Exhibit A

EMPLOYER SERVICES AGREEMENT
BY AND BETWEEN
VOYA BENEFITS COMPANY, LLC
AND
County of Nevada (“EMPLOYER”)

Effective Date: 9/1/2021

This EMPLOYER SERVICES AGREEMENT (the "Agreement") is effective as of 09/01/2021 (the "Effective Date"), between Voya Benefits Company, LLC ("Voya"), a Delaware limited liability company, directly and on behalf of its Affiliates, and County of Nevada ("Employer"). Voya and Employer are each referred to as a "Party" and collectively as the "Parties" under this Agreement.

WITNESSETH:

WHEREAS, Voya is in the business of providing administrative services for certain spending and reimbursement accounts, as well as providing administrative services for COBRA and direct billing of plan participants; and

WHEREAS, Voya has sub-contracted with WEX Health Inc. (“WEX Health”) to provide systems, processes and qualified personnel who are experienced in providing such services; and

WHEREAS, pursuant to the terms hereof, and without endorsing Voya, Employer desires to retain Voya to provide certain administrative services as hereinafter described; and

WHEREAS, Voya agrees to provide administration of such accounts to Employer’s employees and such services to Employer; and

WHEREAS, the Parties desire to enter into an agreement to set forth their respective rights, duties and obligations with respect to the delivery of such administration services; and

NOW, THEREFORE, in consideration or the mutual promises and covenants contained herein, it is hereby agreed as follows:

Section 1 – Definitions

When these terms are capitalized in the Agreement they have the meanings set forth below. The words may be singular or plural.

"Account" means an account or arrangement administered using the Application or Services, including, without limitation, FSA, HRA, HSA and Commuter Benefits, to the extent selected by the Employer as part of the Employee Benefit Plan.

"**Affiliate**" means entities that currently exist or are later acquired that, directly or indirectly, (i) control, (ii) are controlled by, or (iii) are under common control with Voya or the Employer. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through the ownership or voting securities, by contract, or otherwise.

"**Agreement Period**" means the period of [twelve (12) months] commencing on Effective Date and automatically continuing for additional 12-month periods until the Agreement is terminated.

"**Application**" means the web-based software application(s) and supporting services described in the Application Exhibit(s) attached hereto. For purposes of this Agreement, the singular "Application" refers to all web-based software applications to which the Employer and/or the Participant is granted access.

"**COBRA**" means the Consolidated Omnibus Budget Reconciliation Act of 1986, as amended, and its associated regulations.

"**Commuter Benefits**" means any qualified transit and/or parking benefit(s) offered as part of the Employee Benefit Plan.

"**Employee Benefit Plan**" means a plan or program established by the Employer to provide certain health and welfare and fringe benefits to its employees, and pursuant to which the Accounts made subject to this Agreement are offered.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended, and its associated regulations.

"**FSA**" means Flexible Spending Account, including a Health Flexible Spending Account, a Dependent Care Flexible Spending Account, and a limited purpose Health Flexible Spending Account.

"**HRA**" means Health Reimbursement Account or Arrangement.

"**HSA**" means Health Savings Account established for the purposes of paying qualified medical expenses in conjunction with a high deductible health plan pursuant to Section 223 of the IRC.

"**HSA Owner**" means a Participant who has established and maintains an HSA with Voya.

"**IRC**" means the Internal Revenue Code of 1986, as amended from time to time, and the regulations promulgated thereunder.

"**IRS**" means the Internal Revenue Service.

"**Material Financial Obligation**" means a minimum balance in the Account in an amount equal to not less than five (5) days of expected Bank Account activity.

"**Participant**" means a person who has established and maintains an Account through Voya or the Employer, or whose enrollment has been terminated, but who may still apply for reimbursements. In the case of an HSA, a Participant means an individual who has an HSA enrollment record in the Application or who has an HSA balance (positive or negative). The HSA enrollment record is applicable for billing in any HSA Status other than Closed. "Employment Status," "HSA Status," and "Closed" have the meanings ascribed to them in the Application, as herein defined, in accordance with the instructions received from Voya. In the case of COBRA services, a Participant means a COBRA Qualified Beneficiary, as that phrase is defined in COBRA. In the case of Direct Bill services, a Participant means an individual who is being directly billed by Voya for premiums related to Employer's Employee Benefit Plans. Unless otherwise stated in this Agreement, Voya shall be responsible for updating the Application to reflect a change in the status of all Participants for whom the Employer has notified Voya had a change in status.

