



Bi-Weekly HRMS, Payroll & Time Solution Proposal to be invoiced through SHI for: Township of West Orange

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Date: 10 / 17 / 2024

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I. About Primepoint

A. Primepoint's Technology

PRIMEPOINT IS A HUMAN RESOURCE AND PAYROLL MANAGEMENT COMPANY OFFERING
PROPRIETARY CLOUD-BASED TECHNOLOGY THAT INTERGRATES:

Human Resource Management System

Provides the capability to manage an employee's work life from recruitment to separation

Payroll Management/Processing

Advanced technology creates streamlined payroll processing and reporting, as well as improved management of payroll finances and G/L entries

Reporting and remitting to Federal, 50 states & local tax jurisdictions

Time and Labor Management Solutions

SAAS system to manage both employee time worked and time off

Employee Scheduling

EmployeeXperience® Self-service Web Portal

Accessible via computer and Smartphone apps, includes single sign-on to time collection and benefits administration systems, enables on-boarding, online benefits enrollment, employee communications, and much more

Provides an Employee Support Center. We believe that this employee call center is vital to the successful use of an employee portal. This and future generations of employees are technologically aware and expect more sophisticated mobile-friendly tools to easily and quickly access information. We support your employees with not only a great tool, but also great support in its use. Our Employee Support Center is a standard service at no additional charge

Human Resource Support Services

Includes employee handbooks, HR help desk, job descriptions, and much more.

Benefit Management Including ACA Compliance and Reporting

Primepoint offers tools to measure and manage benefit eligibility and online benefits enrollment via Primepoint's EmployeeXperience®, the outcome of which will enable reporting as required under the Affordable Care Act (ACA)

II. Transition to Primepoint's Services

A. Overview

This will be the start of when you experience and appreciate the **Primepoint Experience™**. Primepoint offers a unique transition process designed to ensure new customers experience a smooth conversion to Primepoint's systems & services.

The Implementation Team will be by your side every step of the way.

- Made up of experienced professionals
- Has a wealth of experience transitioning customers
- Will be your direct contact during transition, when systems go live, and until all your expected services and solutions are completed and running smoothly

After the transition, Township of West Orange will be assigned to one of Primepoint's amazing service teams.

- Trained and experienced to serve the most sophisticated and complex clients
- Able to implement process improvements when needed or uncovered
- Turnover is very low, so you get to know the team members and the team members get to know you

NEW CUSTOMER SURVEY RESULTS

PRIMEPOINT IS KNOWN FOR PAINLESS TRANSITIONS WITH 97% OF TRANSITIONED CUSTOMERS SAYING THEY WERE VERY SATISFIED OR SATISFIED WITH THEIR CHANGE TO PRIMEPOINT AND THE TRANSITION WAS AS EASY AS OR EVEN EASIER THAN THEY EXPECTED.

Very Satisfied: 78%

Satisfied: 19%

Somewhat Satisfied: 2.6%

Not Satisfied: 0%



Transitioning to Primepoint Payroll & HRMS

INITIAL PHASE

When: Typically, 6-8 weeks prior to 1st payroll date

Duration: 1 hour

An Implementation Team Member will arrange a phone meeting to obtain the login credentials of your current system and to obtain additional information needed to establish your company in our system. An HR Solutions team member will arrange a phone meeting to discuss the timing and priorities of rolling out the HR system functions you have selected.

DISCOVERY PHASE

When: Preliminary data analysis has been performed

Duration: Varies

Your assigned Implementation Team Member will communicate with you via email and/or phone to discuss questions uncovered during data analysis as well as custom configuration projects, i.e. custom reports, earning codes, pay rates and data integrations, etc.

SYSTEM INTRODUCTION PHASE

When: After the final payroll is processed with your current provider

Duration: Estimated 1-2 hours

Your assigned Implementation Team Member will conduct an introduction on general system navigation and employee maintenance via a virtual meeting. Once completed, business users will be responsible for maintaining all data in Primepoint's system.

PROCESS PHASE

When: Day of your 1st payroll processing

Duration: Estimated 1-2 hours

Your assigned Implementation Team Member will conduct a virtual meeting to assist in executing the first payroll process.

HRMS ROLL-OUT PHASE

When: Varies

Duration: Varies based on the amount of technology purchased

Depending on the specific HRMS functions you have purchased, a Systems Support and/or HR Support Team Member will conduct a virtual training with the appropriate HR personnel from your company

HOW DID WE DO? PHASE

When: Post Implementation

Your Relationship Manager and/or support team is available for your feedback upon request to review and evaluate the sales and implementation process of the payroll system and HRMS functions



Transitioning to Primepoint Time & Labor

INITIAL PHASE

When: Typically, 6-8 weeks prior to 1st payroll date

You will need to provide copies of your personnel manual, CBA's and any memorandums that alter them and complete a Google startup form that Primepoint will provide to you.

DISCOVERY PHASE

When: Preliminary data analysis has been performed

You will need to submit the first tab of an excel workbook (Census information and approval workflow) that Primepoint will provide to you.

INSTALLATION PHASE

When: Approximately 1 month before 1st processing date (if applicable)

A Primepoint Time & Labor Specialist will assist IT remotely to install equipment.

