

CS-22-001

BOCC CONTRACT APPROVAL FORM
(Request for Contract Preparation)

CONTRACT TRACKING NO.

CM3216

GENERAL INFORMATION

Requesting Department Human Resources

Contact Person: Laura Scott or Ashley Metz

Telephone: (904) 530-6075 Fax: (904) 321-5797 Email: lscott@nassaucountyfl.com ; ametz@nassaucountyfl.com

CONTRACTOR INFORMATION

Name: Aetna Life Insurance Company

Address: 151 Farmington Ave Hartford CT 06156
City State Zip

Contractor's Administrator Name: Kimberley A. Howe Title: Sr. Account Executive

Telephone: (904) 238-7822 Fax: () _____ Email: HoweK@aetna.com

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF CONTRACTOR (NAME AND EMAIL ADDRESS)

Authorized Signatory Name: _____

Authorized Signatory Email: _____

CONTRACT INFORMATION

Contract Name: Aetna HRA Agreement

Description: Health care reimbursement arrangement plan (HRA)
GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.

Total Amount of Contract: \$75,000 estimated in service fees over 3 years
APPROXIMATE IF NECESSARY

Source of Funds/Account: Department budgets; object code 523030 and Constitutional offices; object code 523010 Termination/Cancellation: _____

Authorized Signatory: BOCC Chairman
IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: 01/01/2023 to: 12/31/2025

Status: New _____ Renew _____ Amend# _____ WA/Task Order

How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other

If Processing an Amendment:

Contract #: _____ Increased Amount to Existing Contract: _____

New Contract Dates: _____ to _____ Total or Amended Amount: _____

Continued on next page

CHECKLIST		
<i>Review/Complete before sending contract for final signature</i>		
Requirement	Description	Complete By
Contract, Exhibits and Appendices	1) The contract and all documents incorporated by reference in the contract, including exhibits and appendices are attached (including E-Verify, Pricing, Scope, etc.) and properly identified; and 2) All such documents have been read and agreed to in their entirety by originating department and staff members who have obligations under this contract.	Dept
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	Dept
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	Dept
Competition/Conflicts and Existing Contracts/Compliance	This contract does not conflict with any other contracts, promises or obligations of the BOCC. The requesting department verifies the BOCC can comply with all terms and conditions.	Dept Cnty Atty
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference.	Cnty Atty
Indemnification	BOCC may not indemnify, hold harmless, be liable to, or reimburse any other party to the contract for claims, lawsuits, damages, attorney fees, or losses incurred by that party in connection with the contract.	Cnty Atty
Term of Contract	Start and end dates of contract are included. Any renewals are included.	Cnty Atty
Warranties/Guarantees	Warranties or guarantees give satisfactory protection.	Cnty Atty/Risk
Insurance	Risk manager has or will approve insurance clauses. Levels confirmed in requirements	Dept
Governing Law	The contract is governed under the laws of the State of Florida. The contract may be silent on this issue but in no event will another state's law govern the agreement.	Cnty Atty
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."	Cnty Atty
Printed/Typed Names	Names of all persons signing contracts are printed or typed below signatures.	Router

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

1. *Asuley Metz* 8/16/2022
 Department Head/Contract Manager Date
2. *Annexi Almodi* 8/16/2022
 Procurement Date
3. *Chris Lacambra* 8/16/2022
 Office of Mgmt. & Budget Date
4. *Denise C. May* 8/18/2022
 County Attorney Date

DF
8/16/2022

JP
8/16/2022

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

5. *Taco E. Pope, AICP* 8/18/2022
 County Manager Date

RETURN ORIGINAL(S) TO CONTRACTS MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

Original: Clerk's Services; Contractor (original or certified copy)
 Copies: Department; Procurement; RLS Distribution; Clerk Services BOCC

No. 109714

STAND ALONE HEALTH REIMBURSEMENT ARRANGEMENT

ADMINISTRATIVE SERVICES AGREEMENT

AGREEMENT NUMBER HRA/ASA-109714

This Administrative Services Agreement (hereinafter "Services Agreement") is made and entered into by and between Aetna Life Insurance Company (hereinafter "Aetna") and Nassau County Board of County Commissioners (hereinafter "Customer").

WHEREAS, Customer has established a self-funded health care reimbursement arrangement plan ("the Plan") for certain eligible individuals pursuant to the Employee Retirement Income Security Act of 1974 ("ERISA") described in Appendix I of this Services Agreement; and

WHEREAS, Customer desires to engage the services of Aetna to provide certain administrative services for the Plan.

In consideration of the mutual covenants and promises stated herein and other good and valuable consideration, the parties hereby enter into this Services Agreement. This Services Agreement includes and incorporates by reference the attached Service and Fee Schedule, General Conditions Addendum, Description of Services Addendum and Appendices.

Customer hereby elects to receive the Services designated in the Description of Services Addendum. The corresponding Service Fees effective for the period beginning January 1, 2023 and ending December 31, 2025 are specified in the Service and Fee Schedule, attached hereto and made a part hereof, which shall be amended for future periods, in accordance with Section 3 of the General Conditions Addendum, to reflect the Services elected and corresponding Service Fees for such periods.

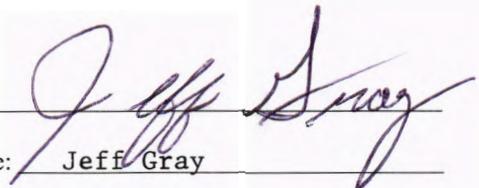
This Services Agreement constitutes the complete and exclusive contract between the parties and supersedes any and all prior or contemporaneous oral or written communications or proposals not expressly included herein. No modification or amendment of this Services Agreement shall be valid unless in a writing signed by a duly authorized representative of Aetna and a duly authorized representative of Customer. By executing this Services Agreement, Customer acknowledges and agrees that it has reviewed all terms and conditions incorporated into this Services Agreement and intends to be legally bound by the same.

The Effective Date of this Services Agreement shall be January 1, 2023.

IN WITNESS WHEREOF, the parties hereto have caused this Services Agreement to be executed by their duly authorized representatives.

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

Nassau County Board of County Commissioners

By: 
Name: Jeff Gray
Title: Chairman

**AETNA LIFE INSURANCE COMPANY, on behalf of itself
and its affiliates and subsidiaries:**

By: 
Name: Dan Finke
Title: President, Aetna Life Insurance Company

SERVICE AND FEE SCHEDULE

This Service and Fee Schedule is an attachment to Services Agreement HRA/ASA- 109714 between Aetna and Customer and is incorporated by reference therein.

Customer hereby elects to receive the Services designated in the Description of Services Addendum. The corresponding Fees effective for the period beginning January 1, 2023 and ending December 31, 2025 are specified below. It shall be amended for future periods, in accordance with Section 3 of the General Conditions Addendum to reflect the Services elected and corresponding Fees for such periods.

Fees for services performed by Aetna in accordance with the Description of Services Addendum will be determined by Aetna in accordance with the following:

1. **In General.** Fees for standard services as described in the Description of Services Addendum consist of a monthly service fee. The Fees effective for the period beginning January 1, 2023 and ending December 31, 2025 shall be as follows:

Monthly Service Fee \$3.75 per Participant

The number of plan participants on which the per participant per month fee is based for any month is the sum of (1) the number of plan participants on the first day of the plan year plus (2) the number of plan participants that have been added during the Service Agreement Period. This number is determined as of the first day of each month of the Services Agreement Period and any Transition Period. Participants who terminate during a Service Agreement Period are included in the plan participant count for purposes of the monthly per participant fee.

The fees shown above are based on a daily check run frequency, and other administrative services selected. Aetna may adjust the Service Fees during a Services Agreement Period upon 30 days advance written notice to Customer due to an increase or decrease in the number of participants of more than 10%, a change in check run frequency, or administrative services.

