



<b>Office Use Only</b>		
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Payroll Office:		

## PrimeFlex – POP Application

### (1) EMPLOYER/ADMINISTRATOR INFORMATION

Contact Name	Business Federal ID #	Date of Application / /
Company Name	Telephone Number ( )	
Address (Street – No P.O. Boxes, City, State & Zip Code)		
Contact Email	SIC Code	Fax Number ( )

Tax Filing Status:  C-Corp  S-Corp  Partnership  Sole Proprietor  Non-Profit  LLC  Other \_\_\_\_\_

Total Number of Employees \_\_\_\_\_ Specify all applicable payroll cycles (12, 24, 26, etc.) \_\_\_\_\_

Do you own interest in any other business?  No  Yes If yes, Name \_\_\_\_\_

Address if different \_\_\_\_\_ Federal ID # \_\_\_\_\_ PrimePay Client # \_\_\_\_\_

Affiliated Co. included in plan?  Yes  No If yes, affiliated company tax filing status: \_\_\_\_\_  
(Please provide a separate sheet for information on additional affiliated companies.)

Do you currently have a Section 125 Cafeteria Plan (POP/FSA)?  Yes  No

If yes, will this be an amend and restate?  No  Yes If yes, original plan effective date \_\_\_\_\_ Original plan # \_\_\_\_\_

Do you have a Union?  Yes  No

### (2) PARTICIPATION AND ELIGIBILITY REQUIREMENTS

Check eligible employees and their respective maximums. If a category is checked, but a maximum is not elected, it will be defaulted to the maximum. (Check any or all that apply)

- Employees Eligible for Group Health Benefits
- All Employees
- Employees expected to work at least \_\_\_\_\_ hours per week will be included
- Employees reaching \_\_\_\_\_ years of age will be included (maximum 21 years)
- Employees meeting Probationary period of \_\_\_\_\_ months will be included (maximum 36 months)
- Employees meeting Probationary period of \_\_\_\_\_ days will be included
- Members of bargaining unit will be included

**Entry Date** – An employee is able to enter and participate in the Plan on such date after they have met the eligibility requirements above. \_\_\_\_\_ (i.e. first day of following month, same as group health, immediately)

**Plan Year** - PrimeFlex first year administration shall begin on (plan effective date) the first day of \_\_\_\_\_ (month/year).  
The 12 month plan year shall begin on \_\_\_\_\_ (month/day).

### (3) AVAILABLE BENEFITS

Select the benefits available to eligible employee(s). These benefits are taken through salary deductions. (Check any or all that apply)

- Group Health Insurance – Current PrimePay deduction code: \_\_\_\_\_
- Voluntary Term Life Insurance Premium – (**Employee Only** - Up to \$50,000 in death benefits.) Current PP deduction code: \_\_\_\_\_
- Disability Insurance Premium – (**Employee Only**) Current PP deduction code: \_\_\_\_\_ (\*Collected benefits become taxable.)
- Cancer Insurance – Current PrimePay deduction code: \_\_\_\_\_
- Dental Insurance – Current PrimePay deduction code: \_\_\_\_\_
- Vision Insurance – Current PrimePay deduction code: \_\_\_\_\_
- Accidental Death & Dismemberment Insurance – Current PrimePay deduction code: \_\_\_\_\_
- Supplemental Health Insurance – Current PrimePay deduction code: \_\_\_\_\_
- Other Insurance – Specify \_\_\_\_\_ Current PP deduction code: \_\_\_\_\_
- HSA – If checked, is the HSA through PrimeFlex?  Yes  No If yes, current PrimePay deduction code: \_\_\_\_\_

#### **(4) BILLING**

Monthly Administration Fees: 1-99 Employees – \$25 per month (payroll client) or \$300 per year (non-payroll client)  
100 & Greater Employees – \$40 per month (payroll client) or \$480 per year (non-payroll client)

#### **(5) AUTHORIZATION**

I have read, understand and agree to the PrimeFlex Terms and Conditions stated below on this document as attested by the signature below, effective on the date of the signature.

Employer (sign here) \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

### **PrimeFlex Terms and Conditions**

#### **Eligible Employees**

The Employer must establish eligibility requirements in order for employees to participate in the Plan and may select up to the maximum listed or instead select lower requirements for participation. The ability to select a lower requirement applies to any of the regulations for participation in the Plan. Many of the regulations listed may exclude an employee from participating in the Plan. By not selecting any exclusions, all employees will be eligible for participation. Any excludable options left blank will also be considered as being included.

#### **Appointment**

Subject to the supervision of the Employer/Administrator, the signee on the top of this page of this agreement, the appointed Administering Agent will administer the Plan, including the amendments thereto in accordance with its terms. All of the provisions of the Plan, including the provisions governing indemnification and limitations of liability, are hereby incorporated by reference. PrimeFlex services are limited to: preparation of a Plan Document, Summary Plan Description, employee election forms, and required testing. The Plan will remain in the possession of the Administrator and will be kept within the guidelines of Section 125 of the Internal Revenue Code and ERISA. The Employer also appoints and authorizes PrimeFlex to act as its agent and in its name for the Employer's use and benefit with respect to establishment of the Plan using the Plan Application.

#### **Entry Date**

Choosing this option does not constitute an open enrollment. It allows newly eligible participants to enroll on the specified dates only. This is optional.

#### **Employer Responsibilities**

The Employer shall provide to PrimeFlex the information necessary to provide administrative services to the plan in a timely manner. This information should include the employee census data. The Employer will provide all information necessary to complete required testing. All administrative services fees will be paid by the plan sponsor on a monthly/annual basis.

#### **Termination**

This agreement may be terminated by proper notice of one party to the other. Following the termination of the Plan, this agreement shall automatically terminate, and final reports prepared. Terms by which this agreement can be terminated are by written notice sixty (60) days in advance from either party. There will be a \$75 termination fee for agreements terminated within the first 90 days.

Within 20 days after termination or expiration of this agreement, the Employer shall return to PrimeFlex all manuals, brochures, computer programs, customer and vendor data bases, and any other documents regarding the PrimeFlex programs and systems and any copies thereof. In addition, the Employer shall refrain from any further direct or indirect use of or reference to the PrimeFlex marks, systems, publications, manuals, brochures, documents, computer programs and computer databases in connection with the marketing, use, implementation, license, sale or distribution of any program or system that enables Employers to offer employee benefits on a pre-tax basis. Finally, the termination of this agreement shall not affect the duty of the Employer not to infringe on PrimeFlex's trademarks and copyrights and not to disclose and keep confidential all said Confidential Information supplied to the Employer by PrimeFlex.

#### **Contact Information**

Mailing Address: PrimeFlex  
596 Lancaster Avenue  
Malvern, PA 19355

Phone: (888) 222-3411 (ask for PrimeFlex)  
Fax : (610) 296-4557  
Email: primeflex@primepay.com