SYSTEM INTRODUCTION PHASE

STEP 1 – SET UP REVIEW

- **When:** Approximately 10 days before Time Collection begins.
- **Duration:** Estimated 1-1.5 hours

STEP 2 - MANAGER TRAINING

- **When:** Approximately 1 Week before Time Collection begins (Approximately 3 weeks before Processing Date).
- **Duration:** Estimated 1 hour

A Primepoint Time & Labor Specialist will provide training via virtual meeting.

ROLL OUT PHASE

• STEP 1 – TIME OFF BALANCES

- **When:** Due 1 week after final payroll processing with prior provider (sooner if possible).

You will need to submit the second tab of an excel workbook (Remaining Accrual Balances) that Primepoint will provide to you.

PROCESS PHASE

When: 1 or 2 days before your 1st processing date.

Duration: Estimated 1 hour

Your Primepoint Time & Labor Specialist will assist with the transfer of file to the payroll worksheet for 1st payroll.

III. Services & Pricing

A. HRMS Functions

See "HRMS Function Descriptions" section for product details.

HRMS FUNCTIONS
Document Management
Employee Events Management
Employee HR Profile
Position Management
Recruitment Management
Report Builder - Standard System Feature
Role Based Security - Standard System Feature
Workflow
Benefits Management including ACA Compliance
Online Benefits Election

Totals below are estimates based on quantities provided to Primepoint in the discovery process.
Billing will be based on the number of unique employees paid each month.

HRMS FEES FOR FUNCTIONS LISTED ABOVE	RATE	QTY	MONTHLY SUBTOTAL
HRMS Functions Base Fee	\$425.00	1	\$425.00
Per Employee Per Month Fee	\$9.50	377	\$3,581.50

Total Monthly HRMS Fee \$4,006.50

Go to our [Website](#) to learn more about Primepoint's HR Solutions.

B. Payroll Processing

PAYROLL SERVICES INCLUDED

Business Access Payroll System
 EmployeeeXperience® an Employee Self-service Portal
 Payroll Tax Service to Federal, State and additional Tax Jurisdictions as Needed During Contract Period
 Supply of Checks for Manual Check Processing
 Direct Deposit Service
 Pressure Sealed Check/Stub Service
 New Hire Reporting
 50+ Standard & Interactive Reports including PERS/PFRS IROC Reports
 Group Term Life
 Role Based Security
 Report Builder
 Garnishment Remittance Service
 W-2 Processing
 Agency Check Service
 GL File for Munidex

Totals below are estimates based on quantities provided to Primepoint in the discovery process.

Billing will be based on the number of unique employees paid each month.

*Please note: If there is no payroll processing in a month there will be a charge for an inactive fee-
Base Processing fee/month + selected optional services fees (if applicable)

PAYROLL PROCESSING	RATE	QTY	SUBTOTAL
Payroll Technology Base Fee	\$100.00	1	\$100.00
Per Employee Per Month Fee	\$5.00	377	\$1,885.00
Includes services listed above			

Total Monthly Processing Fee \$1,985.00

C. Time & Labor Management

TIME MANAGEMENT FEATURES INCLUDED

Accurate and Efficient Cloud-based, Time and Labor Management Solution

- Institution-wide time & attendance system
- Employee time-worked tracking via web-enabled computer or smart phone application
- Managers can conveniently view and approve time sheets
- Apply benefit-time/PTO policies to produce accurate time-off calculations for all employee groups
- Load specific rules unique to both union and non-union employees
- Employees can view their benefit-time/PTO activity & balances computer or smart phone application
- Employees can request time-off via web-enabled computer or smart phone
- Easy-to-use dashboard view configured for employees, managers and administrators
- Worked-time information is automatically pushed into the payroll system
- (a variety of time clock hardware options are available upon request)

SCHEDULER MODULE FEATURES INCLUDED

With your business metrics, this system can build and assign the schedule for you, using factors such as:

- Employee Availability, Preferences, Seniority, Cost-center Budget, Skills, Trainings/Certifications

This system will help reduce labor costs (monitoring overtime), avoid over/under staffing as well as compliance risk.

Helps satisfy requirements by placing the properly credentialed person into the correct position.

This system will provide many helpful reports:

- Open Shift. Scheduled to Actual, Schedule Summary by Department, Union, Employee, etc.

This system will enable employees to access and interact with their schedules through desktop or mobile device (deployed when ready). Employees can receive push notifications or email notifications when a new schedule is posted.

Total below is based upon employee quantities provided to Primepoint during the discovery process. Billing will be based on the number of individual employees with a time profile in the system each month.

TIME & LABOR MANAGEMENT	RATE	QTY	SUBTOTAL
Mid-Market Edition Base Fee	\$50.00	1	\$50.00
Includes the features listed above			
Per Employee Per Month Fee Time System	\$4.00	377	\$1,508.00
• includes all employees			

Per Employee Per Month Fee - Advanced Scheduler	\$3.50	178	\$623.00
• includes 98 Police & 80 Fire employees			

Total Monthly T&L Fee \$2,181.00

D. ACA Annual Reporting

Totals below are estimates based on quantities provided to Primepoint in the discovery process.
Billing will be based on the number of unique employees paid each month.

NAME	RATE	QTY	SUBTOTAL
Per 1095C	\$10.00	826	\$8,260.00
• This includes employees and retiree forms.			