2. **Billing and Payment:** Aetna shall submit to the Customer on a monthly basis a statement showing the installation fee and monthly fees due for each month of the Services Agreement Period. For each month, the fee may consist of the monthly administrative fee or any other fee applicable for that month. The fee is due and payable within 45 days after the date shown on such statement.
3. **Late Payment Charges:** If the Customer fails to provide funds on a timely basis to cover Plan benefit payments as provided in Section 5 of the General Conditions Addendum, and/or fails to pay Service Fees on a timely basis as provided in Section 3 of such Addendum, Aetna will assess a late payment charge. The charge for 2023 will be as follows:
 - (i) late funds to cover benefit payments (e.g., late wire transfers): 12% annual rate
 - (ii) late payments of Service Fees: 12% annual rate

In addition, Aetna will make a charge to recover its costs of collection including reasonable attorneys' fees.

Aetna will provide written notice to the Customer of any changes to late payment charges for subsequent years.

4. **Canceled Account Charges:** If the Services Agreement terminates, canceled account charges may be made by Aetna for services, as requested by Customer, provided after the Contract terminates or after the end of the Transition Period, if any. Such services may include but are not limited to:
- (1) Production and distribution of Account Balance Extract Reports or Adhoc Reporting.
 - (2) Production and distribution of the Monthly Account Balance Reports
 - (3) Production and distribution of Funds Summary Reports.
 - (4) Banking wire line connectivity.
 - (5) Stop Payment and Check Reissue activity.
 - (6) Claim and Member Service activity.

GENERAL CONDITIONS ADDENDUM

This General Conditions Addendum is an attachment to Services Agreement HRA/ASA-109714 between Aetna and Customer and is incorporated by reference therein.

Definitions:

In this General Conditions Addendum and in all attachments to the Services Agreement:

- (A) "Plan(s)" means only the portions of the Customer's employee benefit plan(s) that are described in Appendix I.
- (B) "Employee" means only a person in those classes of employees and retirees that are specifically described in Appendix I, including employees and retirees of subsidiaries and affiliates of Customer who are reported, in writing to Aetna for inclusion in the Services Agreement.
- (C) "Dependent" means only a person in a class described in Appendix I as a dependent of an Employee or Retiree.
- (D) "Participant" means only a person specifically described as a Participant in Appendix I.
- (E) "ERISA" means the Federal Employee Retirement Income Security Act of 1974, as amended.
- (F) "Bank" means the bank selected by Aetna on which benefit payment checks are drawn in satisfaction of a claim for Plan benefits.
- (G) The term "Payment Due Date" shall have the meaning set forth in Section 3 of this General Conditions Addendum.
- (H) The term "Service Fees" shall have the meaning set forth in Section 3 of this General Conditions Addendum.
- (I) The term "Services Agreement Period" shall have the meaning set forth in Section 2 of this General Conditions Addendum.
- (J) The term "Services" shall have the meaning set forth in Section 1 of this General Conditions Addendum.

The following are the terms and conditions under which Aetna agrees to perform Services for Customer:

1. **Purpose.** Customer will purchase and Aetna will provide to Customer the services designated in the Services Agreement and such other services Customer requests of Aetna and Aetna agrees in writing to perform, as described in the Service and Fee Schedule and the Description of Services Addendum with respect to the Plan(s) (the "Services").
2. **Term.** The initial term of the Services Agreement shall commence on the later of its Effective Date or the date on which it is executed by Customer and shall continue to the first anniversary of the Effective Date, unless terminated by either party in accordance with Section 4 of this General Conditions Addendum. Following the initial term, the Services Agreement shall automatically be renewed from year to year, unless terminated by either party in accordance with Section 4 of this General Conditions Addendum. The initial term and subsequent year to year renewals shall hereafter be referred to as "Services Agreement Periods."
3. **Service Fees; Renewals.** The Service Fees payable by Customer to Aetna for the Services shall be determined in accordance with the Service and Fee Schedule. No Services other than those identified in the Service and Fee Schedule or Description of Services Addendum are included in the Service Fees.

Aetna shall submit to Customer a statement for each month the Services Agreement is in effect showing the Service Fees for that month. Customer shall pay Aetna the amount of the Service Fees no later than twenty (20) calendar days following the first calendar day of the month in which the services are provided (the "Payment Due Date").

The Services to be provided by Aetna and the Service Fees may be adjusted annually effective on the anniversary of the Effective Date (the "Contract Anniversary Date") by Aetna. Aetna shall give Customer thirty (30) days prior written notice of such adjustments in Services and Service Fees. Aetna also may adjust the Service Fees during a

Service Agreement Period upon 30 days advance written notice to Customer due to an increase or decrease in the number of participants, a change in check run frequency, or administrative services.

Customer shall reimburse Aetna for additional expenses incurred by Aetna on behalf of the Plan or Customer which (1) are necessary for the administration of the Plan or (2) are requested by the Customer. Such expenses may include, but are not limited to, fees paid or expenses incurred to recover overpayments and fees for services not included in the Services and performed by agreement of the parties. All overdue amounts shall be subject to the late charges set forth in the Service and Fee Schedule.

Following the close of a Services Agreement Period, Aetna will prepare and submit to the Customer a report showing the Service Fees paid.

4. Termination. The Services Agreement may be terminated by Aetna or the Customer as follows:

- (A) **Legal Prohibition** - If any state or other jurisdiction enacts a law which prohibits the continuance of the Services Agreement, or an existing law is interpreted to so prohibit the continuance of the Services Agreement, the Services Agreement shall terminate automatically as to such state or jurisdiction on the effective date of such law or interpretation; provided, however, that if only a portion of the Services Agreement is prohibited by such law, only that portion of the Services Agreement shall be affected, and the Services Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
- (B) **Customer Termination** - Customer may terminate the Services Agreement with respect to all Participants or any group of Participants included under the Services Agreement or any subsidiary or affiliate of Customer that is covered under the Services Agreement by giving Aetna at least thirty-one (31) days written notice stating when, after the date of such notice, such termination shall become effective.
- (C) **Aetna Termination** -
 - (1) Aetna may terminate the Services Agreement by giving to Customer at least thirty-one (31) days written notice stating when, after the date of such notice, such termination shall become effective.
 - (2) If Customer fails to respond to Aetna's or the Bank's initial request to provide funds to the Bank for the payment of checks or other payments approved and recorded by Aetna, Aetna shall have the right to cease processing of benefit payment requests and suspend other Services until the requested funds have been provided. Aetna may terminate the Services Agreement immediately upon transmission of notice to Customer by mail, facsimile transmission or other means of communication (including electronic mail) if (a) Customer fails to provide the requested funds within five (5) business days of such notice by Aetna, or (b) Aetna determines that Customer will not meet its obligation to provide such funds within such five (5) business days.
 - (3) If Customer fails to pay Service Fees as billed by the Payment Due Date, Aetna shall have the right to suspend Services until the Service Fees have been paid. Aetna may terminate the Services Agreement immediately upon transmission of notice to Customer by mail, facsimile transmission or other means of communication (including electronic mail) if (a) Customer either fails to pay such Service Fees within five (5) business days of such notice of unpaid Service Fees by Aetna, or (b) Aetna determines that Customer will not meet its obligation to pay such Service Fees within such five (5) business days.
 - (4) Any acceptance by Aetna of funds or Service Fees described in paragraphs (2) or (3) above, after the grace periods specified therein have elapsed and prior to any action by Aetna to suspend Services or terminate the Services Agreement, shall not constitute a waiver of Aetna's right to suspend Services or terminate the Services Agreement in accordance with this section with respect to any other failure of Customer to meet its obligations hereunder.

