



AGREEMENT TO PROVIDE WORKFORCE MANAGEMENT SOLUTIONS

Between

Checkmate Workforce Management Solutions (Checkmate)

and

Business name: **Carroll County Commissioners**

Payday: Friday Frequency of Pay: Weekly/Biweekly

You (sometimes also referred to as "Client") agree to submit the payroll online, fax a completed worksheet, or phone in employees' hours by: **3 days prior to pay day.**

Checkmate Services Include (check all that apply):

Payroll Services

Checkmate will provide solutions that streamline all tasks associated with payroll processing. Your payroll will be customized to accommodate your unique management needs. Specifically, we will produce a payroll based on your pay frequency and pay date including any and all pre- and post- tax deductions, generate third party payments as required for payroll deductions, garnishments, and payroll tax liabilities. We will provide you with reports, either paper or electronic, that clearly show the pertinent data for your payroll.

It is our expectation that clients review their payroll and payroll reports provided with each payroll. All changes made at your request should be reviewed, starting with the payroll in which the change is to be effective. Any errors identified must be immediately brought to our attention, but in no event later than thirty (30) days after the date of the payroll for which the change was effective.

As long as payroll is submitted by Client three days prior to pay day, Checkmate will guarantee the timely processing of the payroll, such that the employees of the Client will be paid on the scheduled pay day. Checkmate agrees to indemnify and hold Client harmless for losses resulting from its failure to do so. Checkmate also guarantees the accuracy of the payroll that is processed, according to the specific payroll details submitted by the Client online, or provided to Checkmate by the Client via email, phone or any other method. To the extent that the data processed by Checkmate deviates

or any other method. To the extent that the data processed by Checkmate deviates from the specific details provided by the Client, Checkmate will indemnify and hold Client harmless for losses resulting from its failure to provide accurate payroll services.

Payroll Setup

Checkmate takes full responsibility for setting up your account in our system and if we start your payroll at any time other than the beginning of the year we will enter the payroll amounts for payrolls processed during the year so that the employee W-2's and other annual tax returns accurately reflect each employee's compensation for the year.

Payroll Tax Services

Checkmate will provide complete payroll tax compliance services including; payroll tax deposits, New Hire reporting, and preparation of all required Federal and State monthly, quarterly, and annual tax returns. In order to provide this service Checkmate (or its designee) will withdraw from your designated bank account on the day before pay day the entire amount of the payroll tax liabilities for your payroll. If your federal 941 tax deposit liability exceeds \$99,999 at any time, you will be required to wire the amount of the liability on the day before payday and no amount will be deducted from your bank account. Wire instructions will be provided.

If, at the end of any quarter or at the end of the year, we have not processed any payrolls on your behalf, there will be an additional charge of \$100.00 to prepare any required returns.

Direct Deposit

Checkmate will transfer funds using the Automated Clearinghouse (ACH) to pay Client employees who elect to receive their pay via direct deposit. Under this Agreement, Checkmate's *Preauthorization for the Transfer of Funds*, attached hereto as Addendum A, must be signed by an authorized agent of the Client, and returned to Checkmate, prior to Checkmate processing the first ACH transaction.

Client must abide by the rules of the National Automated Clearinghouse Association, as well as the laws of the State of New Hampshire, Checkmate's *Policy Regarding Impounding of Funds* (attached hereto as Addendum B) and all other applicable rules and regulations with respect to the direct deposit of funds.

Employee Services Features

Checkmate will provide Client access to a self-service, web based system for providing employers and their employees with online access to personnel information, pay statements, time off accruals and other features in accordance with the details of these services described in the accompanying literature and subject to the conditions noted in Addendum C.

Time and Labor Management System

Checkmate will provide Client access to a self-service time and labor management system in accordance with the details of that system described in the accompanying literature and subject to the conditions noted in Addendum D.