Total ACA Reporting Fee \$8,260.00

E. Summary of Annualized Fees

NAME	RATE	QTY	SUBTOTAL
Estimated HRMS Fee	\$4,006.50	12	\$48,078.00
Estimated Payroll Processing Fee	\$1,985.00	12	\$23,820.00
Estimated T&L Management Fee	\$2,181.00	12	\$26,172.00
Estimated ACA Annual Reporting	\$8,260.00	1	\$8,260.00

Total Annualized Fee \$106,330.00

F. Service Implementation Fee

IMPLEMENTATION	FEE
Customized Service and System Configuration including Standard Training Standard Training is defined as "training to competency" with a maximum of 15 hours of web-based training. Additional web-based training is available upon request at \$150.00/hour. One Time Fee includes historic payroll data import from the current calendar year in which service begins. See Miscellaneous Services Section for fee to import additional historic payroll data.	\$9,000.00
Time & Labor Management System Configuration including Standard Training Standard Training is defined as "training to competency" with a maximum of 5 hours of web-based training. Additional web-based training available upon request at \$150.00/hour.	\$1,500.00
Scheduler System Configuration including Standard Training Standard Training is defined as "training to competency" with a maximum of 4 hours of web-based training. Additional web-based training available upon request at \$150.00/hour.	\$1,500.00

Total One Time Implementation Fee \$12,000.00

G. Time and Labor Hardware Purchase

PRODUCT	PRICE	QTY	SUBTOTAL
Primepoint offers a range of time clocks, as a current UKG user we may be able to use the existing clocks.	\$0.00	1	\$0.00
Total			\$0.00

Please note: Client is responsible for shipping charges and NJ sales tax where applicable.
Cost to be determined.

Shipping provider (Please choose a provider):

- ☐ Fedex Ground
- ☒ Fedex Overnight
- ☐ Bill to Shipper Identification Number
- ☐ Please provide estimated shipping charges

Sales tax (Please choose one):

- ☐ I am aware NJ sales tax will be added to the order.
- ☒ Our organization is sales tax exempt.

Delivery & Installation Information

Due to the rise in Covid-19 cases, the client will mount the hardware on the wall. Clock hardware requires power and ethernet run for each terminal.

Who should the hardware be sent to? John Ditinyak

Email Address: jditinyak@westorange.org

Phone Number: 973-325-4070

Address: 66 Main Street West Orange, NJ 07052

Clock & Warranty Information

- Time clock polling system requirements - Windows OS and Internet Connection.
- Customer is responsible for clock installation and for maintaining data and power connectivity (Ethernet and standard power outlet needed).
- Manufacturer's Warranty and Hardware Maintenance Program Information:
 - Timeclocks come with a 1 year manufacturer's warranty. Primepoint will arrange for repair and provide a loaner clock if needed by the next business day for any defective issue during the 1st year (excludes physical damage).
 - **You can opt in to Primepoint's hardware maintenance program** which will be billed annually beginning a year after clocks are installed to continue this coverage.
 - **You can opt out of Primepoint's hardware maintenance program.** Should you opt out and have an issue with the clock/s you assume responsibility for any service needed. The typical clock manufacturer charges \$175 for diagnosis + repair parts + labor + shipping. Typical repairs require 3-6 weeks during which time you will either be without your clock/s or you can rent a short term clock from Primepoint.
 - Annual Hardware Maintenance Program Price Per Clock
 - Synel - \$325.00
 - In Touch - \$350.00
 - ZK Ultima 5- \$95.00
 - Iris Time iT100-\$275.00

Do you want to Opt in or Opt out of the extended warranty? Opt Out

IV. HRMS Function Descriptions

Document Management

This module gives you the ability to upload company documents and forms for convenient administrative access and for employees to view in the self-service portal, EmployeeXperience. You can also upload a document that, upon logging into the EmployeeXperience, requires employee(s) to download and acknowledge reading. A record is kept of all acknowledgements.

Report Builder

This module gives you the ability to create customizable queries that open in MS Excel.

Recruitment Management & Applicant Tracking

This module helps you manage all the tasks associated with recruitment. Utilizing Primepoint's Recruitment Management & Applicant Tracking tool will help with all the tasks from creating a job opening, to creating the online application and collecting, organizing, and managing the applications, letters, resumes, and miscellaneous documents required.

The tool will also enable you to automate many aspects of the review process. For example, rules can be customized to filter applicants based on your criteria. Searches can be performed to identify applicants previously rejected or employed by the company. Folder structures can be customized to your needs to simplify ongoing information management and archival storage.

Once a person is considered a candidate, their information can be automatically passed along into the candidate part of the system, from which a hired individual's data can be automatically passed into the payroll processing, time & attendance, and basic HR system.

Document Management is required.

OSHA Reporting

This module gives you the ability to record OSHA & Workers Comp accidents/injuries and generate the required 300 and 301 reports.

Workflow

This module gives you the ability to create electronic processes that can allow for approvals, capture of electronic signatures, completion of digital forms and communication. For example, when you have a new hire you can use a workflow to notify department heads or executives of the changes and then communicate to tell IT to set up the email address or computer of the employee. Changing employee salaries or pay rates may need approval from one or more staff members. A workflow can be triggered to request electronic signatures from approvers. This function will enhance efficiency for the payroll/HR administrators, converting paper-driven processes to electronic processes, and centralizing the storage of important transactions with the HRMS system. Additionally, this module gives you the ability to electronically on-board new employees. New hires will receive an email from our system with a link to enroll into the EmployeeXperience, Primepoint's self-service portal. Once enrolled, new hires are asked to complete their system profile and important employment documents i.e. W-4, I-9 and other documents you require) Document Management is required.