- (D) Responsibilities on Termination** - Upon termination of the Services Agreement, Aetna shall continue to process claims for Plan benefits that were received by Aetna but not processed as of the termination date. Upon the Customer's request, Aetna will continue to provide services covered by the Services Agreement for a Transition Period not to exceed the Plan Closeout date. During the Transition Period, Aetna will be entitled to the same fees (as shown in the Services and Fee Schedule) as were in effect on the date the Services Agreement terminated. Aetna is not obligated to process claims after the end of the Transition Period unless otherwise agreed upon by Aetna and the Customer.

In addition, Aetna will bill the Customer for Cancelled Account Charges for any services requested by the Customer after the Service Agreement terminates or after the Transition Period as described in the Service and Fee Schedule.

Customer will be liable for all Plan benefit payments made by Aetna in accordance with the preceding paragraph (D). Customer will continue to fund Plan benefit payments through the arrangements described in Section 5 of this General Conditions Addendum and agrees to instruct its bank to continue to make funds available until all outstanding Plan benefit payments have been funded by Customer or until such time as mutually agreed upon by Aetna and Customer. However, Customer's wire line and bank account from which the Bank requests funds must remain open for a minimum of one (1) year after the Plan Closeout Date.

- 5. Funding of Plan Benefits.** Plan benefit payments and related charges of any amount payable under the Plan shall be made by check drawn by Aetna payable through the Bank or by electronic funds transfer or other reasonable transfer method. Customer, by execution of the Services Agreement, expressly authorizes Aetna to issue and accept such checks on behalf of Customer for the purpose of payment of Plan benefits and other related charges. Customer agrees to provide funds through its designated bank sufficient to satisfy all Plan benefits and related charges upon notice from Aetna or the Bank of the amount of payments approved and recorded by Aetna. Customer agrees to instruct its bank to forward an amount in Federal funds on the day of the request equal to such liability by wire transfer or such other transfer method agreed upon between Customer and Aetna. As used herein, "Plan benefits" means payments under the Plan, excluding any copayments, coinsurance or deductibles required by the Plan. Plan benefits shall be deemed paid when (i) a check drawn in accordance with Aetna's regular practices in satisfaction of a claim for benefits, has been accepted for payment by the drawee bank and has been approved and recorded by Aetna, or (ii) a benefit payment has been made by electronic funds transfer or other reasonable transfer method.
- 6. Customer's Responsibilities.** Customer shall supply Aetna in writing or by electronic medium acceptable to Aetna with all information regarding the eligibility of Participants including but not limited to the identification of any Sponsored Dependents defined in Appendix I and shall notify Aetna by the [tenth] day of the month following any changes in Plan participation. Aetna has no responsibility for determining whether an individual meets the definition of a Sponsored Dependent. Aetna shall not be responsible in any manner, including but not limited to, any obligations set forth in Section 12 below, for any delay or error caused by the Customer's failure to furnish accurate eligibility information in a timely fashion. Customer shall provide Aetna with all Plan documents at least thirty (30) days prior to the Effective Date or such other date as may be mutually agreed upon by the parties. Customer shall notify Aetna in writing of any changes in Plan documents or Plan benefits at least thirty (30) days prior to the effective date of such changes. Aetna shall have thirty (30) days following receipt of such notice to inform Customer of whether it will administer such proposed changes. Appendix I hereto shall be deemed to be automatically modified to reflect such proposed changes if Aetna either agrees to administer the changes as proposed or fails to object to such changes within thirty (30) days of receipt of the foregoing notice. The description of Plan benefits in Appendix I may otherwise be amended only by mutual written agreement of the parties. Aetna may charge additional fees relating to any increase in cost to administer the Plan because of changes which Aetna agrees to administer.

Customer shall immediately provide Aetna with such information regarding administration of the Plan as Aetna may request from time to time. Aetna is entitled to rely on the information most recently supplied by Customer in connection with the rendering of Services and Aetna's other obligations under the Services Agreement. Aetna shall not be responsible for any delay or error caused by Customer's failure to furnish correct information in a timely manner.

Customer agrees that it is responsible for satisfying any and all Plan reporting and disclosure requirements imposed by law.

7. **Services.** Aetna shall perform the Services set forth in the Service and Fee Schedule and the Description of Services Addendum identified in the Services Agreement. Customer acknowledges that Aetna may utilize external reviewers or contractors in performing these Services.
8. **Standard of Care.** Aetna will discharge its obligations under the Services Agreement with that level of reasonable care which a similarly situated administrator of claims would exercise under similar circumstances. In connection with its fiduciary powers and duties hereunder, Aetna shall observe the standard of care and diligence required of a fiduciary under ERISA Section 404 (A)(1)(B).
9. **Fiduciary Duty.** It is understood and agreed that the Customer retains complete authority and responsibility for the Plan, its operation, and the benefits provided thereunder, and that Aetna is empowered to act on behalf of Customer in connection with the Plan only to the extent expressly stated in the Services Agreement or as agreed to in writing by Aetna and Customer.

Customer and Aetna agree that with respect to Section 503 of the Employee Retirement Income Security Act of 1974, as amended, Customer will be the "appropriate named fiduciary" of the Plan for purpose of reviewing denied claims under the Plan. Customer has the sole and complete authority to determine eligibility of persons to participate in the Plan. It is also agreed that Aetna's responsibilities under the Services Agreement are ministerial and that Aetna has no fiduciary responsibility under the Plan.

10. **Records.** All documents, records, reports, and data, including data recorded in Aetna's data processing systems ("Documentation"), related to the receipt, processing, and payment of claims, including all claim histories, shall at all times be the property of Customer, subject to Aetna's right to possession and use during the continuance of the Services Agreement and Aetna's right to maintain such Documentation in such form and at such locations as Aetna normally maintains such Documentation. Customer acknowledges and agrees that Aetna or one of its affiliates or authorized agents shall have the right to use Documentation for legitimate Plan or health related purposes such as: claims payment and fraud prevention; preventive health, early detection and disease management programs; coordination of patient care; quality improvement/management assessment; fulfilling certain state and federal requirements; HEDIS and similar data collection and reporting; accreditation by the National Committee for Quality Assurance and other accrediting organizations; and statistical research.

Upon reasonable prior written request, subject to the provisions of Sections 11 and 17 hereof, and as permitted by law or regulation, the benefit payment information contained in the Documentation shall be made available to Customer or, at Customer's request, to a third party designated by Customer for inspection during regular business hours at the place or places of business where it is maintained by Aetna, for purposes related to the administration of the Plan. Aetna may assess a charge to recover costs in connection with documentation requests which are excessively repetitive or burdensome. Such Documentation will be kept by Aetna for seven (7) years after the year in which a claim is paid or recorded, unless Aetna turns such Documentation over to Customer or a designee of Customer.

11. Audit rights.

- (A) **General Guidelines** – For the purpose of this contract, an audit is defined as performing a review of claim transactions for the purpose of assessing the accuracy of benefit determinations.

Audits must be commenced within two (2) years following the period being audited.

The size of the audit sample may not exceed 150 claims, without Aetna's written consent.

Audits can either be performed at the location where Customer's claims are processed or at the Flexible Spending Account Core Administration area.

Aetna is not responsible for paying Customers' audit fees or the costs associated with the audit. Customer shall pay Aetna's administrative costs for any audit which (i) cannot be completed with a five (5) day period, (ii) contains a sample size in excess of 150 claims (or with respect to a contribution audit, 150 Participants), or (iii) otherwise creates exceptional administrative demands upon Aetna. To the extent practicable, Aetna will endeavor to communicate the basis for these charges to Customer prior to the audit.

Any payment by Aetna resulting from the audit must be based upon documented findings, agreed to by both parties, and must be solely due to Aetna's actions or inactions.