Human Resources Information System (HRIS)

Checkmate will provide Client access to a self-service HRIS system in accordance with the details of that system described in the accompanying literature and subject to the conditions noted in Addendum E.

Security and Privacy of Information

Checkmate is responsible for the security, confidentiality and privacy of the information provided to it by the Client. Checkmate will use mutually acceptable methods for protecting such data, given the nature of the information involved (names, social security numbers, income information, etc). Checkmate will not disclose company confidential or personally identifiable information of the employees of the Client to any third party, for any reason, outside of the conditions set forth in this Agreement, without obtaining prior consent from the Client. Checkmate acknowledges and agrees that it is legally obligated to protect the confidential data that it receives from the Client, whether or not such information is designated as confidential. Checkmate agrees to keep in force Cyber Liability insurance to ensure that it has the resources required such that the Client and its employees are protected in the event of a security breach. Checkmate also agrees to comply with all applicable information security laws, including, but not limited to, the laws of the State of Massachusetts, relative to data security, security breaches, and personally identifiable information.

Checkmate agrees to use commercially reasonable safeguards to prevent use or disclosure of information relating to Client or its employees and shall develop, implement, maintain and use appropriate administrative procedures, and physical and technical safeguards, to reasonably preserve and protect the confidentiality, integrity and availability of confidential information, including electronic information stored on a website or on any cloud storage services.

Checkmate agrees, to the extent permitted by law, to destroy or return, all Client information, including all information relating to Client's employees, upon termination of this Agreement for any reason. To the extent that Checkmate must retain copies of any such information, Checkmate shall continue to maintain the confidentiality of such information.

Fees

Checkmate's fees, unless modified by Addendum F, for standard and optional services selected above are based on the fee schedule currently in effect and supplied separately to you. To obtain payment for our services, we will directly debit your account for each payroll. We will provide you with an invoice identifying such payments, including an appropriate breakdown of the fee.

Miscellaneous

To ensure that personal and private information is kept confidential, Client agrees to transmit any and all employee information (required by Checkmate to provide services to Client hereunder) either by facsimile or through the encrypted, secure file upload service provided by Checkmate.

Checkmate cannot guarantee timely delivery of your payroll if the information is inaccurate or not transmitted by the agreed upon day and time.

You agree to indemnify and hold us harmless (as and to the extent set forth in the following paragraph) from the claims of:

- a. People whom you pay if you issued a stop payment order with respect to a payment that was due to them from you, or your account contained insufficient funds to satisfy a payment you owed to them;
- b. Taxing authorities with respect to payments due to them from you, if their credit was reversed due to insufficient funds in your account; or
- c. Other banks if they suffered damages or loss due to insufficient funds in your account.

Termination; Payment Upon Termination

The initial term of this agreement starts with the "Effective Date" and ends as of 36 months after the "Effective Date." After the initial term, this agreement will terminate. During the "Initial Term" of this agreement, the pricing for services stated

within this agreement and within any addendums to this agreement will remain in place and there will be no price increases in these fees, during the "Initial Term."

In addition, either party may terminate this Agreement in the event that the other party fails to cure any material breach of any material term of this Agreement following thirty (30) days' written notice of such breach from the non-breaching party; provided, however, that the Client shall have no opportunity to cure any failure to provide sufficient funds to cover payroll and, in such case, Checkmate shall be entitled to terminate this Agreement effective immediately. The effective date of termination shall be referred to herein as the "Termination Date." In the event of termination of this Agreement by either party, regardless of the reason for termination, the Client shall pay Checkmate the fees incurred through the Termination Date and neither party shall be liable to the other for any further payments solely as a result of such termination.

Entire Agreement

This Agreement contains the entire agreement of the parties as to the subject matter hereof, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties as to the subject matter herein.

Severability

If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

Amendment

This Agreement may only be modified or amended in a written document signed by both parties.