Employee Events Management

This module will automatically track all system field changes, including the user who made the change, value of the field prior to the change, and date & time of the change. Users can log employee events in real-time, i.e. accidents, disciplinary actions, meeting notes, etc. Users can also schedule future events and be prompted when scheduled.

HRMS Function Descriptions continued on the next page

HRMS Function Descriptions continued

Role Based Security

This module gives you the ability to create user roles within the system. Roles can limit system access and/or edit rights. System users will then be assigned to the role appropriate for their position.

Employee HR Profile

This module gives you the ability to organize and maintain important information about each employee. (Performance Reviews, Education & Training Tracking, Compliance, Emergency Contacts, Dependents, Company Property, Education, Positions, etc.)

Benefits Management

***ACA Reporting and Compliance**

This module gives you the ability to manage all forms of employee benefits. The system will help you monitor benefit eligibility for variable-hour employees, keeping you in compliance with ACA. The system will also produce the required year-end ACA reporting.

***Employee Online Benefits Election (additional cost)**

This function gives your employees the ability to elect benefits via the employee self-service portal. Benefits Management and Document Management are required.

Position Management

This very powerful function will help you to view your business's staff in a new and much more efficient manner. It will assist with budget analysis, information reporting, help identify open positions, clarify the organizational structure, and much more including things unique to your business. You'll move from an employee-centric to a position-centric view of your staff, which will provide you with new insights into your business. Our HR team will help you create organizational positions, and apply to those positions all the important attributes, such as pay ranges (min - max), wage allocations, training, education, certifications, licenses, or whatever applies to your business. Additionally, this function streamlines your HR functions by making maintenance of employees more efficient and comprehensive as they may move from one position to another.

Employee Navigator Integration

The Primepoint / Employee Navigator integration will simplify your process of managing employee benefits. Increase efficiency and improve accuracy by syncing demographic and deduction data for real-time updates in both systems.

Basic Onboarding

This module gives you the ability to electronically on-board new employees. New hires will receive an email with a link to enroll into the EmployeeXperience, Primepoint's self-service portal. Once enrolled, new hires are asked to complete their system profile and the following important employment documents: Federal & State W-4 and I-9.

Total Compensation and Benefit Statements

Looking at a paycheck gives employees a sense of their value, but that isn't the whole picture. In fact, many don't realize that their compensation and benefits are actually much higher than what their paycheck shows. With Primepoint's personalized Total Compensation and Benefits Statements, you can show them what they're really worth. With this flexible function, you can choose which earnings, benefits and perks to include on your statements. You can also choose from several attractive templates. Simple pie charts illustrate the distribution of the various benefits. Statements are developed to be produced on an as-needed basis. This greatly enhances your employees' overall satisfaction.

V. References

Burlington Township Jodi Botlinger -HR,QPA 609-239-5832 192 employees Started 7/2/10 Previously used ADP	City of New Brunswick Rich Mulrine - CFO 732-745-5045 680 employees Started 1/4/14 Previously used ADP
City of Asbury Park JoAnn Boos-CFO 732-502-5709 726 employees Started 1/1/04 Previously used ADP	City of Hoboken Maria Pepe - Assistant Comptroller (201) 420-2022 650 employees Started 10/23/14 Previously used ADP
County of Union Lily Duran 908-527-4088 2800 employees Started 4/10/2014 Previously used a local service	Ewing Township Joanna Mustafa – CFO 609-883-2900x7601 423 employees Started 1/13/12 Previously used ADP
Princeton, A Municipal Corporation Jacqueline Nagin – CFO 609-497-7621 228 employees Started 1/9/09 Previously used ADP	Montgomery Township Darleen Hamilton 908-359-8211 x224 334 employees Started 1/1/09 Previously used ADP
Hillsborough Township Nancy Costa – CFO 908-369-4313 x110 183 employees Started 1/1/04 Previously used ADP	South Brunswick Township John Bolcato – CFO 732-329-4000 x7307 420 Employees Started 12/7/12 Previously used ADP

VI. Acceptance

BY SIGNING THIS PROPOSAL, TOWNSHIP OF WEST ORANGE:

- understands that pricing totals are estimates and based upon employee quantities provided to Primepoint and services requested during the discovery process. Primepoint will invoice based upon the actual number of unique employees paid each month.
- agrees to pay Primepoint the fees described above in accordance with the New Jersey Prompt Payment Act,
- understands that you are solely responsible for ensuring its pay rules are in full compliance with all Federal and State labor laws,
- authorizes Primepoint to move forward with the set-up of the above services.

☒ By checking this box, I accept the terms of this proposal and agree to the terms of the Primepoint Service Agreement below.

Primepoint:



10 / 17 / 2024
Jerry Hampton

Township of West Orange:



12 / 20 / 2024
John Ditinyak

Proposal is valid for 90 days.