- (B) **Auditor Qualifications and Requirements** - Customer will utilize individuals to conduct audits on its behalf who are qualified by appropriate training and experience for such work, will perform its review in accordance with published administrative safeguards or procedures against unauthorized use or disclosure (in the audit report or otherwise) of any individually identifiable information (including health care information) contained in the information to be audited and will not make or retain any record of provider negotiated rates included in the audited transactions, or payment identifying information concerning treatment of drug or alcohol abuse, mental/nervous or HIV/AIDS or genetic markers, in connection with any audit. There must be no conflict of interest which would prevent the auditor from performing an independent audit. Auditors may not be compensated on the basis of a contingency fee or a percentage of overpayments identified, in accordance with the provisions of Section 8.8 of the International Federation of Accountant's (IFAC) Code of Ethics For Professional Accountants (Revised 1999).

Audits of any services are subject to any related proprietary and confidentiality requirements protecting the nature of the data.

- (C) **Audit Coordination** - The account representative must be contacted to initiate an audit. The representative will identify an audit coordinator who will have day-to-day responsibility for coordinating and facilitating the audit.

Customer will provide reasonable advance notice of its intent to audit and will complete an Audit Request Form providing information reasonably requested by Aetna. Further, Customer or its representative will provide the account representative at least four (4) weeks advance notice of the audit, with a complete and accurate listing of the transactions to be pulled for the audit. Notification requirements may exceed four weeks for unusual audit requests, including but not limited to audits involving large sample sizes (e.g., greater than 150 transactions or with respect to a contribution audit, 150 Participants). Aetna will communicate these requirements to Customer upon receipt of the completed Audit Request Form.

- (D) **Identification of Audit Sample** - Prior to the audit, the auditors will provide a listing of the transactions selected for testing and the specific service for which each item is being tested. The sample must be based on a statistical random sampling methodology (e.g., systematic random sampling, simple random sampling, stratified random sampling). Aetna reserves the right to review and approve the sample size, the objectives of the audit and the sampling methodology proposed by the auditors.

- (E) **Closing Meeting** - The auditors will provide their draft audit findings to Aetna, in writing, before a final audit report is presented to Customer. This draft will provide the basis for discussions between Aetna and the auditors to resolve disagreement and summarize the audit findings.

- (F) **Audit Reports** - Aetna will have a right to review the final Audit Report, before delivery to Customer. Auditors shall provide Aetna with a copy of the final audit report delivered to Customer and Aetna shall have the right to include with the final Audit Report a supplementary statement containing facts that Aetna considers pertinent to the audit.

12. **Recovery of Overpayments.** The parties will cooperate fully to make reasonable efforts to recover overpayments of Plan benefits. If it is determined that any payment has been made by Aetna to or on behalf of an ineligible person or it is determined that more than the appropriate amount has been paid, Aetna shall undertake good faith efforts to recover the erroneous payment. For the purpose of this provision, "good faith efforts" means that Aetna will contact the responsible party twice via letter, phone, email or other means to try to make the recovery. If those efforts are unsuccessful in obtaining recovery, Aetna may use an outside vendor, collection agency or attorney to pursue recovery. Except as stated in this section, Aetna has no other duties with respect to the recovery of overpayments.

Overpayment recoveries made through third party vendors, collection agencies, or attorneys are credited to the Customer net of fees charged by them.

For the purposes of Sections 11. and 13, overpayments must be determined by direct proof of specific claims. Indirect or inferential methods of proof – such as statistical sampling, etc. – may not be used to determine overpayments. In

addition, application of software or other view processes that analyze claims in a manner different from the claim determination and payment procedures and standards used by Aetna may not be used to determine overpayments.

Customer may not seek collection, or use a third party to seek collection, of overpayment from contracted providers pursuant to audits conducted in accordance with Sections 11. and 13., since all such recoveries are subject to the terms and provisions of the providers' contracts with Aetna. For the purpose of determining whether a provider has or has not been overpaid, Customer agrees that the rates paid to contracting providers for Covered Services shall be governed by Aetna's contracts with those providers, and shall be effective upon the loading of those contract rates into Aetna's systems, but no later than three (3) months after the effective date of the providers' contracts.

Customer may not seek collection, or use a third party to seek collection, of overpayments identified pursuant to an audit conducted in accordance with Sections 11. and 13., from parties other than contracted providers as described above until Aetna has had reasonable opportunity to recover the overpayments.

13. Indemnification.

- (A)** Aetna shall indemnify and hold harmless Customer, its directors, officers, employees (acting in the course of their employment, but not as Participants) and agents for that portion of any loss, liability, damage, expense, settlement, cost or obligation (including reasonable attorneys' fees) which was caused solely and directly by Aetna's willful misconduct, criminal conduct, breach of the Services Agreement, fraud, breach of fiduciary responsibility, or failure to comply with Section 8 above, related to or arising out of the Services provided under this Services Agreement.
- (B)** Except as provided in (A) above, Customer shall indemnify and hold harmless Aetna, its affiliates and their respective directors, officers, employees and agents for that portion of any loss, liability, damage, expense, settlement, cost or obligation (including reasonable attorney's fees): (i) which was caused solely and directly by Customer's willful misconduct, criminal conduct, breach of the Services Agreement, fraud, breach of fiduciary responsibility, or negligence, related to or arising out of the Services Agreement or Customer's role as employer or Plan sponsor; (ii) resulting from taxes, assessments and penalties incurred by Aetna by reason of Plan benefit payments made or Services performed hereunder, and any interest thereon, provided that Customer shall not be required to pay any net income, franchise or other tax, however designated, based upon or measured by Aetna's net income, receipts, capital or net worth; (iii) in connection with the release or transfer of member-identifiable information to Customer or a third party designated by Customer, or the use or further disclosure of such information by Customer or such third party; (iv) resulting from the inclusion of third party vendor information on identification cards; or (v) resulting from or arising out of claims, demands or lawsuits brought against Aetna in connection with Services provided under the Services Agreement.
- (C)** The party seeking indemnification under (A) or (B) above must notify the indemnifying party within 30 days in writing of any actual or threatened action, suit or proceeding to which it claims such indemnification applies. Failure to so notify the indemnifying party shall not be deemed a waiver of the right to seek indemnification, unless the actions of the indemnifying party have been prejudiced by the failure of the other party to provide notice within the required time period.

The indemnifying party may then take steps to be joined as a party to such proceeding, and the party seeking indemnification shall not oppose any such joinder. Whether or not such joinder takes place, the indemnifying party shall provide the defense with respect to claims to which this Section applies and in doing so shall have the right to control the defense and settlement with respect to such claims.

The party seeking indemnification may assume responsibility for direction of its own defense at any time, including the right to settle or compromise any claim against it without the consent of the indemnifying party, provided that in doing so it shall be deemed to have waived its right to indemnification except in cases where the indemnifying party has declined to defend against the claim.

- (D)** Customer and Aetna agree that (i) Aetna does not render medical services or treatments to Participants; (ii) neither Customer nor Aetna are responsible for the health care that is delivered by contracting health care providers; (iii) health care providers are solely responsible for the health care they deliver to Participants; (iv) health care providers are not the agents or employees of Customer or Aetna; and (v) the indemnification

obligations of (A) or (B) above do not apply to any portion of any loss, liability, damage, expense, settlement, cost or obligation caused by the acts or omissions of health care providers with respect to Participants.

(E) The indemnification obligations under (A) above shall not apply to that portion of any loss, liability, damage, expense, settlement, cost or obligation caused by Aetna's act or omission undertaken at the direction of Customer (other than Services described in the Services Agreement), and the indemnification obligations under (B) above shall not apply to that portion of any loss, liability, damage, expense, settlement, cost or obligation caused by Customer's act or omission undertaken at the direction of Aetna.