"**PHI**" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, as applied to the information created, received, maintained or transmitted by Voya or its subcontractors from or on behalf of the Plan.

"**Plan**" means the administrative Services program offered through Voya to which this Agreement applies.

"**Run-out Period**" means the period following the termination of the Agreement whereby Voya will continue to process claims for applicable benefits that were incurred prior to but not processed as of the termination date, to the extent requested by the Employer in writing.

"**Service Fees**" shall include the fees set forth in Exhibit B to the Agreement.

"**Services**" means administrative services as set forth on the Exhibit(s) that assist with processing and administration of Accounts and/or benefit plans/programs and includes the business processes used to deliver the Services.

"**Systems**" means the systems Voya owns or makes available to Employer to facilitate the transfer of information in connection with this Agreement.

Section 2 - Services

Section 2.1 Services. Voya will perform Services for the Plan as described herein, including Exhibit A. All rights granted to, and all benefits received by, the Employer pursuant to this Agreement will extend to Employer's Affiliates. Voya has no responsibility or authority for the design, funding or operation of any Employer-sponsored health and welfare benefit plan or any HSA for compliance of any such plan or HSA with ERISA or the IRC.

Section 2.2 Voya's Provision of Services. Voya may assign any of the Services to WEX Health, Voya's Affiliates, or another third party ("Subcontractor"). All of Voya's obligations and responsibilities under this Agreement, including, but not limited to, data security, shall also apply to a Subcontractor. All references to Voya in this Agreement and Exhibits shall be deemed to include, if applicable, a Subcontractor.

Section 3 - Employee Benefit Plans

Section 3.1 Responsibility for the Employer's Employee Benefit Plan. Any references in this Agreement to Voya "administering" the Plan or the Accounts are descriptive only and do not confer upon Voya anything beyond certain agreed upon ministerial duties related to the Plans being provided by Voya. Employer accepts total responsibility for its Employee Benefit Plans for purposes of this Agreement, including its benefit design and compliance with any laws that apply to Employer or the Employee Benefit Plan.

Section 3.2 Plan Changes. Unless otherwise stated herein, Employer must provide Voya with written notice of any changes to the Employer's Employee Benefit Plan within sixty (60) days prior to the effective date of the change to allow Voya to determine if such change will alter the Services Voya provides under this Agreement. Any material change in the Services, including without limitation, any change to the Service Fees payable by Employer hereunder, must be mutually agreed to in writing by the Parties. For the avoidance of doubt, any changes to the Plan that do not alter the Services or Service Fees hereunder may be agreed to by the Parties via electronic communication, or such other form of written communication to which the Parties agree. Voya will notify Employer if (i) the change increases Voya's cost of providing Services under this Agreement or (ii) Voya is reasonably unable to implement or administer the change. If the Parties cannot agree to a new Service Fee within (30) thirty days of the notice of the change, or if Voya notifies the Employer that Voya is unable to reasonably implement or administer the change, Voya shall have no obligation to implement or administer the change.

Section 3.3 Plan Consistent with this Agreement. By entering into this Agreement, Employer certifies that any provisions herein that relate to the Employer's Employee Benefit Plans are consistent with such plans, and that Voya's Services will not conflict with the terms of any plan document, summary plan description, insurance policy, or other documents governing the Employee Benefit Plan.

Section 3.4 Employee Communications. Before distributing any communications describing any Plan or Services offered by Voya, Employer will provide Voya with copies of any such communications that refer to Voya or the Services prior to distributing these materials to Employer's employees or third parties. Voya will provide any corrections or comments to the Employer in writing within a commercially reasonable time period after receipt, as agreed to by the Parties. Employer will amend the materials or communications if the references to Voya are not accurate, or any provision is not consistent with this Agreement or the Services that Voya is providing. Voya will not be bound by any communication that has not been reviewed and approved by Voya.

