

BOCC CONTRACT APPROVAL FORM

CONTRACT TRACKING NO. CM3729

SECTION 1 - GENERAL INFORMATION

Requesting Department: Human Resources Contact Person: Ashley Metz
Telephone: (904) 530-6075 Email: amet@nassaucountyfl.com

SECTION 2 - VENDOR INFORMATION

Name: Inspira Financial, Inc.
Address: 2001 Spring Road, Suite 700
City: Oak Brook State: IL Zip Code: 60523
Vendor's Administrator Name: Lina Monaco Title: Senior Account Manager
Telephone: (630) 594-9719 Email: lina.monaco@inspirafinancial.com

SECTION 3 - VENDOR AUTHORIZED SIGNATORY

Authorized Signatory Name: Michale DiSimone Title: President
Authorized Signatory Email: michael.disimone@inspirafinancial.com
(IDENTIFY WHO WILL SIGN THE CONTRACT ON BEHALF OF THE VENDOR. OFFICER/DIRECTOR WITH AUTHORITY TO BIND COMPANY.)

SECTION 4 - CONTRACT INFORMATION

Contract Name: Inspira Financial, Inc.
Short Description of Product(s)/Service(s) Being Requested: Health Savings Account Vendor for BOCC & All Constitutional Office's Employees

(GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.)

Procured Method: Quotes ITB RFP RFQ Piggyback Exemption Sole Source Single Source
Other: _____

Amount of Initial Contract Term: _____

Amount of Renewal Options (if applicable): Year 1: \$ 1,092.00 Year 2: _____
Year 3: _____ Year 4: _____

Total Amount of Contract (Initial Term + Renewal Options): Estimated \$1,092.00 (Estimate if necessary)

Account Number: 01122513-534000 FBTEC

Source of Funds: County State Federal Other: Florida Blue - Technology Credit

County Authorized Signatory: BOCC Chairman County Manager

(IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC)

SECTION 5 - INSURANCE

Insurance Category: Category L Category M Category H Other: w/ Cyber

Risk Manager Initials: MP

SECTION 6 - AMENDMENT INFORMATION

Contract Tracking No: _____ Amendment No: _____

Type of Amendment: Renewal Time Extension with Increase Time Only Extension Additional Scope

Supplemental Agreement Other: _____

Contract Amount with Previous Amendments: _____ Amount of this Amendment: _____

New Contract Amount including this Amendment: _____

Account Code Change From: _____ To: _____

County Authorized Signatory: BOCC Chairman County Manager

(IDENTIFY WHO WILL SIGN AMENDMENT ON BEHALF OF BOCC)

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

- | | |
|---|--|
| 1. <u>Ashley Metz</u> <u>7/22/2024</u>
Department Head/Contract Manager Date | 3. <u>Ranaco Belmont</u> <u>7/23/2024</u>
Procurement Date
<i>(Signature required only if procurement related)</i> |
| 2. <u>Chris Lacambra</u> <u>7/23/2024</u>
Office of Mgmt. & Budget Date | 4. <u>Denise C. May, Esq., BLS</u> <u>7/29/2024</u> <u>DS</u>
County Attorney Date |

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

[Signature] 7/29/2024
County Manager Date

**ADDENDUM TO THE MASTER SUBSCRIPTION AGREEMENT
WITH INSPIRA FINANCIAL HEALTH**

THIS ADDENDUM TO THE MASTER SUBSCRIPTION AGREEMENT WITH INSPIRA FINANCIAL HEALTH, INC. (hereinafter “Addendum”) is made by and between the Board of County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida (hereinafter the “County” or “Customer”), and Inspira Financial Health, Inc. a Nebraska Corporation (hereinafter the “Vendor” or “Inspira”) hereinafter collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, the Parties desire to enter into a Master Services Agreement for Health Savings Account Administration (hereinafter “Agreement”); and

WHEREAS, the Parties wish to establish additional standard terms and conditions to that Agreement as contained herein; and

WHEREAS, the Parties hereby desire to enter into this Addendum to the Agreement to set forth in writing additional rights, duties and obligations hereunder.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties do agree to amend the Agreement as follows:

SECTION 1. CONFLICTING PROVISIONS.

1.1 The Parties agree that in the event of any conflict between the terms of the Agreement and any exhibits or attachments to the Agreement and the terms of this Addendum, the terms of this Addendum shall prevail.

SECTION 2. PAYMENT AND INVOICING.

2.1 The County shall pay the Vendor for the goods and/or services referenced in the Agreement according to terms and conditions outlined in the agreement. No payment shall be made for goods and/or services without a proper County work authorization or purchase order. The Vendor shall submit a copy of all invoices to both the Human Resources Director at ametz@nassaucountyfl.com or designee and to invoices@nassaucountyfl.com for payment. The invoice submitted shall include the contract number referenced and shall be in sufficient detail as

to item, quantity and price in order for the County to verify compliance with the specifications and conditions of Agreement. Payment shall not be made until goods and/or services have been received, inspected and accepted by the County in the quantity and/or quality ordered. Payment in advance of receipt of goods and/or services by the County cannot be made. The County shall pay the Vendor within forty-five (45) calendar days of receipt and acceptance of invoice by the Human Resources Director or designee, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act found at Section 218.70, Florida Statutes. The Vendor shall honor all purchase orders or work authorizations issued prior to the expiration of the term of the Agreement. The Vendor shall be responsible for all expenses incurred while providing goods and/or services under this Contract including, but not limited to, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to the Vendor's agents, if any, hired by the Vendor to complete the work under this Contract.

SECTION 3. E-VERIFY.

3.1 The Vendor shall comply with Section 448.095, Florida Statutes, and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by the Vendor during the term of the Agreement to work in Florida. Additionally, if the Vendor uses subcontractors to perform any portion of the work (under the Agreement), the Vendor shall include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

3.2 The Vendor shall maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized entity consistent with the terms of the Vendor's enrollment in the program. This includes maintaining a copy of proof of the Vendor's and subcontractors' enrollment in the E-Verify program. If the Vendor enters into a contract with a subcontractor, the subcontractor shall provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the contract.