(F) The indemnification obligations under this Section 13 shall terminate upon the expiration of this Agreement, except as to any matter concerning which a claim has been asserted by notice to the other party at the time of such expiration or within two (2) years thereafter.

14. **Defense of Claim Litigation.** In the event of a legal, administrative or other action arising out of the administration, processing or determination of a claim for Plan benefits, Customer shall undertake the defense of such action and settle such action when in its reasonable judgment it appears expedient to do so. All damages and expenses with respect to such defense, including the defense of Aetna, if it is named as a party to such suit, shall be the obligation of Customer, except to the extent provided in Section 13(A) above.

15. **Remedies.** Neither party shall be liable to the other for any consequential, incidental or punitive damages whatsoever.

16. **Binding Arbitration of Certain Disputes.** Any controversy or claim arising out of or relating to this Agreement or the breach, termination, or validity thereof, except for temporary, preliminary, or permanent injunctive relief or any other form of equitable relief, shall be settled by binding arbitration in [Hartford, CT] administered by the American Arbitration Association ("AAA") and conducted by a sole arbitrator in accordance with the AAA's Commercial Arbitration Rules ("Rules"). The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, to the exclusion of state laws inconsistent therewith or that would produce a different result, and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. Except as may be required by law or to the extent necessary in connection with a judicial challenge, or enforcement of an award, neither a party nor the arbitrator may disclose the existence, content, record or results of an arbitration. Fourteen (14) calendar days before the hearing, the parties will exchange and provide to the arbitrator (a) a list of witnesses they intend to call (including any experts) with a short description of the anticipated direct testimony of each witness and an estimate of the length thereof, and (b) premarked copies of all exhibits they intend to use at the hearing. Depositions for discovery purposes shall not be permitted. The arbitrator may award only monetary relief and is not empowered to award damages other than compensatory damages.

17. **Confidentiality.**

(A) Each party acknowledges that performance of the Services Agreement may involve access to and disclosure of data, rates, procedures, materials, lists, systems and information (collectively "Confidential Information") belonging to the other. The parties further acknowledge and agree that Aetna operates in a highly regulated and competitive environment and that the unauthorized disclosure or the use of Confidential Information will cause irreparable harm and significant injury to Aetna which will be difficult to measure with certainty or to compensate through monetary damage. Accordingly, the parties agree that injunctive or other equitable relief shall be appropriate in the event of any breach by Customer or their agents related to confidential information, in addition to such other remedies as may be available to Aetna at law. No Confidential Information shall be disclosed to any third party other than representatives of such party who have a need to know such information, provided that such representatives are informed of the confidentiality provisions hereof and agree to abide by them. All such information must be maintained in strict confidence. In addition, each party will maintain the confidentiality of medical records and confidential patient information as required by law. Upon termination of the Services Agreement, each party, upon the request of the other, will return or destroy all copies of all of the other's Confidential Information in its possession or control except to the extent such information must be retained pursuant to applicable law, provided, however, that Aetna may retain copies of any such information it deems necessary for the defense of litigation concerning the Services it provided under the Services Agreement. Customer agrees that Aetna may make lawful references to Customer in its marketing activities and in informing health care providers as to the organizations and plans for which Services are to be provided. Each

party will execute and cause its employees and agents to execute any documents the other reasonably requires in connection with this confidentiality provision.

- (B) In addition to the provisions of the foregoing paragraph (A), any information with respect to Aetna's or any of its affiliate's fees or specific rates of payment to health care providers and any information which may allow determination of such fees or rates and any of the terms and provisions of the health care providers' agreements with Aetna or its affiliates are deemed to be Aetna's Confidential Information. No disclosure of any such information may be made or permitted by Customer to any third party whatsoever, including, but not limited to, any broker, consultant, auditor, reviewer, administrator or agent, unless (i) Aetna has consented in writing to such disclosure and (ii) each such recipient has executed a confidentiality agreement in form satisfactory to Aetna's counsel.
- (C) Customer acknowledges that compliance with the provisions of the foregoing paragraphs (A) and (B) are necessary to protect the business and good will of Aetna and its affiliates and that any actual or prospective breach will irreparably cause damage to Aetna or its affiliates for which money damages may not be adequate. Customer therefore agrees that if Customer breaches or attempts to breach paragraphs (A) or (B) hereof, Aetna or an affiliate shall be entitled to obtain temporary, preliminary and permanent equitable relief, without bond, to restrain such breaches, together with any and all other legal and equitable remedies available under applicable law or under the Services Agreement. Aetna shall be entitled to recover from Customer the attorneys' fees and costs Aetna expends in any action related to such breach or attempted breach.

- 18. **Relationship of the Parties.** It is understood and agreed that Aetna is an agent only with respect to the issuance of claim payments and an independent contractor with respect to all other Services being performed pursuant to the Services Agreement. Aetna makes no guarantee and disclaims any obligation to make any specific health care providers or any particular number of health care providers available for use by Participants or that any level of discounts or savings will be afforded to or realized by Customer, the Plan or Participants.
- 19. **Subcontractors.** The work to be performed by Aetna under the Services Agreement may, at its discretion, be performed directly by it or wholly or in part through a subsidiary or affiliate or under a contract with an organization of its choosing. Aetna will remain liable for Services under this Services Agreement.
- 20. **Advancement of Funds.** If, in the normal course of business under this Services Agreement, Aetna, or any other financial organization with which Aetna has a working arrangement, chooses to advance any funds, Customer shall reimburse Aetna or such other financial organization for such payment. In no event shall such advances by Aetna or any another financial organization be construed as obligating Aetna or such organization to make further advances, or to assume liability of Customer for the payment of Plan benefits.
- 21. **Communications.** Aetna and Customer shall be entitled to rely upon any communication believed by them to be genuine and to have been signed or presented by the proper party or parties.

Neither party shall be bound by any notice, direction, requisition or request unless and until it shall have been received in writing at (i) in the case of Aetna, 151 Farmington Avenue, Hartford, Connecticut 06156, Attention: Flexible Spending Account Product Manager, Aetna, (ii) in the case of the Customer, at the address shown below, or (iii) or at such other address as either party specifies for the purposes of the Services Agreement by notice in writing addressed to the other party. Notices or communications shall be sent by mail, facsimile transmission or other means of communication.

Address: Nassau County Board of County Commissioners
96135 Nassau Place, Suite 5
Yulee, FL 32097

- 22. **Employee Notices.** Customer agrees to furnish each Employee covered by the Plan written notice, satisfactory to Aetna, that Customer has complete financial liability for the payment of Plan benefits. Customer agrees to indemnify Aetna and hold Aetna harmless against any and all loss, damage, and expense (including reasonable attorneys' fees) sustained by Aetna as a result of any failure by Customer to give such notice.
- 23. **Force Majeure.** Aetna shall not be liable for any failure to meet any of the obligations or provide any of the Services or benefits required under the Services Agreement where such failure to perform is due to any contingency beyond the

reasonable control of Aetna, its employees, officers or directors. Such contingencies include, but are not limited to: acts or omissions of any person or entity not employed or reasonably controlled by Aetna, its employees, officers or directors; acts of God; fires; wars; accidents; labor disputes or shortages; governmental laws, ordinances, rules, regulations, or the opinions rendered by any Court, whether valid or invalid.

24. Health Insurance Portability and Accountability Act (HIPAA) Compliance

In accordance with the Services being provided under the Services Agreement being provided under then Services Agreement, Aetna will have access to, create and or receive certain Protected Health Information ("PHI" as defined in Appendix A), thus necessitating a written agreement that meets the applicable requirements of the privacy rules promulgated by the Federal Department of Health and Human Services ("HHS"). Customer and Aetna mutually agree to satisfy the foregoing regulatory requirements through Appendix A to the Services Agreement.