Section 3.5 Affiliated Employers. Employer represents that Employer and any of Employer's Affiliates covered under the Plan make up a single "controlled group" as defined by the IRC. Employer agrees to provide Voya with a list of Employer's Affiliates covered under the Plan upon request.

Section 4 - Employer's Responsibilities

Section 4.1 Information Employer Provides to Voya. Employer will inform Voya which of Employer's employees, their dependents and/or other persons are Participants. This information must be accurate and provided to Voya in a timely manner and in the format prescribed by the specifications provided by Voya during the implementation process. Employer agrees to provide Voya (or cause Employer's vendor to provide Voya) with all information that Voya reasonably requires to provide Employer's Participants with the Services as described in accordance with Exhibit A and Voya's Plan guidelines. Employer will notify Voya of any change to this information as soon as reasonably possible. Voya will be entitled to rely on the most current information in Voya's possession regarding eligibility of Participants in paying benefits from the Accounts and providing other Services under this Agreement. Voya shall not be responsible or liable for acts or omissions made in reliance on erroneous data provided by the Employer or any other person, including any Participant, or for the failure of Employer to perform its obligations under this Agreement. Any retroactive eligibility changes which impact claims for benefits from the Account will be mutually agreed upon by the Parties. If Voya agrees to make retroactive eligibility changes, additional reasonable Service Fees may apply, as mutually agreed.

Section 4.2 Notices to Participants. Employer will give Participants the information and documents they need to obtain benefits under the Plan within a reasonable period of time before benefits under

the Plan begins. In the event this Agreement is terminated, Employer will notify all Participants that the Services Voya is providing under this Agreement are discontinued.

Section 4.3 Escheat. Except with respect to HSAs, Employer is solely responsible for complying with all applicable abandoned property or escheat laws, making any required payments, and filing any required reports.

Section 4.4 Tax Reporting. Employer is solely responsible for any W-2 and related reporting to the IRS regarding any Account, except as explicitly agreed to in writing by Voya and the Employer or required by law. Voya and its Affiliates do not assume any responsibility for compliance with federal or state laws, including federal tax laws and regulations, applicable to the Employer or any Employee Benefit Plan.

Section 4.5 Services/Changes. The Services provided by Voya are generally described herein, including Exhibit A. Any changes to such Services require the written consent of both Parties.

Section 4.6 Right to Market. By entering into this Agreement, Employer expressly permits Voya and its Affiliates to advertise or market additional Voya products and services directly to Participants during the term of this Agreement as expressly agreed to by the Employer.

Section 5 – Provisions Applicable to Health Savings Accounts

Section 5.1 Health Savings Accounts (HSAs). Voya will provide Participants with an HSA customer agreement between the HSA Owners and the HSA Custodian ("HSA Customer Agreement"). An example of the Custodial Agreement is provided in Exhibit C. Certain of Voya's rights and responsibilities as the HSA administrator with respect to HSAs and the HSA Owners are set forth under the HSA Customer Agreement. The HSAs are generally not subject to ERISA, and accordingly, any provisions of this Agreement that reference ERISA or that impose upon Voya an obligation to provide reporting or other services generally associated with an ERISA plan shall not apply to the HSA and any services relating thereto. Employer shall ensure that the high deductible health plan ("HDHP") that it offers or makes available to Participants satisfies the applicable requirements of Section 223 of the IRC. To the extent that Employer has established contribution amounts and other HAS program requirements applicable to Participants, Employer will advise Voya of such requirements prior to the Effective Date of this Agreement, and if the Employer changes such requirements on or after the Effective Date of this Agreement, prior to the effective date of the change.

Section 5.2 - HSAs not Subject to ERISA.
The Employer agrees to take all reasonable steps to avoid application of ERISA to the HSAs established hereunder, including compliance with the conditions in the HSA ERISA safe harbors under Department of Labor Field Assistance Bulletins 2004-1 and 2006-02. In the event that any HSAs are or become subject to ERISA, the Employer shall ensure full compliance with ERISA with respect to such HSAs and under no circumstances shall Voya be responsible for any ERISA requirements. Neither the Employer nor Voya shall engage in any prohibited transactions with any HSA.

