

Common Remitter® Agreement

This Agreement dated as of the 21st day of August, 2017 between Williamson County, a political subdivision of the State of Texas with offices at 301 S.E. Inner Loop, Suite #108, Georgetown, TX 78626 (hereinafter referred to as "Employer") and PAYLOGIX, LLC, a New York limited liability company with offices at 1025 Old Country Road, Suite 310, Westbury, New York 11590 (hereinafter referred to as "PAYLOGIX").

Recitals

Employer has provided or intends to provide its eligible employees with a Employee Paid Voluntary Benefit & Discount program known as Employee Paid Voluntary Benefit & Discount Program Plan (the "Plan").

Employer wishes to retain the common remitter to perform the functions necessary to act in that capacity.

In consideration of the mutual covenants of this Agreement, the parties, intending to be legally bound, agree as follows:

1. Master Allocation List; Information. (a) The Employer shall provide to Paylogix a complete listing of the name and unique employee identifier ("Employee ID") of each individual participant employee, the contribution types and the carrier allocations attributed to each participant utilizing an electronic template provided by Paylogix or in another electronic format approved in writing by Paylogix on or before the effective date of this Agreement.

(b) Additions, or deletions to the listing must be in a format previously approved by Paylogix and must be sent prior to or along with the payment. Employer shall be responsible for notifying Paylogix of the termination of employment of each individual participant employee.

(c) Paylogix is hereby authorized to act on any information provided to it by Employer, carrier, provider and/or any of their agents.

(d) Any and all payments instructions must be transmitted in writing or documented by other means acceptable to Paylogix.
2. Payroll Remittance List. The Employer shall provide, in a format previously approved by Paylogix, a list of periodic contributions attributed to each participant (payroll remittance list) at a frequency agreed upon by both parties.
3. Remittance Processing Facility. The Employer shall forward the contributions to the following remittance processing facility in a format and via means approved by Paylogix:

Paylogix f/b/o Williamson County
1025 Old Country Road, Suite 310
Westbury, New York 11590

Only contributions sent to this facility will be credited to the accounts of Participating employees.



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If there is a discrepancy between the amount of the payment forwarded and the amount listed on the payroll remittance list, the payment will be deemed not to have been received, until and unless such time as the discrepancy has been resolved to the satisfaction of both the Employer and Paylogix.

4. Discrepancies. Paylogix will review each payroll remittance list and contact the administrative representative of the Employer should there be any perceived discrepancies between payments received and amounts billed. The Employer will use its “best efforts” to resolve any and all discrepancies on the date the Employer is contacted by Paylogix. Contributions will be refunded on all unresolved discrepancies.
5. Indemnification. To the extent authorized under Texas Law:
 - (a) Paylogix shall indemnify and hold Employer and its affiliates, subsidiaries, successors, assigns, agents, officers, directors, representatives, and employees harmless from any and all claims, demands, losses, actions, causes of action, damages, judgments, fines, fees (including attorney’s fees), penalties, settlements, and any and all other sums of money resulting from Paylogix’ breach of this Agreement, or the negligence or willful misconduct on the part of Paylogix or any of its employees.
 - (b) Employer shall indemnify and hold Paylogix and its affiliates, subsidiaries, successors, assigns, agents, officers, directors, representatives, and employees harmless from any and all claims, demands, losses, actions, causes of action, damages, judgments, fines, fees (including attorney’s fees), penalties, settlements, and any and all other sums of money resulting from Employer’s breach of this Agreement, or the negligence or willful misconduct on the part of Employer or any of its employees.
6. Fees. Paylogix will not charge Employer any fees during the Term of this Agreement. Paylogix will be charging other members involved in the program (by way of example only, Paylogix may be charging the writing agent and/or the insurance carrier) for the services provided in this Agreement. Employer agrees that Paylogix may terminate this Agreement in the event of a failure by such other participant to timely pay such fees.
7. Term and Termination.
 - (a) Term. The initial term of this Agreement shall commence on the Effective Date and shall continue for three [3] years (the “Initial Term”). Unless either Paylogix or Employer provides written notice of non-renewal to the other no less than thirty (30) days prior to the expiration of the Initial Term of any Renewal Term (defined below), upon the expiration of the Initial Term or Renewal Term (as applicable), this Agreement shall automatically renew for an additional twelve-month period (each, a “Renewal Term”). The “Term” of this Agreement shall include the Initial Term and any Renewal Terms, but shall nevertheless terminate upon the termination of this Agreement in accordance with either of Sections 7(b) or 7(c) below.