As of the effective dates set forth below, the provisions of Appendix A supercede any other provision of the Services Agreement, which may be in conflict with such Appendix on or after the applicable effective date.

The provisions contained within Appendix A shall take effect on the later of (i) April 14, 2003, (ii) the date the privacy rules are actually promulgated by HHS, or (iii) the effective date of the Services Agreement.

- 25. Miscellaneous.** The Services Agreement shall be governed by and interpreted in accordance with applicable federal law, including but not limited to ERISA. To the extent such federal law does not govern, the Services Agreement shall be governed by Connecticut law and the courts in such state shall have sole and exclusive jurisdiction of any dispute related hereto or arising hereunder. No delay or failure of either party in exercising any right hereunder shall be deemed to constitute a waiver of that right. There are no intended third party beneficiaries of the Services Agreement. This Section and Sections 3 through 12 and 14 through 17 shall survive termination of the Services Agreement. The provisions of Section 13 shall survive termination only to the extent stated therein. The headings in the Services Agreement are for reference only and shall not affect the interpretation or construction of the Services Agreement.

DESCRIPTION OF SERVICES ADDENDUM

This Description of Services Addendum is an attachment to Services Agreement HRA/ASA- 109714 between Aetna and Customer and is incorporated by reference therein.

Subject to the terms and conditions of the Services Agreement, the Services available from Aetna are described below. Unless otherwise agreed in writing, only the Services selected by Customer in the Service and Fee Schedule (as modified by Aetna from time to time pursuant to Section 3 of the General Conditions Addendum) will be provided by Aetna. Additional Services may be provided at Customer's written request under the terms of the Services Agreement.

I. Administration Services:

A. Member and Claim Services:

1. Requests for Plan benefit payments for claims shall be made to Aetna on forms or other appropriate means approved by Aetna. Aetna will process and pay the claims for Plan benefits incurred after the Effective Date as directed by the Customer. With respect to any Participant who makes a request for Plan benefits which is denied on behalf of Customer, Aetna will notify said Participant of the denial and of said Plan Participant's right of review of the denial in accordance with ERISA.
2. Whenever it is determined that benefits and related charges are payable under the Plan, Aetna will issue a payment of such benefits and related charges on behalf of Customer. Funding of Plan benefits and related charges shall be made as provided in Section 5 of the General Conditions Addendum.

B. Plan Sponsor Services:

1. Aetna will assign an Account Manager to Customer's account. The Account Manager will be available to assist Customer in connection with the general administration of the Plan, ongoing communications with Customer and administration and record-keeping systems for ongoing operation of the Plan.
2. Upon written request by Customer and consent by Aetna, Aetna will implement amendments or modifications to Customer's Plan. A charge may be assessed for implementing such amendment or modification unless initiated by Aetna. Customer's administration services fees, as set forth in the Service and Fee Schedule, will be revised if the foregoing amendments or modifications increase Aetna's costs.
3. Aetna will provide the following reports to Customer for no additional charge:

Monthly/Quarterly/Annual Accounting Reports - Aetna shall prepare the following standard accounting reports in accordance with the benefit-account structure for use by Customer in the financial management and administrative control for the Plan benefits:

- (i) monthly accounting reports which show
 - (a) Account Balances
 - (b) Claim Detail Reports
- (ii) annual accounting reports which show
 - (a) Negative Balance report
 - (b) Account Balance Extract Report
 - (c) Plan Closeout benefit payment reports in tape or paper format which include the following information by employee and in aggregate:
 - employee enrollment

- total account contributions
 - reimbursements
 - final account balance,
4. Aetna shall develop and install all agreed upon administrative and record keeping systems.
 5. Upon request of Customer, Aetna will provide Customer with information reasonably available to Aetna which is reasonably necessary for Customer to prepare reports for the United States Internal Revenue Service and Department of Labor.
 6. Upon request by Customer, Aetna will arrange for the custom printing of Benefit Request Forms and enrollment materials, with all costs borne by Customer.

**APPENDIX A
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

THIS APPENDIX between Nassau County Board of County Commissioners ("Customer") and Aetna Life Insurance Company or any of its corporate affiliates ("Aetna") is an attachment to Services Agreement Number HRA/ASA-109714 between Aetna and Customer (the "Agreement") and is incorporated by reference therein.

In conformity with the regulations at 45 C.F.R. Parts 160-164 (the "Privacy Rules") Covered Entity will under the following conditions and provisions have access to, create and/or receive certain Protected Health Information (as defined below). Aetna will have access to, create and/or receive certain Protected Health Information in conjunction with the services being provided under the Agreement, thus necessitating a written agreement that meets the applicable requirements of the Privacy Rules;

NOW THEREFORE, Customer and Aetna agree as follows:

1. **Definitions.** The following terms shall have the meaning set forth below:
 - (a) C.F.R.. "C.F.R." means the Code of Federal Regulations.
 - (b) Designated Record Set. "Designated Record Set" has the meaning assigned to such term in 45 C.F.R. 164.501.
 - (c) Individual. "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. 164.501 and shall include a person who qualifies as personal representative in accordance with 45 C.F.R. 164.502 (g).
 - (d) Protected Health Information "Protected Health Information" shall have the same meaning as the term "Protected Health Information", as defined by 45 C.F.R. 164.501, limited to the information created or received by Aetna from or on behalf of Customer.
 - (e) Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. 164.501
 - (f) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

2. **Obligations and Activities of Aetna**
 - (a) Aetna agrees to not use or further disclose Protected Health Information other than as permitted or required by this Appendix or as Required By Law.
 - (b) Aetna agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Appendix.
 - (c) Aetna agrees to mitigate, to the extent practicable, any harmful effect that is known to Aetna of a use or disclosure of Protected Health Information by Aetna in violation of the requirements of this Appendix.
 - (d) Aetna agrees to report to Customer any use or disclosure of the Protected Health Information not provided for by this Appendix.
 - (e) Aetna agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Aetna on behalf of Customer agrees to the same restrictions and conditions that apply through this Appendix to Aetna with respect to such information.
 - (f) Aetna agrees to provide access, at the request of Customer, and in the time and manner designated by Customer, to Protected Health Information in a Designated Record Set, to Customer or, as directed by Customer, to an Individual in order to meet the requirements under 45 C.F.R. 164.524.
 - (g) Aetna agrees to make any Amendment(s) to Protected Health Information in a designated Record Set that the Customer directs or agrees to pursuant to 45 C.F.R. 164.526 at the request of Customer or an Individual, and in the time and manner designated by Customer.
 - (h) Aetna agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Aetna on behalf of, Customer available to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Customer's compliance with the Privacy Rule.
 - (i) Aetna agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Customer to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. 164.528.
 - (j) Aetna agrees to provide to Customer, the information collected in accordance with this section, to permit Customer to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. 164.528.

(k) Aetna shall use commercially reasonable efforts to maintain the security of the Protected Health Information and to prevent unauthorized uses or disclosures of such Protected Health Information.

3. **Permitted Uses and Disclosures by Aetna**

3.1 General Use and Disclosure

Except as otherwise limited in this Appendix, Aetna may use or disclose Protected Health Information to perform its obligations under the Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Customer.

3.2 Specific Use and Disclosure Provisions

- (a) Except as otherwise limited in this Appendix, Aetna may use Protected Health Information for the proper management and administration of the Aetna or to carry out the legal responsibilities of Aetna.
- (b) Except as otherwise limited in this Appendix, Aetna may disclose Protected Health Information for the proper management and administration of the Aetna, provided that disclosures are required by law, or Aetna obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Aetna of any instances of which it is aware in which the confidentiality of the information has been breached.
- (c) Except as otherwise limited in this Agreement, Aetna may use Protected Health Information to provide Data Aggregation services to Customer as permitted by 42 C.F.R. 164.504(e)(2)(i)(B).