Section 5.3 High Deductible Health Plan (HDHP). The Employer shall ensure that the HDHP it offers or makes available to HSA Owners satisfies the applicable requirements of Section 223 of the IRC. Voya shall be under no obligation to: (1) confirm or verify that any Participant is eligible to establish an HSA in accordance with the requirements of Section 223 of the IRC; (2) ensure that contributions to an HSA do not exceed the maximum annual contribution limit applicable to a particular HSA Owner; or (3) ensure that distributions from an HSA Owner's HSA are for qualified medical expenses as defined in Section 223 of the IRC.

Section 5.4 Investment Services. Voya will make available contributions to HSA Owner's HSAs as soon as administratively feasible after receipt of the necessary payroll and allocation data and funding, consistent with the terms of the HSA Customer Agreement and the HSA Owner's applicable investment

allocations. All investments in mutual funds are “self- directed” in that each HSA Owner has sole discretion whether to invest in one or more of the mutual funds made available through the HSA. Neither Voya nor any of its Affiliates is an investment advice fiduciary (as defined under ERISA) with respect to HSA Owners nor will Voya or its Affiliates provide any investment advice to HSA Owners or be responsible or liable for the investment decisions of HSA Owners. Voya is not giving, and shall not be deemed to have given, the Employer or an HSA Owner any legal, tax, or financial advice concerning any of the matters relating to this Agreement or the HSA.

Section 5.5 Exclusive HSA Provider Relationship. The Employer agrees that Voya is the sole administrator of HSAs offered in connection with the Employer’s Employee Benefit Plan.

Section 6 - Provisions Applicable to Flexible Spending Accounts (FSAs) and Health Reimbursement Arrangements (HRAs)

Section 6.1 Employer as Plan Administrator. For purposes of any FSA or HRA, the Employer, or its delegate, is the plan administrator and the claims fiduciary as described under ERISA. As such, the Employer or its delegate will exercise all discretion, control and authority with respect to the disposition of the FSA or HRA plan assets and the available benefits under the FSA or HRA.

Section 6.2 Employer’s Responsibilities. The Employer shall ensure that any summary plan descriptions, plan documents and any other documentation relating to the FSA or HRA are appropriately completed, are in compliance with FSA or HRA requirements and all applicable law, and are appropriately and timely adopted. The Employer shall provide Voya a current copy of such documents governing the administration of the FSA or HRA. The Employer shall be responsible for distributing summary plan descriptions, summaries of material modifications and all other plan documentation to Participants and other individuals on a timely basis. When applicable, the Employer shall also ensure that all medical plan carriers and/or payroll data processors provide timely, accurate and complete data files in the prescribed electronic data file format and method specified by Voya.

Section 6.3 Employer Eligibility Determinations. The Employer, in its sole discretion, shall determine which individuals are eligible to participate in the FSA or HRA and shall provide Voya with timely, accurate, and complete initial and ongoing enrollment and eligibility data in the electronic data file format prescribed by Voya. Such information shall include, but is not limited to, the number and names of individuals eligible for and covered under the FSA or HRA and any other information determined by Voya to be necessary to provide the Services.

Section 6.4 Voya’s Responsibilities. Voya shall provide certain Services in connection with the FSA or HRA. Accordingly, the Employer authorizes Voya to use Voya’s standard procedures for the provision of Services that have been designed to ensure that the administration of the FSA or HRA complies with section 125 of the IRC and the regulations and IRS guidance thereunder. Voya shall provide such Services in accordance with the framework of policies, interpretations, rules, practices and procedures as set forth in the Employee Benefit Plan documents and summary plan descriptions, and as otherwise mutually agreed upon or as directed by the Employer. Voya shall not have discretionary authority or discretionary controls respecting management of any trust fund and shall not have authority to exercise, nor exercise, any control respecting management and shall not render investment advice with respect to any money or other property of any trust fund.

Section 6.5 Business Associate Agreement. All handling and processing of PHI shall be subject to and comply with the Business Associate Agreement attached herein as Exhibit D ("BAA"). In the event of a conflict between the terms and conditions of the BAA and the terms and conditions of this Agreement, the terms and conditions of the BAA shall govern. Voya shall, with respect to any PHI: (1) comply with the BAA; (2) make no attempt to identify PHI that has been fully or partially de-identified (such as encoded

data); and (3) not contact the individuals to whom the PHI pertains except to the extent it is permitted to do so under this Agreement or the BAA.