3.3 Compliance with the terms of the E-Verify program provision is made an express condition of the Agreement and the County may treat a failure to comply as a material breach of the Agreement. If the County terminates the Agreement pursuant to Section 448.095(2)(c), Florida Statutes, the Vendor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated and the Vendor is liable for any additional costs incurred by the County as a result of the termination of the Agreement.

SECTION 4. GOVERNING LAW, VENUE, COMPLIANCE WITH LAWS, ATTORNEY'S FEES AND CHANGE OF LAWS.

4.1 The Agreement shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations. Any and all litigation arising under the Agreement shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

4.2 The Vendor shall secure and maintain all licenses and permits required to provide goods and/or services under the Agreement and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, required under the Agreement.

4.3 The Vendor shall comply with all federal, state, county and municipal laws, ordinances, policies and rules including Title II of the Americans with Disabilities Act and the County's adopted Web Content Accessibility Guidelines (WCAG), version 2.1, level AA.

4.4 In the event of any legal action to enforce the terms of the Agreement each party shall bear its own attorney's fees and costs.

4.5 If there is a change in any state or federal law, regulation or rule or interpretation thereof, which affects the Agreement or the activities of either party under the Agreement, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights or obligations under the Agreement, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of the Agreement. If the parties are unable to reach an agreement concerning the modification of the Agreement within fifteen (15) days after the date of the notice seeking renegotiation, then either party may terminate the Agreement by written notice to the other party. In such event, Vendor shall be paid its compensation for the goods and/or services provided prior to the termination date.

SECTION 5. TAXES.

5.1 The Vendor recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the goods and/or services provided under the terms of the Agreement. As such, the Vendor shall refrain from including taxes in any billing. Any questions regarding this tax exemption shall be addressed to the County Manager.

SECTION 6. FUNDING.

6.1 The County's performance and obligation under the Agreement is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years and is subject to termination based on lack of funding.

SECTION 7. PUBLIC RECORDS.

7.1 The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under the Agreement, to the extent that the Vendor is providing goods and/or services to the County, and pursuant to Section 119.0701, Florida Statutes, the Vendor shall:

- a. Keep and maintain public records required by the County to provide goods and/or services.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Vendor does not transfer the records to the County.
- d. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records

required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

7.2 A request to inspect or copy public records relating to the Agreement for goods and/or services shall be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Vendor of the request, and the Vendor shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

7.3 If the Vendor does not comply with the County's request for records, the County shall enforce the Agreement provisions in accordance with the Agreement.

7.4 If the Vendor fails to provide the public records to the County within a reasonable time, the Vendor may be subject to penalties under Section 119.10, Florida Statutes.

7.5 If a civil action is filed against the Vendor to compel production of public records relating to the Agreement, the Court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorney fees if:

(a) The Court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and

(b) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, to the County and to the Vendor.

7.6 A notice complies with this Section if it is sent to the County's custodian of public records and to the Vendor at the Vendor's address listed on its Agreement with the County or to the Vendor's registered agent.

7.7 If the Vendor complies with a public records request within eight (8) business days after the notice is sent, the Vendor is not liable for the reasonable costs of enforcement.

7.8 In reference to any public records requested under the Agreement, the Vendor shall identify and mark specifically any information which Vendor considers CONFIDENTIAL and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and which the Vendor believes to be exempt from disclosure, citing specifically the applicable exempting law and including a brief written explanation as to why the cited Statute is applicable to the information claimed as confidential and/or proprietary information. All materials shall be segregated and clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE."

7.9 In conjunction with the confidential and/or proprietary information designation, the Vendor acknowledges and agrees that after notice from County, the Vendor shall respond to a notice from the County immediately, but no later than 10 calendar days from the date of notification or the Vendor shall be deemed to have waived and consented to the release of the confidential and/or proprietary designated materials.

7.10 The Vendor further agrees that by designation of the confidential/proprietary material, the Vendor shall defend the County (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to the Vendor's designation of the material as exempt from public disclosure and to hold harmless the County (and its employees, agents and elected and appointed officials) from any award to a plaintiff for damages, costs and attorneys' fees, incurred by the County by reason of any claim or action related to Vendor's designation of material as exempt from public disclosure.

SECTION 8. PUBLIC ENTITY CRIMES.

8.1 In accordance with Section 287.133, Florida Statutes, the Vendor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date of the Agreement.

SECTION 9. INDEMNIFICATION.


9.1 Any indemnification by the County in the Agreement or any sub agreement, or exhibit thereunder is hereby limited to the limits as set forth in Section 768.28, Florida Statutes.

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by its duly authorized representatives, effective as of the last date below.

THE COUNTY:

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

Signature:  _____

Print Name: Taco E. Pope, AICP

Title: County Manager

Date: 7/29/2024

REVIEWED FOR LEGAL FORM AND CONTENT:

Denise C. May, Esq., BLS
DENISE C. MAY, County Attorney

VENDOR:

Inspira Financial Health, Inc.

Signature: Michael DiSimone

Print Name: Michael DiSimone

Title: President

Date: 7/23/2024

Exhibit "A" *MD*

7/26/2024

PARTIES

Nassau County Board of County Commissioners ("Company")

96135 NASSAU PLACE, SUITE 5

YULEE, FLORIDA 32097

Attn: Ashley Metz

Inspira Financial Health, Inc. ("Inspira")

11819 Miami Street, Suite 200

Omaha, NE 68164

Attn: Contracts

SERVICES

Reimbursement Administrative Services

- Flexible Spending Account:** Healthcare Dependent Care Limited Purpose
- Reimbursement Accounts:** Adoption Assistance Tuition Reimbursement Premium Only Plan
- Health Reimbursement Arrangement:** Retiree Reimbursement Limited Health Reimbursement
- Health Savings Account**
- Online Commuter Benefit**

Benefit Eligibility Services

- COBRA Administration**
- Direct Billing Administration**

CONTRACT TERMS

The Company, or its delegate, is serving as the Plan Administrator for the above referenced Company-sponsored employee benefits for certain employees and their eligible dependents (collectively the "Members"). The Company desires to engage Inspira to provide the Services checked above in connection with the Company-sponsored employee benefits.