4. **Obligations of Customer.**

4.1 Provisions for Customer to Inform Aetna of Privacy Practices and Restrictions

- (a) Customer shall provide Aetna with the notice of privacy practices that Customer produces in accordance with 45 C.F.R. § 164.520, as well as any changes to that notice.
- (b) Customer shall provide Aetna with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Aetna's permitted or required uses and disclosures.
- (c) Customer agrees that it will not furnish or impose by arrangements with third parties or other Covered Entities or Business Associates special limits or restrictions to the uses and disclosures of its PHI that may impact in any manner the use and disclosure of PHI by Aetna under the Services Agreement and this Appendix, including, but not limited to, restrictions on the use and/or disclosure of PHI as provided for in 45 C.F.R. 164.522.

4.2 Permissible Requests by Customer

Except as may be set forth in Section 3.2, customer shall not request Aetna to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Customer.

5. **Term and Termination**

- (a) Term. The provisions of this Appendix shall take effect April 14, 2003, and shall terminate when protections are extended to such information, in accordance with Section 5(c) of this Appendix.
- (b) Termination for Cause. Without limiting the termination rights of the parties pursuant to Section[s] *[refer to section or sections on breach, termination or term of the Agreement]* of the Agreement and upon Customer's knowledge of a material breach by Aetna, Customer shall provide an opportunity for Aetna to cure the breach or end the violation and terminate the Agreement, if Aetna does not cure the breach or end the violation within the time specified by Customer, or immediately terminate the Agreement, if Aetna has breached a material term of this Appendix and cure is not possible.
- (c) Effect of Termination. The parties mutually agree that it is essential for Protected Health Information to be maintained after the expiration of the Services Agreement for regulatory and other business reasons. The parties further agree that it would be infeasible for Customer to maintain such records because Customer lacks the necessary system and expertise. Accordingly, Customer hereby appoints Aetna as its custodian for the safe keeping of any record-containing PHI that Aetna may determine it is appropriate to retain. Notwithstanding the expiration of the Services Agreement, Aetna shall extend the protections of this Appendix to such Protected Health Information,

and limit further use or disclosure of the Protected Health Information to those purposes that make the return or destruction of the Protected Health Information infeasible.

6. Miscellaneous

- (a) Regulatory References. A reference in this Appendix to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- (b) Amendment. Upon the enactment of any law or regulation affecting the use or disclosure of Protected Health Information, or the publication of any decision of a court of the United States or any state relating to any such law or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, either party may, by written notice to the other party, amend the Agreement and this Appendix in such manner as such party determines necessary to comply with such law or regulation. If the other party disagrees with such Amendment, it shall so notify the first party in writing within thirty (30) days of the notice. If the parties are unable to agree on an Amendment within thirty (30) days thereafter, then either of the parties may terminate the Agreement on thirty (30) days written notice to the other party.
- (c) Survival. The respective rights and obligations of Aetna under section 5(c) of this Appendix shall survive the termination of this Appendix.
- (d) Interpretation. Any ambiguity in this Appendix shall be resolved in favor of a meaning that permits Customer to comply with the Privacy Rule.
- (e) No third party beneficiary. Nothing express or implied in this Appendix or in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.
- (f) Governing Law. This Appendix shall be governed by and construed in accordance with the same internal laws as that of the Agreement

The parties hereto have executed this Appendix with the execution of the Agreement.

AGENCY CUSTOMER ID: CN101226639

LOC #: Boston



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA, INC.		NAMED INSURED CVS HEALTH CORPORATION ONE CVS DRIVE MC2180 WOONSOCKET, RI 02895	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

EXCESS MC E&O:

1st Excess: Travelers Casualty and Surety Company of America

POLICY #: 107013136

TERM: 04/30/2022 - 04/30/2023

LIMIT: \$10M xs \$10M

2nd Excess: U.S. Specialty Insurance Company

POLICY #: 14-MGU-22-A54137

TERM: 04/30/2022 - 04/30/2023

LIMIT: \$10M xs \$20M

The Professional Liability Policies evidenced are subject to Self-Insured Retentions for various perils covered.

WORKERS COMPENSATION DEDUCTIBLE PROGRAM:

POLICY DATES: JAN 1, 2022 TO JAN 1, 2023 (Coverage A)

Policy #	States Covered	Carrier
WLRC68922598	AOS	Indemnity Insurance Company of North America
SCFC6892263A	WI	ACE Fire Underwriters Insurance Company
WLRC68927675	CA	ACE American Insurance Company
Limit: \$2,000,000/ \$2,000,000/ \$2,000,000		
DEDUCTIBLE: \$2,000,000		

EXCESS WORKERS COMPENSATION PROGRAM

POLICY DATES: JAN 1, 2022 TO JAN 1, 2023 (Coverage B)

Policy #	States Covered	Carrier
WCUC68922677	DC, MA, OH, RI	ACE American Insurance Company
WCUC68922719	CT, NC, NJ, VA	ACE American Insurance Company

COVERAGE A: Workers Compensation: Statutory

COVERAGE B: Employers Liability Limits: Stat/\$500,000/\$500,000/\$500,000

Excess Workers Compensation Self-Insured Retentions:

DC, MA, OH, RI: \$500,000

CT, NC, NJ, VA: \$1,000,000

COMMON POLICY CONDITIONS

A. Cancellation

2. We [Carrier] may cancel this policy by mailing or delivery to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for non payment of premium

AGENCY CUSTOMER ID: CN101226639

LOC #: Boston



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA, INC.		NAMED INSURED CVS HEALTH CORPORATION ONE CVS DRIVE MC2180 WOONSOCKET, RI 02895	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

1) General Liability Additional Insured - Where Required Under Contract or Agreement language per endorsement CG 2026 (04/13):

SECTION II - WHO IS AN INSURED, is amended to include as an additional insured:

Any person or organization for whom the Named Insured has agreed to provide insurance prior to loss as provided by the General Liability Policy but only to the limit and scope of insurance agreed to by the Named Insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the Named Insureds acts or omissions or the acts or omissions of those acting on the Named Insured's behalf:

- 1. In the performance of your ongoing operations;
- or
- 2. In connection with your premises owned by or rented to you.

2) General Liability Earlier Notice of Cancellation Provided By Us language per endorsement CG 02 24 10 93:

Number of Days' Notice 90

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

3) GENERAL LIABILITY CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) by the Carrier according to the notification schedule shown below:

Name of Person(s) or Entity(ies):

Per the most current schedule maintained by Marsh USA, Inc. and furnished to Chubb no less than 45 days prior to the effective date of cancellation.

Number of Days Advanced Notice of Cancellation: 90



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
96135 Nassau Place, Suite 6
Yulee, Florida 32097

John Martin
Aaron C. Bell
Jeff Gray
Thomas R. Ford
Klynt Farmer

Dist. No. 1 Fernandina Beach
Dist. No. 2 Amelia Island
Dist. No. 3 Yulee
Dist. No. 4 Bryceville/Hilliard
Dist. No. 5 Callahan/West Yulee

JOHN A. CRAWFORD
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

TACO E. POPE, AICP
County Manager

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

Project Name: Payflex HRA

Bid No./Contract No.:109714

DEFINITIONS:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify System” means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with Nassau County. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with Nassau County; and

(904) 530-6100

An Affirmative Action / Equal Opportunity Employer

- c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility", as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. The Contractor shall also execute the attached affidavit (Exhibit "A") attesting that the Contractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract; and
- d) Contractor shall also require all subcontractors to execute the attached affidavit (Exhibit "B") attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

CONTRACT TERMINATION:

- a) If Nassau County has a good faith belief that a person or entity with which it is contracting has knowingly violated §448.09(1), Florida Statutes, the contract shall be terminated.
- b) If Nassau County has a good faith belief that a subcontractor knowingly violated §448.095(2), but the Contractor otherwise complied with §448.095(2), Florida Statutes, shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d) Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination.
- e) If the contract is terminated for a violation of the Statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

EXHIBIT "A"

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Aetna Life Insurance Company does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Aetna Life Insurance Company proof of registration in the E-Verify system is attached to this Affidavit.