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(b) Termination for Convenience. After the end of the Initial Term, either party may terminate this Agreement for any reason, at any time, upon no less than thirty (30) days prior written notice to the other party.

(c) Termination for Cause. Either party may terminate this Agreement at any time during any part of the Term immediately upon written notice to the other:

(i) in the event of material breach by the other party of this Agreement that remains uncured for thirty (30) days after the terminating party gives written notice to the breaching party of the breach; or

(ii) in the event that the other party is unable to generally pay its debts as due, or enters into or files (or has filed or commenced against it) a petition of, arrangement, action or other proceeding seeking relief or protection under the bankruptcy laws of the United States or similar laws of the United States or any state or other jurisdiction; or

(iii) by Paylogix upon notice to Employer in the event of a failure by the obligated party to timely pay Paylogix the fees for services hereunder (see Section 6 above).

(d) Effect of Termination. In the event this Agreement terminates either at the expiration of the Term or as a result of termination under Sections 7(b) or 7(c) above, upon termination of this Agreement, the parties agree to cooperate reasonably with one another to help assure a smooth and orderly transfer of the administrative services and functions provided hereunder.

8. Data Security. Paylogix will maintain security procedures with respect to its access and maintenance of any Employer data, including but not limited to data relating to Employer's employees. Paylogix will use commercially reasonable efforts to secure and defend its location and equipment against "hackers" and others who may seek to modify or access Paylogix' systems or the information found therein without authorization. Paylogix will also use commercially reasonable efforts to secure and defend Employer's data from other third party users of Paylogix' systems and applications.
9. Notice. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand or upon the third business day following mailing, which shall be by certified or registered mail, with first-class postage paid, or one business day following pick-up by (or delivery to) a nationally recognized overnight courier for priority overnight delivery (a) if to Employer, to the address written below, or to such other person or place as Employer shall furnish to PAYLOGIX in writing, and (b) if to PAYLOGIX, to the address written above or to such other place as PAYLOGIX shall furnish to Employer in writing.
10. Assignment. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.
11. Governing Law. This Agreement shall be interpreted, construed and performed, and the rights and liabilities of the parties hereto determined, in accordance with the laws of the State of Texas, without regard to any conflicts or choice of law principles.



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No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of Employer, the Williamson County Commissioners Court, or the Williamson County Judge. Notwithstanding the foregoing, the parties agree that this agreement and the services to be provided by Paylogix hereunder are in connection with proprietary, and not governmental, matters.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

Venue: Venue of this contract shall be Williamson County, Texas.

Right to Audit: Paylogix agrees that Employer or its duly authorized representatives (reasonably acceptable to Paylogix) shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Paylogix which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Such audit right may be exercised no more than one (1) time in any twelve (12) month period. Paylogix agrees that Employer shall have reasonable access during normal working hours to all necessary Paylogix facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Employer shall give Paylogix reasonable advance notice of intended audits (but in no event less than ten (10) business days). Both parties agree that to the extent the information sought in the audit is available remotely (e.g. online), Employer shall perform the audit remotely.

12. Compliance with Laws. Each of the Employer and Paylogix agrees to abide by all applicable laws and regulations of Federal and State agencies having jurisdiction over this Agreement, including without limitation the Health Insurance Portability and Accountability Act of 1996 and related regulations, as may be amended from time to time ("HIPAA").
13. Entire Agreement; Modifications. This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior agreements, promises and representations with respect to the subject matter hereof, whether oral or written. This Agreement may be modified or amended only by a writing executed by the parties hereto.
14. Counterparts; Facsimile. This Agreement may be executed in one or more counterparts, each of which shall be considered an original, but all of which together shall be considered as but one instrument. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the day first above written.

[NEXT PAGE IS THE SIGNATURE PAGE]



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WILLIAMSON COUNTY

By: _____

Name: Dan Gattis

Title: County Judge

Date: 8-21-2017

PAYLOGIX, LLC

By: Richard Pfadenhauer

Name: Richard Pfadenhauer

Title: President

Date: 02 August 2017

BENEPLACE, INC.

[NAME OF AGENT FOR EMPLOYER]

D.S. Henderson

(agreeing to the above in its capacity as agent for the Employer (and it will act as a liaison for the Employer) and, with respect to Section 6 above, agreeing to be primarily liable to Paylogix for the compensation as set forth in an agreement between Paylogix and Beneplace, dated 01 October 2016)

By: [Signature]

Name: DAN A GATTIS

Title: County Judge