Section 6.6 Enrollment and Eligibility Processing. Voya shall process initial and ongoing enrollment and eligibility data submitted by the Employer in the format prescribed by the specifications provided by Voya during the implementation process. Voya shall also process enrollment data and benefit elections submitted by the Employer through proper methods established by Voya and the Employer. The Employer shall provide timely notification to Voya of Participant terminations. Voya shall not be responsible for FSA or HRA claim payments made to a terminated employee prior to receipt by Voya of notice of the employee's termination.

Section 6.7 Claims Processing. If applicable, Voya shall process data files received from medical plan carriers and/or payroll data processors in the format prescribed by Voya. Voya shall also process claims received from Participants, as well as the first appeal of any denied claims. Voya is not responsible for processing any appeal of any claim beyond the first level appeal. The Employer is responsible for accepting the auto adjudication procedures to be used in connection with certain payments to be made using the stored value card technology. Voya will process payments of claims and other requests for payment according to requirements specified by IRS regulations. Neither Voya nor its Affiliates have any discretionary authority or control relating to the administration of any Employee Benefit Plan.

Section 6.8 Payments. Voya shall issue payments for FSA-eligible or HRA-eligible expenses on behalf of a Participant directly to the health or dependent care provider (as applicable) or shall issue a reimbursement payment for FSA-eligible or HRA-eligible expenses through either check or direct deposit to the Participant. Voya will process debit card transactions and authorize payments made directly to approved payees (e.g., health care providers, drugstores or qualifying merchants) via a debit card, if requested by the Employer.

Section 7 - Provisions Applicable to Commuter Benefits.

Section 7.1 Employer as Administrator. The Employer is the administrator of the Commuter Benefits. The Employer, in its sole discretion, shall determine which individuals are eligible to participate in the Commuter Benefits and shall provide Voya with accurate and complete initial enrollment and eligibility data in the electronic data file format prescribed by Voya.

Section 7.2 Employer's Responsibilities. The Employer shall provide Voya with accurate and timely changes to Participant enrollment and eligibility data, including, but not limited to, information that modifies a Participant's eligibility, status or elections related to the Commuter Benefits in the electronic data file format prescribed by the specifications provided by Voya during the implementation process. The Employer shall provide correct and accurate delivery addresses used in the fulfillment of commuter fare media if the Employer has assumed responsibility for control of addresses for the Participants.

Section 7.3 Voya's Responsibilities. Voya shall provide certain administration services in connection with the Commuter Benefits. Accordingly, the Employer authorizes Voya to use its standard procedures for the provision of services that have been designed to ensure that the administration of the Employer's Commuter Benefits comply with section 132(f) of the IRC and the regulations and IRS guidance thereunder. Voya shall provide such Services in accordance with the framework of policies, interpretations, rules, practices and procedures as set forth in the Employee Benefit Plan documents, and as otherwise mutually agreed upon or as directed by the Employer.

Section 7.4 Enrollment and Eligibility Processing. Voya shall process initial and ongoing enrollment and eligibility data submitted by the Employer in the prescribed format. Voya shall also

process enrollment data and benefit elections submitted by the Employer through proper methods established by Voya and the Employer.

Section 7.5 Payments. Voya shall facilitate reimbursement of eligible Commuter Benefit expenses submitted by Participants through either check or direct deposit. Voya will process debit card transactions and authorize payments made directly to approved merchants via a debit card.

Section 8 – Provisions Applicable to COBRA Administration

Section 8.1 Introduction. Employer has independently concluded that one or more of its Employee Benefit Plans providing medical care ("Health Plans") are subject to the federal Consolidated Omnibus Budget Reconciliation Act of 1985 as subsequently amended ("COBRA") or the portability provisions of the federal Health Insurance Portability and Accountability Act as subsequently amended ("HIPAA"). Alternatively, Employer has voluntarily elected to extend similar rights to Employee Benefit Plan Participants. Consequently, Employer is required (or has voluntarily elected) to perform certain acts in order to comply with COBRA and/or HIPAA. Employer has requested Voya to assist it with satisfying Employer's obligations under the aforementioned rules.