Governing Law

This Agreement shall be construed in accordance with the laws of the State of New Hampshire without reference to its conflict of laws principles. The parties submit to the exclusive jurisdiction of the state and federal courts situated in New Hampshire.

Notice

Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

Assignment

Neither party may assign or transfer this Agreement without the prior written consent of the non-assigning party.

Counterparts; Facsimile & PDF Signatures

This Agreement may be executed in two or more counterparts (including facsimile or portable document file (pdf) signatures), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

COMPANY NAME: Carroll County, New Hampshire

Signature: Amanda J. Bevard

By: Amanda Bevard Chairman
(Print Name) (Title)

Duly authorized

Date: 11/8/2017

CHECKMATE PAYROLL SERVICES, INC.

Signature: [Signature]

By: Joshua Robinson President
(Print Name) (Title)

Duly authorized

Date: 10/2/17

ADDENDUM A
Pre-Authorization for Transfer of Funds

Date: _____

I, _____, the _____ of **The Client** (“**The Client**”), on behalf of **The Client**, hereby authorize **The Client’s** bank to pay upon demand a pre-authorized electronic fund transfer prepared by Checkmate, and payable through **The Client’s** processing bank for the total of **The Client’s** employees’ payroll deposits to various financial institutions participating in the EFT banking system of the New England Automated Clearing House (ACH transactions).

The transfer of funds from **The Client’s** account will be made two days prior to the effective date on which the funds will be deposited into the employees’ accounts.

If there are reasonable grounds upon which Checkmate bases a good faith belief that (i) there are insufficient funds in **The Client’s** account to cover any transfers or payments **The Client** has authorized or (ii) **The Client** will return, reverse or dishonor any transfer of funds to Checkmate to cover any transfers or payments it makes on **The Client’s** behalf, Checkmate must notify **The Client** of its good faith belief and the grounds therefore no less than two (2) business days prior to any scheduled transfer and provide **The Client** the opportunity to confirm its intention and ability to cover any such transfer or payment. If **The Client** so confirms its intention and ability, Checkmate will proceed with such transfer or payment in accordance with the terms of this Addendum A. Only in the event that **The Client** is unable or unwilling to confirm its intention and ability to cover any such transfer or payment, may Checkmate refuse to authorize its financial institution (the “Paying Bank”) to transfer such funds, or reverse the transfer from the Paying Bank to the payroll accounts without any liability to Checkmate.

If any transfer or payment of funds for or on **The Client’s** behalf is dishonored or returned for any reason, including, but not limited to, insufficient funds in **The Client’s** accounts to cover the transfer, the closing of **The Client’s** account, the inability to locate **The Client’s** accounts, an unauthorized transfer, a reversal by **The Client** of a transfer, or any other reason, Checkmate will:

- a. Require that **The Client** or **The Client’s** bank wire the appropriate funds, including any fees and expenses, to the Paying Bank by no later than 2:00 PM Eastern Time on the day Checkmate notifies **The Client** of the dishonor or return; and
- b. Assess a fee of \$100.00 or 1% (whichever is greater) of the total amount of the dishonored transaction per day, for each day from the date when Checkmate is notified of the dishonored transaction, until

ADDENDUM B

Policy Regarding Impounding of Funds

To facilitate the timely and prompt payment of Client's employee direct deposit transactions, employee live check transactions and payroll tax liabilities that Checkmate has been engaged to manage, Client understands, acknowledges and agrees to the following terms and conditions:

1. Checkmate will withdraw funds to cover employee direct deposits from your account forty-eight (48) hours prior to the pay date and deposit said funds into a trust account maintained by Checkmate. Said funds will be deposited into employee accounts from the trust account on payday.
2. Checkmate will withdraw funds to cover all payroll tax liabilities from your account twenty-four (24) hours prior to payday and deposit said funds into a trust account in Checkmate's name maintained by Checkmate.
3. At or before the time of such withdrawal, Client shall have in its account, good, sufficient and immediate funds to satisfy all of Client's then due direct deposit and payroll tax liabilities to be paid by Checkmate on Client's behalf.
4. If, for any reason, Client should fail to provide good and sufficient funds for Checkmate's access to meet Client's payroll obligations, then Client hereby authorizes Checkmate to apply any unremitted payroll tax funds then held by Checkmate towards any payroll deficiency and/or other financial obligation that Client may have to Checkmate hereunder. Checkmate agrees that the only situation that could exist where it would use Client's payroll tax funds for any reason other than the timely payment of Client's payroll tax obligations is in the situation where the Client has failed to meet its financial obligations to Checkmate as specified in the Payroll Service Agreement or this Addendum.

Client's Initials: _____

Checkmate's Initials: _____

ADDENDUM C


Policy Regarding Use of Employee Services Features

Client understands, acknowledges and agrees to the following terms and conditions relative to Checkmate's provision of "Employee Services" (as defined below):

- 1) Employee Services include the ability of employees/agents to access their pay statements and W-2 forms online; the ability of employees/agents to change their demographic information online; W-4 elections and such other Employee Service features Client (in its discretion) may add, delete or make available to Client employees.
- 2) Checkmate is a conduit for all information relative to employee services and relies solely upon Client for valid and accurate information.
- 3) Direct deposits are subject to the Federal Electronic Funds Transfer Act (15 U.S.C. § 1693 et seq.), federal Regulation E (12 C.F.R par 205), and National Automated Clearing House Rules. Checkmate's HRIS is the channel for your employees to designate Direct Deposit routing and account information. Checkmate is not liable for the accuracy of any bank information entered; this includes data entered by the Client or agent of the Client, an individual employee, or in documentation submitted to Checkmate for manual entry.
- 4) Client shall put in place measures reasonably likely to result in employee information being kept current and up to date and shall regularly convey such employee information to Checkmate.
- 5) All employee information will be encrypted and password protected.
- 6) Client will put in place reasonable measures to ensure that employee changes reported to Client will be conveyed in a timely manner to Checkmate.
- 7) Client is responsible for the management of their employee's/agent's access to the payroll records and for maintaining the privacy of such information. This includes: (a) managing how Client's employees/agents use and access Checkmate's system; (b) monitoring and approving changes made by the employee/agent to their records; and (c) removing employee/agent access upon termination (employees will continue to have access to Checkmate's system unless and until removed by Client).

- 8) Client is responsible for securely transmitting its employees'/agents' personal data to Checkmate. Confidential personal data should not be transmitted via e-mail or voice mail.

Client's Initials: 

Checkmate's Initials: 

ADDENDUM D

Policy Regarding Use of Time & Labor Management System

Client understands, acknowledges and agrees to the following terms and conditions relative to Checkmate's provision of "time & labor management" solutions:

- a. Checkmate is a conduit for all information relative to time & labor management and relies solely upon Client for valid and accurate information.
- b. Client must ensure that all information is current and updated and shall continually convey accurate and current information to Checkmate.
- c. Any and all Client employee changes to records or data must be reported by any of Client's employees first to Client and then from Client to Checkmate.
- d. All employee information will be password protected and encrypted.
- e. Client agrees to hold Checkmate harmless and to indemnify Checkmate from any and all claims (made by Client or any of Client's agents or employees) on account of Checkmate's display or reporting, of any inaccurate information, provided to it by the Client relative to employee time and attendance.

Client's Initials: 

Checkmate's Initials: 

ADDENDUM E

Policy Regarding Use of Human Resources Information System (HRIS)

Client understands, acknowledges and agrees to the following terms and conditions relative to Checkmate's provision of "human resources information system":

- a. Checkmate is a conduit for all information relative to human resources information systems and relies solely upon Client for valid and accurate information.
- b. Client must ensure that all information is current and updated and shall continually convey accurate and current information to Checkmate.
- c. Any and all Client employee changes to records or data must be reported by any of Client's employees first to Client and then from Client to Checkmate.
- d. All employee information will be encrypted and password protected.
- e. Client agrees to hold Checkmate harmless and to indemnify Checkmate from any and all claims (made by Client or any of Client's agents or employees) on account of Checkmate's display or reporting, of any inaccurate information, provided to it by the Client.