Service Agreement

This Service Agreement ("Agreement") is between you ("Client") and Primepoint LLC, a New Jersey limited liability company (the "Company," "we," "us," or "our"). This Agreement contains the terms and conditions that govern your use of our payroll and HR platform (the "Platform"), our websites (www.primepoint.com) and all related sub domains (the "Website"), and the products and services we provide to you (the "Services" and collectively with the Platform and the Website, our "Suite of Services").

Please read these Terms of Service carefully before you start using any of our Suite of Services. By accepting electronically (clicking "I Accept"), installing, accessing or using Services, you agree to these terms. If you do not agree to this Agreement, then you may not use the Service. This Agreement contains the terms and conditions that govern the use of, and the terms and conditions upon which Primepoint, LLC ("Primepoint"), will provide to you, certain payroll processing, payroll tax service and other related payroll and HR services (collectively referred to as "Service"). The Service may be accessed through Primepoint's websites ("Service Sites").



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Primepoint LLC • www.primepoint.com

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1. AGREEMENT TERM

- a. Subject to your compliance with these Terms of Service, this Agreement shall continue in full force and effect for one (1) year from the date of the first payroll processed. Thereafter, this Agreement will automatically renew each subsequent year unless one of us gives written notice to the other, at least thirty (30) days prior to the end of the current term, of election not to renew (the initial term plus any renewal term(s) are referred to as the "Term").

2. DATA PROVISION & VERIFICATION

- a. Primepoint will notify Client via electronic communication or by other means when all data necessary to begin the Service has been received and the enrollment process has been completed. Client shall then, prior to submitting its first payroll, review for completeness and accuracy the Payroll Information (as hereinafter defined). For purposes of this Agreement, "Payroll Information" shall mean all information posted for Client's review on the specified portion of the Service Site including, but not limited to, that which is used to calculate and pay employee payroll, track Client defined employee benefits, pay payroll taxes to applicable taxing agencies in compliance with the laws and regulations of such taxing agencies, produce payroll tax returns and W-2 statements and print checks on Client's account (if applicable). Client must correct incorrect or missing Payroll Information, either by itself or by notifying Primepoint in the manner specified in the electronic communication and within the time period specified therein. Client shall be fully responsible for the accuracy of all information supplied by it and/or approved by it, including, without limitation any IRS or other penalties and/or interest arising there from.
- b. Client agrees that by submitting each payroll (including the first payroll): (i) Client has approved all Payroll Information, (ii) Client has waived and released any claim against Primepoint arising out of any errors in the Payroll Information which Client has not itself corrected or has not requested Primepoint to correct, and (iii) any subsequent request for corrections will be considered special handling for which additional fees may be charged. Final audit responsibility rests with Client. Primepoint will not have any responsibility for verifying the accuracy of any data Client provides or directly inputs via the Service Site or any other method.
- c. Primepoint may permit, but shall not be obligated to permit Client's Payroll Approver, a designated Client representative and/or designated Client Administrator to communicate with Primepoint by telephone, electronic mail or other means about the Service. Primepoint has implemented security procedures for the purpose of verifying the identity of Client's Payroll Approver, Client



representative and/or designated Client Administrator (as applicable), and other security protocols. Client acknowledges that the security procedures instituted by Primepoint are commercially reasonable methods of providing security that any Payroll Information, Entries or other instructions communicated to Primepoint will be deemed to have been fully authorized by Client and Client shall be fully responsible for the accuracy of such information including, without limitation, any IRS or other penalties and/or interest arising therefrom; and that, notwithstanding such deemed authorization, Primepoint may in its sole discretion refuse to accept or act upon any such instructions

3. TAX SERVICES

- a. In order for the Service to be instituted, Client must submit accurate wage and payroll information to Primepoint during the enrollment process. The wage and payroll information must be reconciled with Client's payroll tax returns for the current calendar year and Client's wage and payroll tax information for the current quarter. Thereafter, Client shall timely and accurately (a) update all wage and payroll information as necessary to reflect changes and (b) respond with additional information requested from time to time by Primepoint. It is Client's responsibility to submit complete and accurate information to Primepoint in connection with the Service. Any penalty or interest incurred due to inaccurate information provided by Client will be the sole responsibility of Client. Client further agrees to not hold Primepoint accountable for such liability. Primepoint, at its option, may decide not to file Client's payroll tax returns, pay Client's payroll taxes or otherwise process Client's payroll if there are any unresolved problems with any information requested by Primepoint or submitted by Client. Primepoint's sole liability and Client's sole remedy for Primepoint's negligent failure to perform the payroll tax portion of the Service shall be (i) Primepoint will remit the payroll taxes received from Client to the appropriate taxing authority and (ii) Primepoint will reimburse Client or pay directly to the appropriate taxing authority any penalties resulting from such negligent error or omission by Primepoint.