The following documents, all of which are attached and incorporated herein by this reference, collectively comprise the "Agreement" between the parties:

1. This Summary Sheet (Exhibit "A");
2. The Financial Account Terms Exhibit (Exhibit "B");
3. The Fee and Expense Exhibit(s) (Exhibit "C");
4. The Terms and Conditions (Exhibit "D"); and
5. The Administrative Services Exhibit(s) for each Service selected above (Exhibit "E").

Effective Date: January 1, 2024


Initial Term of the Agreement: One (1) Year


SIGNATORY SECTION

The authorized representatives of the parties have executed this Summary Sheet and hereby acknowledge and agree to the terms and conditions of the Agreement as defined above.

Nassau County Board of County Commissioners ("Company")

Inspira Financial Health, Inc. ("Inspira")

By: 

By: 

Name: Taco E. Pope, AICP

Name: Michael DiSimone

Title: County Manager

Title: President

Date: 7/29/2024

Date: 7/23/2024

Exhibit "B"

MD

7/26/2024

Financial Account Terms Exhibit is agreed to by the parties and is an attachment to the Administrative Services Agreement (the "Agreement") and is hereby incorporated by reference.

In conformity with the intent of the parties in the Agreement, this Exhibit prescribes the financial terms and conditions relating to the payment of fees and funding.

Obligations of the Company

1.1 The Company shall promptly review and verify the accuracy of each fee invoice and notify Inspira in writing of any inaccuracy or discrepancy with respect to any amount referenced therein within ten (10) business days after receipt of such invoice. The Company shall have thirty (30) calendar days from the date of invoice to provide supporting documentation.

1.2 Such invoice shall be deemed final, complete, and correct for all purposes if the Company has not provided such notice within ten (10) business days or fails to provide supporting documentation within thirty (30) calendar days of receipt of the fee invoice.

Obligations of Inspira

2.1 Funding Notification Reports shall be sent to the Company based on the established funding notification schedule.

2.2 Fee invoices shall be sent to the Company on a monthly basis.

Payment of Fees

3.1 The Company agrees to pay Inspira the fees set forth in the Fee and Expense Exhibit. Such amounts are payable as set forth in Section 3.2 below.

3.2 The Company shall not combine the payment of such fees with any funding (as outlined in the Funding of Reimbursement Claims Section and/or Funding of Member Health Saving Accounts Section as applicable to Service elected by the Company). The Company understands and agrees to the method of paying fees outlined in Section 3.2.1. The Company understands and agrees that Inspira does not accept international wire transfers.

3.2.1 An ACH debit which shall be initiated by Inspira on or about the 23rd day of each month after invoice is delivered to the Company. Inspira shall initiate the ACH debit against an account designated for this purpose by the Company. This may be the same account designated

for ACH claims, or may be a unique account, at the Company's discretion.

3.3 Any fee payments which are not timely paid within thirty (30) calendar days shall, at the option of Inspira, bear interest at a rate of one percent (1%) per month or, if less, the maximum amount permitted by law, until paid. Inspira must submit an invoice to Company for any interest accrued in order to receive the interest payment.

3.4 The Company shall pay any fee balance due Inspira as outlined in this Agreement within ten (10) banking days of termination of this Agreement. Balances remaining after such day shall be assessed late fees and interest, at the option of Inspira; bearing interest at a rate of one percent (1%) per month or, if less, the maximum amount permitted by law, until paid. Inspira must submit an invoice to Company for any interest accrued in order to receive the interest payment.

Funding of Reimbursement Claims

4.1 The Company's obligation to fund claims shall be effective as of the date Inspira issues Member reimbursements (Fund on Payment).

4.2 The Company shall fund claims, as outlined in section 4.1, with a Inspira initiated Automated Clearing House (ACH) debit in accordance with the Banking Consent Form, which shall be initiated within three (3) banking days of the weekly receipt of the Funding Notification Report.

4.3 Inspira shall periodically review past claims paid to Members and funding received from the Company for such claims. If these reviews reveal that Inspira has not been fully funded for all claims that have been paid in accordance with section 4.1 the Company shall pay such claims within ten (10) banking days of receiving notice of such funding discrepancy. This right shall survive termination of the Agreement.

4.4 Any funding due Inspira for claims paid on behalf of Company that remains unpaid after twenty (20) banking days shall be subject to a fee ("Failure to Fund Fee"). The Failure to Fund Fee shall be calculated as one-hundred twenty five (125) basis points above the three (3) month United States Dollar London Interbank Offered Rate. If such Failure to Fund Fee calculation is not permissible under applicable law then the Failure to Fund Fee shall be calculated at a rate not to exceed regulatory rates, based on the average daily balance outstanding across all non-funded days.

Reimbursement Fees and Claim Funding upon Termination

7/26/2024

5.1 During the Runout Claims Period (as defined in the Agreement), the Company's obligation to fund claims shall remain as Fund on Payment.

5.2 The Company shall fund Runout Claims with a Inspira initiated ACH debit in accordance with the Banking Consent Form, which shall be initiated within three (3) banking days of the receipt of the Funding Notification Report.

5.3 The Company shall keep the account listed on the Banking Consent Form open and available for Inspira initiated debits for the entire Runout Claims Period. Following the Runout Claims Period, Inspira shall audit for any funds still due from the Company. In the event that such audit reveals that the Company owes Inspira for claims paid during such Runout Claims Period the Company shall submit payment to Inspira by check within ten (10) banking days of notice.

5.4 The fees for processing Runout Claims shall be a lump sum amount equal to the number of months the Company has set for Runout Claims and shall be based on the Member census in effect at the time of termination. The Company shall pay such fees upon termination of the Agreement or within ten (10) banking days from the date of receipt of the invoice.

5.5 If the Company fails to fund Runout Claims or pay fees due at termination as outlined in this section, Inspira has the right to cease paying claims and suspend services until the requested funds or fees have been provided. In no event shall the Company offset funding or fees due Inspira because of any legal claims advanced by the Company.

Funding of Member Health Saving Accounts

6.1 Funding for Health Saving Accounts (HSA) is on a deposit basis and takes the form of an ACH debit that Inspira initiates against the Company's designated

account on each day that HSA deposits are reported by the Company to Inspira. This may be the same account designated for Inspira administration fees, or may be a unique account, at the Company's discretion. In the event the Company does not fund deposits within a reasonable amount of time (as set by Inspira), the Company shall be subject to a Failure to Fund Claims fee as outlined in the Fees and Expenses Exhibit.

