown Title General Counsel  
PRINT  
 Authorized Officer's Signature  Date 3/28/19