4. ACCOUNT DEBITING

- a. On or prior to Client's payroll direct deposit and/or payroll tax deposit date or other applicable settlement or due date, Client authorizes Primepoint to initiate debit entries to Client's account ("Client's Account") at the depository financial institution ("Depository"), and to debit Client's Account in such amounts as are necessary to (i) fund Client's direct deposits, (ii) pay any fees or charges associated with the Service, including, without limitation, finance charges, (iii) pay Client's payroll



taxes, (iv) pay any debit, correcting or reversing entry initiated pursuant to this Agreement which is later returned to Primepoint, and (v) pay any other amount that is owing under this Agreement or in connection with the Service. This authorization is to remain in full force and effect until Primepoint has received written notice from Client of its termination in such time and such manner as to afford Primepoint and Depository a reasonable opportunity to act upon it. Client will maintain in Client's Account as of the applicable settlement date and time immediately available funds sufficient to cover all credit entries Client originates through Primepoint. Client's obligation to pay Primepoint for each credit entry matures at the time Primepoint transmits or otherwise delivers the credit entry to the Automated Clearing House ("ACH") or gateway operator and is unaffected by termination of the Service. Primepoint may set off against any amount it or an Affiliate owes to Client in order to obtain payment of Client's obligation as set forth in this Agreement. Client acknowledges that the origination of ACH transactions to its account must comply with the provisions of U.S. law. Amounts withdrawn for payroll taxes will be held by Primepoint at Primepoint's financial institution (the "Payroll Tax Account") until such time as those payments are due to the appropriate taxing agencies, and no interest will be paid to the Client on these amounts.

- b. If Client does not have sufficient funds in Client's Account to pay disbursements, fees, payroll taxes or any other amounts due under this Agreement at the time required, or if Client refuses to pay, Primepoint may (i) debit the Payroll Tax Account or any account at Primepoint's financial institution or any Affiliate owned in whole or in part by Client to pay disbursements, fees or charges, payroll taxes, or other amounts due, (ii) refuse to pay any unremitted payroll taxes, in which case the payroll tax liability will become the sole responsibility of Client, (iii) refuse to perform further services, and/or (iv) immediately terminate this Agreement. Primepoint may recover from Client any costs including, without limitation, reasonable attorneys' fees and expert witnesses' fees Primepoint may incur in connection with any termination of this Agreement or collection of amounts due hereunder.

5. ACH ORIGINATION

- a. The Service will enable Client, by using the Service Site, to enter the Payroll Information and to approve and submit it to Primepoint for creation, formatting and transmission of Entries in accordance with the Rules. Primepoint may reject any Payroll Information or Entry which does not comply with the requirements in this Agreement or the Rules or with respect to which Client's Account does not



contain sufficient available funds to cover the payroll. If any Payroll Information or Entry is rejected, Primepoint will make a reasonable effort to notify Client promptly so that Client may correct such Payroll Information or request that the Primepoint correct the Entry and resubmit it. A notice of rejection will be effective when given. Primepoint will have no liability to Client by reason of the rejection of any Payroll Information or Entry, the fact that notice is not given at an earlier time than that provided for in this Agreement or for any loss resulting from Primepoint's failure to provide notice.

- b. Client will have no right to cancel or amend any Payroll Information received by Primepoint after it has been approved by Client's Payroll Approver and submitted to Primepoint. However, if Client's request complies with the security procedure, Primepoint may use reasonable efforts to act on it prior to transmitting the Entries to the ACH provider, but will have no liability if the cancellation or amendment is not affected. Client will reimburse Primepoint for any expenses, losses or damages Primepoint may incur in effecting or attempting to effect Client's request.
- c. Except for Entries created from Payroll Information that have been reapproved and resubmitted by Client in accordance with the requirements of this Agreement, Primepoint will have no obligation to retransmit a returned Entry to the ACH or gateway operator if Primepoint complied with the terms of this Agreement with respect to the original Entry.
- d. Primepoint will process the Payroll Information and Entries in accordance with its processing schedule, provided (i) the Payroll Information is approved by Client and received by Primepoint no later than Client's applicable cut-off time on a business day and (ii) the ACH is open for business on that business day. If Primepoint receives approved Payroll Information after Client's cut-off time, Primepoint will not be responsible for failure to process the Payroll Information on that day. If any of the requirements of clause (i) or (ii) of this Subsection are not met, Primepoint will use reasonable efforts to process the Payroll Information and transmit the Entries to the ACH with the next regularly scheduled file created by Primepoint which is on a business day on which the ACH is open for business.
- e. At Client's request, Primepoint will make a reasonable effort to reverse an Entry, but will have no responsibility for the failure of any other person or entity to honor Client's request. Client agrees to reimburse Primepoint for any expenses incurred in attempting to honor such request.
- f. Client acknowledges that it is the originator of each Entry and that under the Rules, Primepoint makes to Client's Depository bank certain warranties with respect to each Entry. Client agrees to reimburse Primepoint for any loss Primepoint incurs, including its reasonable attorneys' fees and legal expenses,



as the result of a breach of a warranty made by Primepoint unless the breach resulted solely from Primepoint's own gross negligence or intentional misconduct.

- g. Client acknowledges that under the Rules, Primepoint indemnifies certain persons. Client agrees to reimburse Primepoint any loss Primepoint incurs, including its reasonable attorneys' fees and legal expenses, as the result of the enforcement of an indemnity, unless enforcement resulted solely from Primepoint's own gross negligence or intentional misconduct.

6. SERVICE FEES & PAYMENT TERMS

- a. The fee structure for all Services offered by Primepoint to Client are detailed in the Service Proposal provided to Client. Payment terms are net 30 days if not specified in the proposal.