Miscellaneous

7.1 Intentionally omitted. Inspira

7.2 Nothing in this Exhibit shall prohibit Inspira from performing any service not enumerated for a reasonable fee. Any such service and corresponding fee shall be provided only if agreed to by the Company and Inspira in writing, in advance of such performance.

7.3 If the Company, for any reason whatsoever, fails to make a required payment on a timely basis, Inspira may (in addition to its other rights and remedies), suspend the performance of the Services until such time as the Company makes the proper remittance and otherwise delivers adequate assurance to Inspira, as reasonably determined by Inspira, concerning the Company's performance hereunder. Inspira shall use reasonable efforts to provide the Company with up to three (3) calendar day's prior written notice of its intention to take such action.

7.4 If the Company forwards funds so that Inspira can pay claims that have not yet been incurred or submitted (i.e., Company pre-funds claims), Company agrees that it will only provide Inspira with funds from its general assets and will not forward to Inspira any amounts: (i) previously withheld from its employees' pay; (ii) that might otherwise constitute "plan assets" under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), or other applicable law; or (iii) that might otherwise belong to the employee or plan under applicable law.

Exhibit "C" *MD*

7/26/2024

HEALTH SAVINGS ACCOUNT

Health Savings Account - HSA Administration Services Pricing							
Implementation and Annual Fees							
Implementation Fee	Waived						
*Annual Fee	Waived						
**Monthly Account Maintenance Fee Per Member	\$1.30						
Optional Service Fees - NOTE: Optional Service Fees only apply if the service is requested by the plan sponsor and performed by Inspira. Optional Service Fee pricing is fixed during the Initial Term of the Agreement and are listed below for transparency.							
Types of Communication Assistance							
Onsite Enrollment Meeting Support (Less than 500 eligible or more than one meeting for groups with 500 plus eligibles)	\$500.00 per day						
Customized website (With or without Single Sign On from another site) Lead-time: 90 days Cut-off for 1/1 business is 9/15	\$150.00 per hour. Statement of work required.						
Single Sign On (SSO) to generic Inspira member website (Assumes Inspira standard for web service call) Lead-time: 60 days	No charge						
Customized Member Flyers (Revisions to generic member flyers) Lead-time: 5 weeks	\$1,000.00 per flyer (Including 2 rounds of edits.)						
Customized Member Letters Lead-time: 5 weeks *System-generated <ul style="list-style-type: none"> HSA Vetting Communications <ul style="list-style-type: none"> Vetting success confirmation e-mail* Vetting failure letter - first letter Vetting failure letter - second letter Vetting failure letter - final letter 	\$1,500.00 per letter plus mailing costs (Including 2 rounds of edits.)						
Co-branded debit card Lead-time: 5 weeks Cut-off for 1/1 business is 10/15	\$750.00 flat fee Rush request and /or requests after 10/15 for 1/1 fulfillment is an additional \$150.00 per hour. Minimum of 3 hours charged. \$10.00 per card for plan sponsor requested re-issues due to plan changes.						
Customized welcome flyers to accompany Inspira Card® Lead-time: 5 weeks Cut-off for 1/1/ business is 10/15 *Quantity determined based on number of members. Upon re-stocking, quantity may be re-evaluated.	\$3,000 flat fee (Including 2 rounds of edits.) Plus recurring printed / fulfillment fees. (Minimum order is 10k.) <table border="0"> <tr> <td>Quantity*</td> <td>Price per Thousand</td> </tr> <tr> <td>10,000 to 24,000</td> <td>\$250.00 / M</td> </tr> <tr> <td>25,000 to 50,000</td> <td>\$150.00 / M</td> </tr> </table>	Quantity*	Price per Thousand	10,000 to 24,000	\$250.00 / M	25,000 to 50,000	\$150.00 / M
Quantity*	Price per Thousand						
10,000 to 24,000	\$250.00 / M						
25,000 to 50,000	\$150.00 / M						

Exhibit "C"

MJ

7/26/2024

	51,000 + \$100.00 / M Rush requests and/or requests after 10/15 for 1/1/ fulfillment is an additional \$150.00 per hour. Minimum of 3 hours charged.
Customized Knowledge Vision Presentation Lead-time: 6 weeks	Statement of Work required. (Typically 20 slides, 5 minutes of content, 3 rounds of script reviews.)
Development of Customized Communications (Brochures, flyers, email campaigns) Lead-time: Varies based on type of communication	Statement of Work required plus mailing costs if applicable.
Miscellaneous Fees	
Customized Reporting	\$150.00 per hour Statement of Work required.
Rejected/NSF Customer Funding ACH transactions	\$50.00 per occurrence of any plan sponsor funding ACH pull that is rejected
<p>*Annual Fee includes upon written request:</p> <ul style="list-style-type: none"> ▪ Standard Enrollment Materials, limited to the number of eligible employees ▪ Electronic sample of a Plan Document and Summary Plan Description <p>**Members are defined as:</p> <ul style="list-style-type: none"> • An employee in an active status who has either passed the regulatory required vetting or is currently being vetted for a period of 90 calendar days. ▪ Fee shall remain unchanged during the initial twelve (12) months of the term of the Agreement; thereafter fees are subject to change every twelve (12) months and shall not exceed a three (3) percent net increase per year after the Initial Term of the Agreement. 	
PFS_HSA_Pricing_10-25-2018	



Exhibit "D" MD

7/26/2024

ARTICLE I DUTIES OF THE PARTIES

Inspira's Responsibilities

1.1 The Company hereby appoints Inspira Financial Health, Inc. ("Inspira"), and Inspira agrees to provide administrative services checked on the Summary Sheet (the "Services"). Such Services shall be performed in a good and workmanlike manner consistent with industry standards.

1.2 Inspira shall, at its expense, maintain adequate and necessary records on each Member related to the Services. The Company shall furnish Inspira with complete and accurate information necessary for the preparation of such records, including, but not limited to, proper accounting of all Members, specific coverages and any changes or corrections thereto. Inspira shall not be responsible for verifying the accuracy or completeness of the information provided by the Company and subject to the limits set forth in Section 768.28, Florida Statutes, the Company shall indemnify and hold Inspira harmless from and against any claim, damage, loss or expense arising out of the inaccuracy or incompleteness of such information.