Client's Initials:

Checkmate's Initials:

ADDENDUM F – Pricing

<p><u>Payroll Services:</u></p> <ul style="list-style-type: none"> • One-time Account Setup Fee <ul style="list-style-type: none"> ○ \$4200.00
<ul style="list-style-type: none"> • Payroll Processing Fee/Tax Filing <ul style="list-style-type: none"> ○ \$10.00 Per Employee Per Month • NHRS Reporting <ul style="list-style-type: none"> ○ \$1.00 Per Employee Per Month Being Reported On • CMS Reporting/PBJ <ul style="list-style-type: none"> ○ \$1.00 Per Employee Per Month Being Reported On • GL File Output <ul style="list-style-type: none"> ○ included, File Setup Fee TBD once needs are assessed • Payroll Audit <ul style="list-style-type: none"> ○ \$2100.00 (Included No Charge) <ul style="list-style-type: none"> ▪ Full DOL/Tax Compliance Review <u>in regards to Pay</u> • Accrual Tracking <ul style="list-style-type: none"> ○ \$1.00 Per Employee Per Month (Included No Charge)
<p>Annual W2 Processing: (\$6 per W2)</p>

The Payroll Processing Fee includes the following services:

- Payroll processing: printing checks/vouchers and payroll reports for each pay period
- Direct deposit of employee paychecks
- Filing quarterly and annual payroll tax returns, including: 940, 941/944, and any state specific payroll tax returns
- Payroll tax payments
- New hire reporting
- Paid time off accrual/balance tracking
- Access to electronic reports – via email or internet download
- Easy to use ad-hoc and pre-designed reporting engine with full export capabilities into 6 file formats (e.g. .xls, .pdf., .csv etc.)
- Use of Checkmate’s online payroll management system and access to online pay statements for your employees

Optional Fees and Services

Courier Delivery Fee	\$9.00 per payroll
Pay Statements Stuffed and Sealed	\$0.50 per printed pay statement
Mobile App	INCLUDED
Multi-State Tax Processing (> 3 states)	\$100 per additional state, per year
PosterLink Subscription Service	INCLUDED
Think HR- Online HR Knowledgebase	INCLUDED
Third Party Checks	\$2.25 per check

ADDENDUM F – Pricing

Workforce Ready Time & Attendance– Enterprise

- TLM Setup Fee
 - \$2900.00 one-time
- Recurring Usage Fee
 - \$4.00 per active employee, per month

System Highlights:

- Flexible Accruals Engine
- Time-off Request Workflow
- Customizable Reports
- Exception Tracking for DOL Compliance
- Workforce Management Dashboard
- Scheduling and Workday Breakdown
- Job Costing

ACA Manager/Tax Filing

- Setup Fee
 - \$1000.00 one time
- Recurring Usage Fee
 - \$18.00 per employee per year (\$1.50 per employee per month if starting in January)

System Highlights:

- Generate best-fit schedules
- Control labor costs
- Minimize compliance risk
- Create schedules that align staffing requirements with budget and demand
- Drive employee engagement

Client's Initials: GB

Checkmate's Initials: JA

Addendum G – Service Level Agreement

Carroll County – Checkmate Service Level Agreement Supporting the Workforce Management Platform Known as CheckmateHCM/Workforce Ready

Purpose of Agreement

The purpose of this agreement is to clarify the terms and conditions of support that Checkmate Payroll Services Inc. (“Checkmate”) will provide to **Carroll County**, specifically in regards to the use of Checkmate’s workforce management technology. Checkmate believes that its customers should be able to expect an exceptional level of service from the company as a payroll, and workforce management solutions provider. This document sets forth what constitutes acceptable service from Checkmate in quantifiable and measurable terms. It also documents Checkmate’s service objectives and how those objectives will be measured. Although each customer’s situation varies, Checkmate will strive to meet and exceed these standards across all the customers for which this Service Level Agreement (“SLA”) applies.