7. SERVICE CHANGES

- a. Primepoint reserves the right to change the terms, conditions, and fees for the Service at any time. Primepoint will endeavor to, but shall not be obligated to, provide thirty (30) days prior notice of any material change, including fees. Notice may be provided in writing, electronically or via the Website. If Client does not wish to be bound by such change, it may discontinue using and terminate the Service before the change becomes effective. If Client continues to use the Service after the change becomes effective, it will be bound by the change. Client has the responsibility to assure that Client's address, including any electronic address(es), and account information in Primepoint's records, is accurate. The timing of an advance notice of change may be shortened when permitted or required by law.

8. SECURITY

- a. Client will designate and authorize one or more individual users of the Service with authority to act on behalf of and to bind the Client (designated as "Master Administrator"), which authorized individuals will access the Service by entering a confidential user ID and password created by following the instructions provided on the a specified portion of the Service Site and which will entitle them, depending on their designation (whether as Client's Payroll Approver, Principal or



Administrator), to have authority to review, modify and/or approve on behalf of Client. Client's Payroll Approver will approve and submit the Payroll Information thereby authorizing Primepoint to create and transmit ACH credit or debit entries ("Entries"; each, an "Entry") necessary to process Client's payroll and payroll tax transactions, by entering his or her confidential user ID and password which he or she has created by following the instructions provided on the specified portion of the Service Site.

- b. Client acknowledges that Primepoint has implemented security procedures for the purpose of verifying the authenticity of an instruction approving, releasing, cancelling or amending the Payroll Information used to create Entries to be originated by Primepoint for the benefit of Client, and not for the purpose of detecting errors in Payment Orders. Client has reviewed various security procedures and has determined that the security procedures designated above constitute a commercially reasonable method of providing security against unauthorized Payment Orders and best meets Client's requirements, given the size, type and frequency of the Payment Orders it will issue to Primepoint.
- c. Client will, and will cause its employees to, take reasonable steps to maintain the confidentiality of the security procedure and the user IDs and passwords and related instructions provided by Primepoint. If Client believes or suspects that any such user IDs and passwords or related instructions have been known or accessed by unauthorized persons, Client will immediately notify Primepoint in a manner affording Primepoint a reasonable opportunity to act on the information, and Client acknowledges that failure to immediately notify Primepoint could result in loss of funds and unauthorized access to confidential information concerning Client and its employees. Primepoint reserves the right to prevent access to the Service should Primepoint have reason to believe the confidentiality of the security procedure or the confidentiality of the user IDs and passwords have been compromised.
- d. Client will be bound by any Payment Order received and verified by Primepoint in compliance with the designated security procedure, and Client shall indemnify Primepoint against and hold Primepoint harmless from any loss suffered or liability incurred by, or arising from, the execution of a Payment Order in good faith and in compliance with such security procedures.
- e. If a Payment Order describes the receiver inconsistently by name and account number (i) payment may be made on the basis of the account number even if it identifies a person different from the named receiver or (ii) Primepoint may in its sole discretion refuse to accept or may return the Payment Order. If a Payment Order describes a participating financial institution inconsistently by name and identification number, the identification number may be relied upon as the proper



identification of the financial institution. If a Payment Order identifies a non-existent or unidentifiable person or account as the receiver or the receiver's account, Primepoint may in its sole discretion refuse to accept or may return the Payment Order.

- f. Client will promptly notify Primepoint of the identity of each person authorized to receive information regarding the security procedure (each singly or in the aggregate, an "Authorized Person"), including but not limited to Client's Payroll Approver, and of any change in any other Authorized Person (Principal or Administrator). Primepoint will have a reasonable time after receipt of a notice to act on it.

9. LIMITED SOFTWARE LICENSE

- a. Primepoint hereby grants Client a limited, nonexclusive, royalty free license to access and utilize Primepoint's software (the "Software") solely for the purpose of facilitating Primepoint's collection of the wage and payroll information and other information Primepoint needs to furnish Services to Client. Client shall access the Software solely through Primepoint's Websites. Primepoint will not transfer legal title or physical possession of any Software to Client. Client shall not be entitled to download any Software onto Client's servers, to duplicate or make copies of any Software, or to use the Software for any purpose other than as described in this paragraph. Client also may not license, sublicense, or otherwise transfer any rights in the Software to another person or entity without the prior written permission and continued control of Primepoint. The parties acknowledge that the Software is of no intrinsic value to Client, and no portion of any of the fees related to the Service or charges paid by Client to Primepoint hereunder shall be treated as a royalty for the limited license that Primepoint is granting to Client hereunder.

10. DISPUTE RESOLUTION

- a. Client and Primepoint hereby knowingly, voluntarily, intentionally and irrevocably waive the right to a trial by jury in respect to any litigation based hereon or relating to the service or any other unresolvable dispute or controversy between the parties. Further, client and Primepoint hereby agree that any litigation will proceed on an individual basis and will not be part of any class action.
- b. Consent to Jurisdiction - Client and Primepoint each irrevocably submits (for itself and in respect of its property) to the exclusive jurisdiction of any state or federal



court sitting in Burlington County, New Jersey, in any action or proceeding arising out of, or relating to, this Agreement and acknowledges and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Client also agrees not to bring any action or proceeding arising out of, or relating to, this Agreement in any other court. Client waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought.