1.3 The Company understands and agrees that Inspira does not provide legal, tax or accounting advice or services in connection with any company-sponsored employee benefits. The Company shall be responsible for obtaining any legal, tax or accounting advice they deem advisable in connection with any company-sponsored employee benefits from its counsel or advisor.

1.4 Inspira shall hold all funds received from the Company, Member or on behalf of a Member as applicable, in an account established for client funds and separate from Inspira operational funds at a financial institution of Inspira's choosing. Inspira shall pay all fees associated with said account. Inspira shall not commingle Company funds with any Inspira operational funds.

1.5 During the term of this Agreement, Inspira shall maintain the following insurance:

- (a) Commercial General Liability – \$2,000,000 / Each Occurrence;
- (b) Excess/Umbrella Liability – \$5,000,000 / Each Occurrence;
- (c) Crime – \$5,000,000 / Each Loss;

- (d) Managed Care Errors & Omissions / Professional – \$5,000,000 / Each Occurrence; and
- (e) Combined Cyber Risk Insurance - \$5,000,000 / Each Occurrence.

Company's Responsibilities

1.6 The Company shall be liable for any delay in the performance of the Services caused by the failure of the Company to promptly furnish necessary information or funds, as required, to Inspira.

1.7 If elected by the Company and as applicable, Inspira shall provide Member account balance information to the Member via a third party as designated by the Company. Company shall inform Members and make available single sign on access and inform the Member they may opt out of receiving the account balance information via the third party site.

1.8 The Company is responsible for maintaining reasonable internal control mechanisms as they relate to the Services that Inspira provides, including, but not limited to:

(a) The Company having its own administration functions and controls so users are removed promptly when they no longer need access to system resources.

(b) The Company having controls to ensure that all Inspira-generated reports and information received from Inspira are reviewed for accuracy and Member activity on a timely basis, with any inaccuracies or discrepancies being communicated in writing to Inspira no later than thirty (30) calendar days after such report or information is first generated on the employer website portal by Inspira.

(c) The Company having controls to ensure that any erroneous data is re-submitted to Inspira within thirty calendar (30) days from the time it is first inputted erroneously.

(d) Unless otherwise detailed within the Agreement, the Company shall reconcile all cash activity to Inspira-generated reports as soon as reasonably possible (and in any event within ten (10) banking days after such report is first delivered by Inspira to the Company). Company shall advise Inspira in writing of any discrepancies or inaccuracies in connection with such

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reconciliation within twenty (20) calendar days thereafter.

(e) Notwithstanding any term herein to the contrary, Inspira shall in no event be liable or otherwise responsible for (and subject to the limits set forth in Section 768.28, Florida Statutes, Company hereby releases and discharges Inspira and agrees to defend, indemnify and hold Inspira harmless from and against) any and all claims, damages, losses and expenses arising out of or otherwise related to Company's failure to notify Inspira in writing of any discrepancies or inaccuracies in any information, report or data provided by Inspira, within thirty (30) calendar days after such information, report or data is first provided by Inspira or if earlier, the date provided in paragraph (d) above.

ARTICLE II PAYMENTS

2.1 The financial agreement of the parties, including payment of fees and funding, as applicable to the Services elected on the Summary Sheet, are outlined in the Financial Account Terms Exhibit and is herein incorporated into this Agreement by reference.

ARTICLE III DURATION OF THIS AGREEMENT

3.1 This Agreement shall have an Initial Term and Effective Date as referenced on the Summary Sheet. Except as referenced on the applicable Fee and Expense Exhibit(s), the amounts set forth on the applicable Fee and Expense Exhibit(s) shall remain unchanged during the initial twelve (12) months of the term of the Agreement; thereafter fees are subject to change every twelve (12) months and shall not exceed a three (3) percent net increase per year for the Initial Term of the agreement.

ARTICLE IV TERMINATION OF THIS AGREEMENT

4.1 In the event of a material breach by Inspira of the terms hereof, the Company shall provide Inspira with written notice and an opportunity to cure the breach within thirty (30) calendar days thereafter. If Inspira does not cure the breach within such time period, this Agreement shall, at the option of the Company, terminate upon written notice to Inspira within ten (10) business days thereafter.

4.2 This Agreement shall, at the option of Inspira, terminate in the event of:

(a) The Company's failure to pay the amounts referenced in the applicable Fee and Expense Exhibit(s) by the due date;

(b) Failure of the Company to either timely fund a claim payment or reject the claim in writing, in either case within three (3) banking days after receipt by the Company of the demand or history with respect to such claim;

(c) Commencement of a bankruptcy proceeding of the Company or the insolvency of the Company;

(d) Failure of the Company to promptly deliver any data necessary for the proper performance of Inspira's duties hereunder within five (5) business days following the request therefore;

(e) Merger, sale or consolidation of the Company, unless written consent has been given by Inspira to continue Services in advance of such event, such consent shall not be unreasonably withheld;

(f) The enactment or change of any law or regulation which makes the continuance of this Agreement illegal or commercially impracticable; or

(g) Any other breach of this Agreement by the Company which is not cured (if curable) within thirty (30) calendar days following written notice from Inspira.

4.3 Upon termination of this Agreement, Inspira shall, upon written request and within a mutually agreed upon timeframe and subject to Section 119.0701, Florida Statutes, destroy Company records with notice to the Company, and provide a complete and final accounting as it relates to this Agreement. All records in Inspira's possession with respect member claim files and member information pertaining to the Services will be maintained by Inspira such period as required under applicable law. All administration systems, computer systems and software developed by Inspira in connection with the Services performed hereunder constitute the sole property of Inspira and shall be retained by Inspira upon the termination of this Agreement. The Company hereby disclaims any interest in or to such items.