Cathy Aguirre

Print Name: Cathy Aguirre

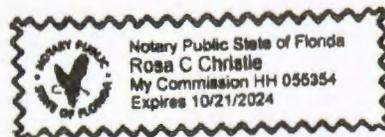
Date: 07-18-2022

STATE OF FLORIDA

COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this July 18, 2022 (Date) by Cathy Aguirre (Name of Officer or Agent, Title of Officer or Agent) of AETNA (Name of Contractor Company Acknowledging), a CONNECTICUT (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced PERSONALLY KNOWN as identification.

Rosa C. Christie
Notary Public



Rosa C. Christie
Printed Name

My Commission Expires: 10/21/2024

EXHIBIT "B"

SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that MILLENNIUM TRUST COMPANY (Subcontractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of MILLENNIUM TRUST COMPANY (Subcontractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

John P. Olson Jr.

Print Name: John P. Olson Jr.

Date: 7-18-22

STATE OF FLORIDA

COUNTY OF Charlotte

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 07/18/2022 (Date) by John P. Olson Jr. (Name of Officer or Agent, Title of Officer or Agent) of MILLENNIUM TRUST COMPANY (Name of Contractor Company Acknowledging), a Florida (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced Drivers License as identification.

[Signature]

Notary Public

Stephen Craven

Printed Name



My Commission Expires: April 15, 2025



Company ID Number:383261

Client Company ID Number:1704331

Employer Aetna Life Insurance Company	
Name (Please Type or Print) Jennifer Zanni	Title
Signature Electronically Signed	Date June 14, 2021
E-Verify Employer Agent International Business Machines	
Name (Please Type or Print) Jason Batchelder	Title
Signature Electronically Signed	Date June 14, 2021
Department of Homeland Security - Verification Division	
Name USCIS Verification Division	Title
Signature Electronically Signed	Date June 14, 2021

Certificate Of Completion

Envelope Id: 0B6D9A990C484E519FCC48C69B83A8F2
 Subject: Please DocuSign: CM3216 - Aetna - HRA Agreement - \$75,000
 Source Envelope:
 Document Pages: 30 Signatures: 5
 Certificate Pages: 6 Initials: 3
 AutoNav: Enabled
 Envelope Stamping: Enabled
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:
 Laura Scott
 lscott@nassaucountyfl.com
 IP Address: 50.238.237.26

Record Tracking

Status: Original
 8/16/2022 10:12:35 AM

Holder: Laura Scott
 lscott@nassaucountyfl.com

Location: DocuSign

Signer Events

Ashley Metz
 ametz@nassaucountyfl.com
 Human Resources Director
 Nassau County BOCC
 Security Level: Email, Account Authentication
 (None)

Signature

Ashley Metz
 Signature Adoption: Pre-selected Style
 Using IP Address: 50.238.237.26

Timestamp

Sent: 8/16/2022 10:52:46 AM
 Viewed: 8/16/2022 10:55:46 AM
 Signed: 8/16/2022 10:56:11 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Tracy Poore
 tpoore@nassaucountyfl.com
 OMB Admin
 Nassau County BOCC
 Security Level: Email, Account Authentication
 (None)

TP
 Signature Adoption: Pre-selected Style
 Using IP Address: 50.238.237.26

Sent: 8/16/2022 10:52:46 AM
 Viewed: 8/16/2022 10:53:34 AM
 Signed: 8/16/2022 11:00:39 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

chris lacambra
 clacambra@nassaucountyfl.com
 OMB Director
 Nassau County BOCC
 Security Level: Email, Account Authentication
 (None)

chris lacambra
 Signature Adoption: Pre-selected Style
 Using IP Address: 50.238.237.26

Sent: 8/16/2022 10:52:46 AM
 Viewed: 8/16/2022 3:15:53 PM
 Signed: 8/16/2022 3:15:59 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Lanaee Gilmore
 lgilmore@nassaucountyfl.com
 Procurement Director
 Nassau County BOCC
 Security Level: Email, Account Authentication
 (None)

Lanaee Gilmore
 Signature Adoption: Pre-selected Style
 Using IP Address: 50.238.237.26

Sent: 8/16/2022 3:16:02 PM
 Viewed: 8/16/2022 4:37:44 PM
 Signed: 8/16/2022 4:38:24 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>Daniel Fanger dfanger@nassaucountyfl.com Asst. OMB Director Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 1/12/2022 8:21:25 AM ID: a674f252-535e-4d30-a29b-ba05d6cf52ef</p>	<p><i>DF</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 8/16/2022 4:38:28 PM Viewed: 8/16/2022 4:42:48 PM Signed: 8/16/2022 4:42:54 PM</p>
<p>Denise C. May dmay@nassaucountyfl.com Assistant County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>Denise C. May</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 8/16/2022 4:42:57 PM Viewed: 8/18/2022 2:23:02 PM Signed: 8/18/2022 2:23:32 PM</p>
<p>Taco E. Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>Taco E. Pope AICP</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 8/18/2022 2:23:36 PM Viewed: 8/18/2022 6:21:52 PM Signed: 8/18/2022 6:21:57 PM</p>
<p>Clerk Finance received boccap@nassauclerk.com Nassau County Clerk Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 2/4/2021 9:59:11 AM ID: 6238f06a-a4ad-4d45-a7f5-929d04629059</p>	<p><i>SB</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 12.23.69.254</p>	<p>Sent: 8/25/2022 3:27:05 PM Viewed: 8/26/2022 2:47:24 PM Signed: 8/26/2022 2:48:21 PM</p>
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
<p>Kimberley Howe howek@aetna.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 8/19/2022 7:52:56 AM ID: 8e373379-471f-44d0-b960-88784496c7d3</p>	<p style="border: 1px solid blue; padding: 5px; text-align: center; font-weight: bold; font-size: 1.2em;">COPIED</p>	<p>Sent: 8/18/2022 6:22:01 PM Resent: 8/25/2022 3:27:05 PM Viewed: 8/25/2022 3:28:33 PM</p>

Carbon Copy Events

Clerk Admin
 clerkservices@nassaucountyfl.com
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Status**COPIED****Timestamp**

Sent: 8/26/2022 2:48:25 PM
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RLS Distro
 RLSDistribution@nassaucountyfl.com
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

COPIED

Sent: 8/26/2022 2:48:26 PM

Procurement Staff
 procurementstaff@nassaucountyfl.com
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Accepted: 8/11/2022 4:06:53 PM
 ID: 70ba6b9d-4524-4116-9685-dc2e1d625e39

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Sent: 8/26/2022 2:48:27 PM

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/16/2022 10:52:46 AM
Certified Delivered	Security Checked	8/26/2022 2:47:24 PM
Signing Complete	Security Checked	8/26/2022 2:48:21 PM
Completed	Security Checked	8/26/2022 2:48:27 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Nassau (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Nassau:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bsimmons@nassaucountyfl.com

To advise County of Nassau of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bsimmons@nassaucountyfl.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Nassau

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to bsimmons@nassaucountyfl.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Nassau

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to bsimmons@nassaucountyfl.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Nassau as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Nassau during the course of your relationship with County of Nassau.