This addendum will not be effective sooner than ninety (90) days following the Effective Date of the Agreement.

General Feature Set Covered:

- Time and Labor Management, including all aspects of Employee and Manager Self Service, Shift Differentials, and all rules related to how employees are paid based on hours worked, piece rate pay, paid time off, etc.
- Payroll Management, specifically regarding the configuration and ongoing use of services including NHRS reporting, analytics for DOL wage and hour compliance, and general payroll processing and tax filing services.
- Affordable Care Act – Tax reporting and monitoring of ACA compliant plans being offered to staff as appropriate.

Implementation Related Services:

For each of the modules listed above, Checkmate will configure functionality according to the custom needs of the Client, as determined and agreed to by Checkmate and the Client, during an implementation kick-off call that is conducted prior to the start of the configuration process for each module. During this kick-off call for each module, Checkmate and the client will:

- Determine the scope and success criteria for that implementation, identifying the custom aspects of the implementation that are absolutely required vs. the aspects that are desired but not required.
- Identify the champion at Carroll County who will be responsible for the successful implementation, all key stakeholders, and their roles in the process.

- Identify and acknowledge the areas where the implementation of a specific module will overlap with functionality that is already in use or will be used in the future.
- Identify any 3rd parties that will need to be included in this process, and what will be done in the event that Checkmate or CARROLL COUNTY are unable to make progress due to the 3rd party.

Following this kick-off call for each module, Checkmate will:

- Develop an implementation plan that includes details on all deliverables that are due from Checkmate and those that are due from the client.
- Execute the implementation plan.
- Conduct weekly calls with The Client to provide updates on the implementation process, identify outstanding issues and assign follow-up tasks to responsible parties, to ensure that everyone is on the same page.
- Provide the client with basic, Admin level training.
- Provide the client with basic, end user documentation for internal training purposes.
- Work with the client to obtain sign off as soon as the implementation part of the project is completed.

During the implementation process, Checkmate will not:

- Act on or consider any communication that is sent by someone other than the designated champion.
- Act on or consider any modification requests that are not related to the fundamental functionality of the module being implemented (e.g. changing how things are labelled, or other superficial, cosmetic things).

After the implementation is complete, Checkmate will:

- Work with the client to create a punch list of items that need to be addressed/fixed/enhanced.
- Commit to a reasonable timeframe for completion of items on the punch list.
- Identify any punch list items that will require additional implementation or training costs.

In the event that one party believes that the other party has not met their commitments in regards to the implementation of one or more modules, both parties agree to conduct a conference call or in person meeting to review the specific details on what was promised in the kick-off meeting for the module in question, and to establish a new set of dates for delivery on any item that was promised but not provided.

Change Management

It is important that Checkmate and CARROLL COUNTY both understand that future changes to implemented functionality are possible – but given the complexity of the

system and the desire to avoid any negative impacts to modifying already built functionality, the process for requesting and implementing changes is complicated and can take some time. In order to address these situations efficiently, Checkmate and CARROLL COUNTY agree to utilize the following change management process:

1) CARROLL COUNTY will provide Checkmate with a request to change the system.

Each request to change the system must include:

- a. A detailed explanation of exactly what needs to be changed – including accurate references to specific database fields and pages within the system.
- b. An explanation of the business case behind the request.
- c. Any supporting documents that are related to the change being requested.
- d. Approximate date when the change is desired to be completed.