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ARTICLE V INDEMNITY/DAMAGE LIMITS/MISCELLANEOUS

5.1 Except to the extent otherwise agreed to in writing by Inspira, Inspira is not and shall not under any circumstances be deemed the "Company," a "named fiduciary" or a "fiduciary", as defined in ERISA, of any Company plan or for any other purpose under any federal, state or local law applicable to or otherwise affecting or regulating any company-sponsored employee benefits, and the Company acknowledges such fact and otherwise releases and discharges Inspira from any such obligation, position or role. Inspira shall not be required to advance its funds for the reimbursement requests or payments under any Company plan except to the extent otherwise agreed to in writing by Inspira. Inspira shall not be considered the insurer or underwriter of the liability of the Company to provide benefits for the Members. The Company shall have the sole responsibility and liability for the payment of all reimbursement requests. The Company shall also be responsible for all expenses incidental to or otherwise related to the operation of any Company plan.

5.2 Subject to the limits as set forth in Section 768.28, Florida Statutes, each party agrees to defend, indemnify and hold the other harmless from and against any and all third-party claims, damages, losses and expenses which are incurred or suffered by a party and directly relate to the other party's performance under this Agreement, except in relation to matters as to which the indemnified party shall be finally adjudged to be liable as a result of their willful misconduct or breach of the applicable standard of care in the performance of their duties hereunder; provided that, under no circumstances shall Inspira be liable or otherwise responsible (and subject to the limits set forth in Section 768.28, Florida Statutes, the Company agrees to defend, indemnify and hold Inspira harmless) if Inspira's action was based on directions or instructions given by the Company or its designee to Inspira.

5.3 Inspira makes no commitment or guarantee that any amounts paid to or for the benefit of a Member will be (or continue to be) excludable from the Member's gross income for federal, state or local tax purposes. Pursuant to local, state and federal law it is the obligation of each Member to determine whether a payment under the Services provided is excludable from the Member's gross income for federal, state and local tax purposes.

5.4 This Agreement (comprising all of the documents referenced on the Summary Sheet), constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous agreements and discussions (whether written or oral) relating to the subject matter hereof. In the event of a conflict between any of the provisions of this Agreement, such conflict shall be resolved in favor of the more specific provision over a more general provision. No terms that are additional to or different from the terms of this Agreement (including, without limitation, the terms of any purchase order) shall be binding on either party hereto. This Agreement shall be governed by the internal substantive laws of the State of Florida except to the extent superseded by federal law, including but not limited to ERISA and the Internal Revenue Code of 1986, as amended (the "Code").

5.5 IN NO EVENT SHALL EITHER PARTY BE LIABLE OR OTHERWISE RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS AND ATTORNEYS' FEES, REGARDLESS OF THE NATURE OR BASIS OF THE CLAIM AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. INSPIRA'S MAXIMUM LIABILITY UNDER THIS AGREEMENT TO THE COMPANY OR ANY PARTICIPANT FOR ANY CLAIMS, DAMAGES, LOSSES OR EXPENSES (INCLUDING, BUT NOT LIMITED TO, THOSE ARISING UNDER THIS AGREEMENT), REGARDLESS OF THE NATURE OR BASIS OF THE CLAIM, SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT OF THE FEES PAID BY THE COMPANY TO INSPIRA DURING THE PRIOR TWELVE (12) MONTHS. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY OR EXCLUSION OF DAMAGES IS INTENDED TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY INSPIRA TO THE COMPANY AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE REMEDIES IN THIS AGREEMENT HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

5.6 The failure of either party to strictly enforce any provision of this Agreement shall not be deemed to be a waiver of such provision (or of any other provision of

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this Agreement), nor shall such failure be deemed to be a waiver of any subsequent breach of such provision (or any other provision of this Agreement). No waiver of any provision of this Agreement shall be binding upon any party unless it is in writing and executed by both parties.

5.7 Any litigation involving any claim (whether legal or equitable) which relates to or arises from the subject matter of this Agreement shall be brought exclusively in the appropriate state or federal courts located in Nassau County, Florida. Each party hereby:

(a) Consents to submit itself to the exclusive personal jurisdiction of such state or federal courts;

(b) Expressly agrees to waive all challenges to the jurisdiction of and venue in such courts based on lack of jurisdiction and/or inconvenient or improper venue; and

(c) Agrees that it will not bring any action relating to the subject matter of this Agreement in any court other than the foregoing courts.

5.8 Company shall be in default hereunder if the Company becomes directly acquired by a competitor of Inspira, its parent or affiliates without Inspira's express prior written consent. Inspira's consent hereunder may be withheld in Inspira's sole and absolute discretion.

5.9 It is expressly agreed that the parties intend by this Agreement to establish between themselves the relationship of independent contractors. This Agreement is not intended to and shall not be construed to create between the parties, any affiliate relationship, partnership, joint venture, employment relationship, agency, fiduciary or other special relationship. The provisions of this Agreement are only for the benefit of the parties hereto and not for any other person. This Agreement shall not provide any third person with any remedy, claim, reimbursement, cause or action or other right.

5.10 Force Majeure. Neither party will not be liable for, or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement, including performance guarantees if applicable, as a result of any cause or condition beyond Inspira's reasonable control, so long as Inspira uses commercially reasonable efforts to avoid or remove such causes of non-performance. Such causes include, but are not limited to: acts of God;

acts of terrorism; pandemic; fires; wars; floods; storms; earthquakes; riots; labor disputes or shortages; and governmental laws, ordinances, rules, regulations, or the opinions rendered by any court, whether valid or invalid.

5.11 If any part of this Agreement is found to be illegal, unenforceable, or invalid, such part shall be severed from this Agreement and the remaining provisions of this Agreement will remain in full force and effect.

5.12 Financial Sanctions Exclusions. If benefits or reimbursements provided by this Agreement violate or will violate any economic or trade sanctions, the benefits are immediately considered invalid. Inspira cannot make payments for claims or services if it violates a financial sanction regulation. This includes sanctions related to a blocked person or a country under sanction by the United States, unless permitted under a written Office of Foreign Asset Control (OFAC) license.

5.13 This Agreement may not be amended or otherwise modified other than by a written instrument signed by the Company and Inspira.

5.14 ANY CLAIM OR CAUSE OF ACTION ARISING FROM OR OTHERWISE RELATED TO THIS AGREEMENT MUST BE COMMENCED WITHIN TWO (2) YEARS FROM THE TIME IT FIRST ACCRUED, OR WILL BE FOREVER BARRED.