11. SERVICE TERMINATION

- a. Subject to Client's compliance with the terms of this Agreement and satisfactory completion of the enrollment process, Primepoint will commence provision of the Service to the Client. Primepoint may, at its discretion, decline to offer the Service to Client in the event that the enrollment process is not satisfactorily completed, Primepoint is unable to verify satisfactory credit of the Client and/or its principals and/or for any other reason in the sole discretion of Primepoint. The Service will continue until such time as Client or Primepoint gives thirty (30) days' prior written notice, unless termination is for cause. Primepoint may immediately terminate this Agreement upon notice to Client if Client is in violation of a material provision of the Contract Documents, including but not limited to, the payment when due of any fees, charges, or payroll taxes, or if Client chooses not to accept a change in any term or condition of this Agreement or Client misrepresents any data or information required by Primepoint in connection with the Service or at any other time. Primepoint may immediately terminate this Agreement without notice to Client if Client files, or has filed against it, a petition under the U.S. Bankruptcy Code or a similar state or federal law. The termination of the Service or this Agreement will not affect Client's or Primepoint's rights with respect to transactions which occurred before termination. Upon termination, any outstanding funds that have been previously collected, and will not be paid by Primepoint, LLC, will be returned to Client less any outstanding fees.

12. GENERAL TERMS AND CONDITIONS

- a. Primepoint, its employees and agents will hold in strict confidence all data furnished by Client or produced by Primepoint under this Agreement; provided, however, that such parties will not be held liable if such data is released through other sources, or if Primepoint, its employees and agents release the data because of a reasonable belief that Client has consented to such disclosure.
- b. To assure that Client's inquiries are handled promptly, courteously and accurately, Primepoint may monitor and/or record telephone conversations and electronic communications between Client and Primepoint without additional prior



notification to Client or Client's employees, and Client hereby consents to such monitoring and recording on behalf of itself and its employees, and will so advise Client's employees who communicate with Primepoint by telephone or electronic means.

- c. Client consents to and authorizes Primepoint at any time to obtain background and/or credit reports on Client for purposes of verifying identity and/or evaluating the creditworthiness of Client in connection with the Service and this Agreement.
- d. In performing the Service, Client agrees that Primepoint is not acting in a fiduciary capacity for Client or its benefit. In addition, neither use of the Service nor anything contained in this Agreement relieves Client of Client's obligations under federal or state laws or regulations to retain records relating to the data contained in Primepoint's tape or disk files.
- e. Client agrees to indemnify, defend and hold Primepoint and its agents, contractors, services and affiliates, including its and their respective directors, officers, employees, agents and contractors (each, an "Indemnified Party"), harmless against all liabilities, claims, demands, damages, losses, fines, judgments, disputes, costs, charges and expenses made by Client or others resulting from, arising out of or related to (i) Primepoint's or any other Indemnified Party's provision of the Service, (ii) reliance on information and data furnished by Client or (iii) activities that Primepoint or any other Indemnified Party undertakes at Client's request, or at the request of anyone Primepoint or any other Indemnified Party believes in good faith to be an authorized agent of Client including, without limitation, costs, reasonable attorneys' fees and expert witnesses' fees incurred in connection with such claims. Primepoint will have the right to disburse or withhold any sum which Primepoint is authorized to disburse or withhold. Client agrees that neither Primepoint nor any other Indemnified Party will be liable for any loss or damage caused by Primepoint's or any other Indemnified Party's delay in furnishing services, products and/or equipment. Client acknowledges that neither Primepoint nor any other indemnified party makes any warranties, express or implied, with respect to the Service, the software materials, the online services, and any equipment or software used in connection with the service, including without limitation the warranties of merchantability and of fitness for a particular purpose, title and non-infringement.
- f. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of New Jersey, without regard to the conflicts of laws principles thereof.
- g. Assignment. Client shall not assign this Agreement without the prior written consent of Primepoint. The provisions of this Agreement shall inure to the benefit



of, and be binding upon, the parties and their respective successors and permitted assigns. Primepoint may assign this Agreement at any time in its sole discretion.

- h. Electronic Transmission. The Agreement and any amendments hereto, by whatever means accepted, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effect as if it were an original signed version thereof delivered in person. At the request of Primepoint, Client shall execute or re-execute original forms of this Agreement and shall deliver them to Primepoint. Neither party hereto shall argue that a contract was not formed hereunder based on either (i) the use of electronic means to deliver a signature or to indicate acceptance of this Agreement or (ii) the fact that any signature or acceptance of this Agreement was transmitted or communicated through electronic means; and each party forever waives any related defense.



Signature Certificate

Reference number: 2MTQL-THVKB-8RYDE-6Y7VF

Signer

Timestamp

Signature

Jerry Hampton

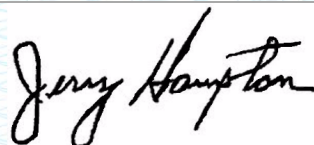
Email: jhampton@primepoint.com

Sent:

19 Dec 2024 17:22:15 UTC

Signed:

19 Dec 2024 17:22:15 UTC



IP address: 76.116.206.64

Location: Moorestown, United States

John Ditinyak

Email: jditinyak@westorange.org

Sent:

19 Dec 2024 17:22:15 UTC

Viewed:

20 Dec 2024 14:51:17 UTC

Signed:

20 Dec 2024 14:55:26 UTC



Recipient Verification:

✓ Email verified

20 Dec 2024 14:51:17 UTC

IP address: 65.202.36.81

Location: West Orange, United States

Document completed by all parties on:

20 Dec 2024 14:55:26 UTC

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