2) When a Change Request is submitted, Checkmate will:

- a. Only consider change requests that were submitted by the designated champion.
- b. Review and respond to the request with either follow-up questions and/or details on any additional cost that will be incurred and an anticipated timeline to completion, within 5 business days. In this communication, Checkmate will provide a commitment regarding when a detailed outline of the steps required for the change (along with any relevant notes on unanticipated impact of the change request) will begin.
- c. In the event that a request is submitted and the request simply cannot be accommodated by the system, Checkmate will reply to the request as soon as possible, with this information.
- d. Provide a detailed outline of the steps required for the change (along with any relevant notes on unanticipated impact of the change request) for sign off by CARROLL COUNTY.

3) Once Checkmate has provided a detailed analysis on the Change Request, CARROLL COUNTY will:

- a. Review the detailed analysis and respond with questions and/or sign off, allowing Checkmate to proceed with the change.

Training and Support

- Checkmate's end goal is to configure the Checkmate HCM technology to meet the needs of Carroll County, based on the needs that are identified and agreed to during the initial implementation call. Additionally, Checkmate's goal is to train Carroll County staff on how to utilize the Checkmate HCM and technology and how to maintain and modify the configuration of the Carroll County account. As a result, it is expected that Checkmate will regularly and continuously be

working with Carroll County to further enhance and modify the system. As a general rule, there is no additional cost for this work.

- For each module outlined in the “Feature Set” on page 1 of this Addendum, Checkmate is committed to providing the client with adequate admin level training and system documentation so that the client is able to conduct their own internal training sessions and to provide basic user support for its employees.
- Repeat instances of training sessions that were already provided, and/or support time is available and can be purchased on a per hour basis (\$125/hour), or pre-purchased in bulk (\$1800/20 hour block).

Pre-Purchasing Support Hours

- **Carroll County** may pre-purchase support hours from Checkmate, in minimum increments of twenty (20) hours, at the rate specified in the paragraph above.
- Checkmate will calculate the amount of support time that has been incurred, on a monthly basis.
- The remaining balance of support time will be displayed on the monthly invoice that Checkmate provides to CARROLL COUNTY.
- Checkmate will provide a reasonable amount of detail regarding the support time that was incurred, including relevant info on the module and contact person associated with the support request.

Providing Support – Hours of Operation

With the exception of Emergency Support, generally speaking, the regular business hours during which Checkmate will provide support under this agreement are:

- Monday – Thursday: 8:30a-4:30p EST
- Friday: 8:30a-3:30p EST

Email Communications

As of the effective date of this agreement, all CARROLL COUNTY email communications to Checkmate will:

- Be sent from the CARROLL COUNTY champion for the module in question.
- Be sent to the client’s assigned account manager at Checkmate
 - For CARROLL COUNTY, this is Jennifer Kretovic (jkretovic@checkmatenh.com).

During the course of each business day, the account manager will review their in-box, scanning for any emails with “Emergency Support” in the subject line and any other emails that can be quickly responded to.

Any emails that cannot be quickly responded to and do not have "Emergency Support" in the subject line, will be added to a log that will be reviewed and discussed during a scheduled, recurring, bi-weekly call between Checkmate and the client.

Researching and Testing

Generally speaking, when a support issue arises, which requires Checkmate to research and/or test functionality, because the support request is related to something that Checkmate is unfamiliar with, this time will not be billable under the terms of this agreement. However, the time that is required for Checkmate to document and communicate with CARROLL COUNTY in order to resolve the support issue will be billable time.

While this "Research and Testing" clause is a rule that will generally apply, Checkmate reserves the right to bill for time spent on research and testing, if the specific functionality that is required is so unique that there is little possibility of using the knowledge gained in the "research and testing" time for the future benefit of other Checkmate clients.

Scheduling Support

Any support related to new module implementations or complex configurations that will require more than ½ hour of support should be scheduled at least one day in advance.