5.15 Any and all notices shall be delivered by first class mail (postage pre-paid) or by overnight commercial delivery service (pre-paid) or delivered by hand to the party at their address referenced on the Summary Sheet.

5.16 As applicable, Inspira agrees to assist the Company as a business associate in complying with the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Parts 160-64) and the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and the HIPAA Omnibus Final Rule at 78 Fed. Reg. 5566 (January 25, 2013), as they relate to the obligations of a business associate, and to this end, Inspira and Company agree to execute a form of "Business Associate Agreement" mutually agreed to by both Parties in connection with the Services performed hereunder. Note: Business Associate Agreements are not applicable

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to Health Savings Account, Dependent Care Flexible Spending Accounts, Transit and Parking, Commuter, Adoption or Tuition Services.

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Exhibit "E"

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This Exhibit details the services Inspira will perform as it relates to the Health Savings Account (HSA).

ARTICLE VI DUTIES OF THE PARTY

Inspira's Responsibilities

6.1 Subject to conditions set forth herein, Inspira will make available and grant access to the Company a Inspira website (hereafter, the "Employer Portal") which would allow the Company to verify whether an HSA has been opened for its eligible employees and to view certain program data including payroll contribution information.

6.2 Inspira shall provide debit cards (i.e. Inspira Card™) to all HSA Members. Card use is bound by and subject to the terms and conditions of the "Card Association Rules" as described in the "Cardholder Agreement" that Inspira provides to each Member upon card issuance.

6.3 All card transactions posted to the Member account, regardless of final disposition, are deemed to be reimbursement requests or payments and shall be funded by the account contributions.

6.4 Inspira shall not perform any substantiation or verification on any transaction posted to the HSA. HSAs are completely self-directed by the Member and Inspira is not responsible for ensuring compliance or compliance with applicable law.

6.5 If Company funds deposit transactions for Members who do not have active accounts because they have not passed the HSA regulatory eligibility requirements or any other regulatory required vetting, Inspira will attempt to deposit the transactions for a period of 90 calendar days. During this time, funds received from the Company will be deposited at a financial institution of Inspira's choosing. Any interest generated on such funds shall be used to pay the fees of the financial institution with respect to such account. To the extent that such interest is not sufficient to pay such fees, Inspira shall pay such fees. To the extent that such interest is in excess of such fees and it does not exceed LIBOR plus 2-percent as compensation for services. Inspira will return interest in excess of these permissible amounts to the Company and the Company agrees that it will use such amounts consistent with applicable law. Inspira will return to Company any deposit transactions associated with Members without

active accounts at the end of the ninety (90) calendar day period minus any interest Inspira is entitle to keep under this paragraph. The Company shall be responsible for any accounting or reporting requirements caused by any deposit transactions associated with Members which do not have active accounts. The Company agrees that, in addition to the amounts specified in the Fees and Expense Exhibit, amounts retained by Inspira under this paragraph constitute reasonable compensation for Inspira's services.

6.6 Inspira will provide administrative services to Members in accordance with the terms of the "Health Savings Account Custodial Member Agreement." The Company acknowledges that the Health Savings Account Custodial Member Agreement is solely between the Member, Inspira and the custodian. The Health Savings Account Custodial Member Agreement does not give the Company any rights or impose any obligations on the Company. Neither Inspira nor the Company will restrict the Member's ability to move funds to another HSA beyond those restrictions defined by the Code.

6.7 Inspira and the custodian retain sole authority and discretion to open and close the HSA or resign as custodian in accordance with the terms of the "Health Savings Account Custodial Member Agreement."

6.8 Inspira's responsibility with respect to any HSA tax reporting requirements shall be solely in connection with reporting applicable information to Members and any governmental entity as required by law. The Company shall be responsible for wage reporting and any other tax or other reporting or disclosure requirements applicable to it under federal, state or local law.

6.9 Inspira shall have no responsibility with respect to determining whether the Company has made comparable contributions to HSAs for comparable participating employees under Section 4980G of the IRS Code and applicable regulations.

ARTICLE VII SERVICES

7.1 Inspira shall provide the Company with reports to facilitate payroll reconciliation and account status determination.

7.2 Custom reports may be provided subject to feasibility and data availability. Custom reports are not standard and shall be subject to an additional cost mutually agreed to by the parties in writing. The

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Company shall be billed for programming time in accordance with the Fees and Expenses Exhibit or as otherwise agreed to in writing by the parties.

7.3 The services listed in this Exhibit may be expanded by mutual written agreement of the parties.

7.4 Inspira shall post a deposit to each individual Member account based on deposits reported to Inspira by the Company. Once the deposit is made to the individual Member account, Inspira may not be able to reverse the transaction. Under no circumstances will Inspira be liable for any loss or expense arising as a result of the Company's adjustment to payroll contributions.

Company's Responsibilities

7.5 The Company shall provide Inspira with the necessary and accurate records of the Members as of the Effective Date. Thereafter, the Company shall promptly notify Inspira of all changes or corrections, including, but not limited to, termination, changes in status, or the addition of new Members.

7.6 The parties, as mutually agreed upon, shall provide Members with the Health Savings Account Custodial Member Agreement as part of the enrollment process. The parties, as mutually agreed, shall capture and store record of the Member's acknowledging agreement to the Health Savings Account Custodial Member Agreement. Inspira shall not be liable for any action it has taken (or failed to take) on behalf of the Company or a Member prior to Inspira's receipt of such information from the Company. Subject to the limits as set forth in Section 768.28, Florida Statutes, the Company agrees to defend, indemnify and hold Inspira harmless from and against any claim, damage, loss or expense arising as a result of Company's failure to timely notify Inspira of any such changes or corrections or to otherwise provide complete and accurate information to Inspira.

7.7 The Company shall ensure that the high deductible health plan (HDHP) it offers, or makes available to employees, satisfies the applicable requirements of Section 223 of the Code. Inspira is under no obligation to confirm or verify that any HDHP satisfies the requirements of Section 223 of the Code, nor shall Inspira be responsible for eligibility and benefit claims determinations with respect to any HDHP, whether sponsored by the Company or otherwise.

7.8 The Company will provide Inspira with all data on Members and contributions, including payroll deduction and Company contributions (if applicable). The Company is responsible for reviewing and approving such information, including transmissions of contribution information. The Company shall cooperate with Inspira to reconcile accounts in the event of any discrepancies between the contribution file and the actual funds transmitted and received by Inspira. The Company will be responsible for providing any disclosure and obtaining any consent from Members that may be required under applicable law to send any of the Member's personal or financial information to Inspira. Inspira will not provide any information regarding HSAs to the Company that is not permitted under Inspira or the custodian's privacy policy, the account agreement and/or applicable law.

7.9 The Company will not include in its marketing materials, or otherwise communicate to its Members, that Inspira or the custodian provides services other than those set forth herein or any information regarding the mutual funds or other investments made available to HSA Members other than that information contained in the applicable mutual funds' prospectus, statement of additional information, fund advertising or fund sales literature that complies with applicable laws and regulations and has been approved for use on behalf of the mutual fund by the appropriate fund personnel.

7.10 The Company understands and acknowledges that Inspira will not be responsible or liable for the funding of the HSAs and that the Company's failure to fund the contributions may result in additional fees, rejection/return of the payroll contributions submitted and/or termination of this Agreement. The Company understands that any Company contributions it makes to HSAs are non-forfeitable.

7.11 The Company agrees to take all reasonable steps to avoid application of ERISA to the HSAs established hereunder, including compliance with the conditions in the ERISA safe harbor exception for group or group-type insurance programs. In the event that any HSAs are or become subject to ERISA or any comparable law, the Company shall ensure full compliance with such laws with respect to such HSAs and under no circumstances shall Inspira be responsible for any such requirements. Neither the Company nor Inspira will knowingly engage in any prohibited transactions with any HSA.

ARTICLE VIII TRANSITION

Exhibit "E"

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8.1 If this Agreement is terminated by either party (other than by Inspira pursuant Section 4.2 of the Terms and Conditions), Inspira agrees to continue to perform services hereunder for up to three (3) months thereafter in exchange for a fee paid by the Company equal to three (3) times the last month's bill. Such fee (and all other amounts owing to Inspira hereunder) shall be paid in full prior to further performance by Inspira.

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Certificate Of Completion

Envelope Id: 6F80A93EA7584FBBA496F999B5FF732B Status: Completed
 Subject: Contract No.: CM3729 Vendor Name: Inpira Financial, Inc. \$1,092.00 Description: HSA Accounts
 Source Envelope:
 Document Pages: 21 Signatures: 10 Envelope Originator:
 Certificate Pages: 6 Initials: 16 Tina Keiter
 AutoNav: Enabled tkeiter@nassaucountyfl.com
 Envelopeld Stamping: Enabled IP Address: 50.238.237.26
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Record Tracking

Status: Original Holder: Tina Keiter Location: DocuSign
 7/22/2024 2:15:16 PM tkeiter@nassaucountyfl.com

Signer Events

Signer Events	Signature	Timestamp
Ashley Metz ametz@nassaucountyfl.com Human Resources Director Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 7/22/2024 2:30:27 PM Viewed: 7/22/2024 2:48:38 PM Signed: 7/22/2024 2:48:52 PM

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

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)		Sent: 7/22/2024 2:48:53 PM Viewed: 7/23/2024 8:18:59 AM Signed: 7/23/2024 8:19:45 AM
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Signature Adoption: Pre-selected Style
 Using IP Address: 50.238.237.26

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)		Sent: 7/23/2024 8:19:48 AM Viewed: 7/23/2024 10:30:55 AM Signed: 7/23/2024 10:33:32 AM
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Signature Adoption: Pre-selected Style
 Using IP Address: 50.238.237.26

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Michelle Proctor mproctor@nassaucountyfl.com Risk Manager Security Level: Email, Account Authentication (None)		Sent: 7/23/2024 10:33:34 AM Viewed: 7/23/2024 10:34:23 AM Signed: 7/23/2024 10:35:40 AM
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Signature Adoption: Pre-selected Style
 Using IP Address: 50.238.237.26

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>Lanaee Gilmore lgilmore@nassaucountyfl.com Procurement Director Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 7/23/2024 10:35:43 AM Viewed: 7/23/2024 11:44:54 AM Signed: 7/23/2024 11:45:00 AM</p>
<p>Michael DiSimone michael.disimone@inspirafinancial.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 7/23/2024 12:22:52 PM ID: d6cc553c-411d-4668-af7f-5208895248ff</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 98.116.206.139</p>	<p>Sent: 7/23/2024 11:45:03 AM Viewed: 7/23/2024 12:22:52 PM Signed: 7/23/2024 12:23:11 PM</p>
<p>Michael DiSimone michael.disimone@inspirafinancial.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 7/26/2024 6:30:09 AM ID: 3e0e2d5d-4710-4b15-91b4-b6f8700fbf83</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 98.116.206.139</p>	<p>Sent: 7/25/2024 4:20:43 PM Viewed: 7/26/2024 6:30:09 AM Signed: 7/26/2024 6:30:44 AM</p>
<p>Abigail Jorandby ajorandby@nassaucountyfl.com Deputy County Attorney Nassau BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 7/23/2024 12:23:13 PM Resent: 7/26/2024 6:30:46 AM Viewed: 7/25/2024 8:09:37 AM Signed: 7/26/2024 6:35:20 PM</p>
<p>Denise C. May, Esq., BCS dmay@nassaucountyfl.com County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 7/23/2024 12:23:13 PM Resent: 7/26/2024 6:35:22 PM Viewed: 7/23/2024 12:24:06 PM Signed: 7/29/2024 8:20:34 AM</p>
<p>Taco 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>Signature Adoption: Drawn on Device Using IP Address: 50.238.237.26</p>	<p>Sent: 7/29/2024 8:20:38 AM Viewed: 7/29/2024 8:48:18 AM Signed: 7/29/2024 8:48:25 AM</p>

In Person Signer Events	Signature	Timestamp
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Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
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Procurement procurement@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/29/2024 8:48:29 AM
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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	7/29/2024 8:48:25 AM
Completed	Security Checked	7/29/2024 8:48:29 AM
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.

Getting paper copies

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.

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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.

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