Recurring Conference Call

Checkmate and the client will conduct a bi-weekly teleconference, following the completion of the initial implementation process. The purpose of this teleconference is to review the list of outstanding items, identify which items need resolution sooner than others, and to provide the client with a commitment from Checkmate on approximately when each outstanding item will be resolved.

Checkmate's time spent on this conference call is not billable time under the terms of this agreement.

Initially, this bi-weekly conference call will be scheduled for 1 hour.

The client may decide how their time is spent during this bi-weekly conference call. For instance, the client may decide to spend the first 30 minutes reviewing updates since the previous call, and the remaining 30 minutes on a detailed tutorial on how custom reporting works.

Emergency Support

Under the terms of this agreement, Emergency Support is deemed to be any type of support that Checkmate is required to provide, at the last minute, with little option for scheduling or planning.

Emergency Support could occur during normal business hours, or after normal business hours. More than anything else, the criteria that determine Emergency Support is the urgency of the need of the client, and the lack of planning or scheduling. Any event deemed to be Emergency Support will be billed at 150% of the normal “pre-purchased” rate, as defined in *Addendum A – Professional Services Fees*.

Emergency Support – Examples

- Client modifies something in the system, causing other functionality to stop working, which impacts multiple users (this could be deemed an emergency due to the number of stakeholders).
- Client requires Checkmate’s assistance to diagnose an issue with the communication of data from Checkmate’s system to a 3rd party system, and the root cause is determined to be related with the 3rd party vendor.
 - Checkmate will know whether this is an “emergency” or not because the word “emergency” will be included in the email subject line of the email from the client. The “billable” nature of this support will be determined based on extent to which Checkmate caused the issue vs. CARROLL COUNTY vs. the other 3rd party.
- Any employee of **Carroll County** who is a champion for one or more of the modules that has been or will be implemented sends an email to their designated account manager with the phrase “Emergency Support” in the subject line.

In order to initiate an Emergency Support Event, an authorized employee from **Carroll County** will contact Checkmate via email and/or phone. When an event is initiated, Checkmate will provide an initial response with an estimated timeframe to resolution, within two (2) business hours of the event being initiated.

Checkmate may determine, on occasion, that even though the client sent an email with “Emergency Support” in the subject line, the issue in question is not actually urgent. In these cases, Checkmate will communicate this with the client as soon as possible, to verify that the issue can be added to the log for the next scheduled, bi-weekly support call.

Additional Training and Support for Managers and Employee Level Users

It is expected that, from time to time, **Carroll County** may need Checkmate’s assistance with:

- Providing additional, live demos of functionality (Checkmate is always happy to provide the first demo at no cost – and a copy of the recording) to various stakeholders;
- Participating in a conference call or at a staff meeting to answer questions and concerns from one or more groups of employees; or

- Conducting training sessions for managers and employee level users of the system.

All demonstrations, and conference calls will be conducted via Adobe Connect, Go-To Meeting, or another platform that allows for the session to be recorded. CARROLL COUNTY will be provided with access to these recordings for future reference.

Ongoing Training and Support on New Functionality

Checkmate will be conducting a series of training webinars for clients. For the most part, these webinars will be focused on advanced payroll and time and labor related topics that the client has already received basic training on. Occasionally, Checkmate will invite the client to participate in these webinars. Whenever a representative from the client attends one of these webinars, they will also be provided with access to the recording of the webinar. Unless otherwise indicated, the client's participation in these webinars will be at no additional cost, and the time spent on these webinars will not reduce the balance of pre-purchased support hours.

Carroll County

Signature	<u><i>Amanda J. Bevard</i></u>	Date	<u>10/8/2017</u>
Print Name	<u>Amanda J. Bevard</u>	Title	<u>Chairman</u>

Checkmate Payroll Services, Inc.

Signature	<u><i>JR</i></u>	Date	<u>10/2/17</u>
Print Name	<u>Joshua Robinson</u>	Title	<u>President</u>