Section 8.2 Employer's Responsibilities and Representations

8.2.1 Employer agrees to provide to Voya, on forms provided by Voya or in a manner established by Voya, the information that Voya deems necessary on at least a weekly basis as it relates to the Employer's employees, their spouses and eligible dependents covered under the Health Plans. In addition, Employer agrees to provide Voya with up-to-date, pertinent information relating to the Health Plans on the effective date of this Agreement and to provide Voya with information regarding any later plan modifications by the Employer, including updated premium rates, at least thirty (30) days in advance of the change.

8.2.2 Employer shall notify Voya of all persons who have experienced a qualifying event ("Qualified Beneficiaries") by noting termination or other changes of employment status on a monthly Employer report or by separate notification to Voya. The information provided in the notification should include the name, address, social security number and carrier identification number (if different) for all eligible COBRA participants including eligible dependents, the coverage options available to each, and the date and type of qualifying event. Employer or its designee is solely responsible for providing the necessary information to Voya sufficiently in advance of the federal deadline, taking into account the agreed upon timeframes in this Agreement, to ensure that all Notices are furnished in accordance with applicable federal law.

8.2.3 Employer is responsible for notifying insurance carrier(s) to terminate coverage when an employee terminates employment and is offered COBRA continuation.

8.2.4 Employer will authorize Voya to notify carriers of reinstatement and terminations.

8.2.5 Employer is responsible for reviewing carrier bills each month to ensure that Health Plan Participant reinstatements and terminations have been received by the carrier and properly updated. Voya is not responsible for inaccuracies because it has no access to billing and enrollment records.

8.2.6 Employer is responsible for reviewing monthly reports provided by Voya and notifying Voya of any discrepancies of which it becomes aware in accordance with the standards set forth in Section 19.11 of the Agreement.

8.2.7 Employer understands that Voya is not the "plan administrator" and is only responsible for

satisfying the deadlines set forth in this Agreement. Employer understands that Voya's satisfaction of the deadlines set forth in this Agreement may not prevent such notices from being untimely as defined under applicable federal law.

8.2.8 Employer will ensure compliance will all pertinent law, regulatory rulings, guidelines and notices applicable to COBRA administration.

Section 8.3 Voya's Responsibilities

8.3.1 Voya will distribute its standard COBRA "Qualifying Event Notice" and Election Form (as required by federal law) by first class mail to the last known address of the Qualified Beneficiary as soon as reasonably possible, but not later than fourteen (14) days after receiving from Employer, or from the Qualified Beneficiary if applicable, the information necessary to complete the Election Form. The Notice will specify the plan(s) for which the Qualified Beneficiary is eligible, the premium rate(s), and the due date for electing COBRA continuation and submitting premium. Voya, in its discretion, may maintain proof of mailing of Qualifying Event Notices and Election Forms. This notification requirement includes mailing required notices and all future notices of premium changes, including notices of conversion options and cancellation of coverage

8.3.2 Voya will process the Election Forms submitted by Qualified Beneficiaries in accordance with applicable federal law and any additional written instructions from the Employer. To the extent agreed by the parties, Voya may monitor the timely receipt of elections and contributions.

8.3.3 Upon receipt of the Qualified Beneficiary's election to continue benefits, Voya will notify the Qualified Beneficiary of the applicable COBRA premium and due dates as communicated to Voya by Employer. Voya will send a payment invoice to each Qualified Beneficiary each month or provide premium payment coupons, which the Qualified Beneficiary can send in each month with payment.

8.3.4 If a Qualified Beneficiary elects COBRA coverage, Voya will notify carrier(s) to reinstate coverage.

8.3.5 Voya will collect and post COBRA premiums from Qualified Beneficiaries (or third parties on behalf of Qualified Beneficiaries, if applicable) in a manner and method as agreed upon by the parties. Voya deposits all premium payments prior to making a determination regarding coverage status into a benefit continuation premium depository account in Voya's designated bank. If it is subsequently determined that the coverage associated with such payment is not effective, Voya will return the funds to the Qualified Beneficiary. Voya will make coverage determinations and refund premium, if applicable, on a monthly basis after receiving the premium payment. Voya will remit monthly premiums that are collected in full for the amount due to Employer via check or ACH, as agreed upon by the Parties, but no later than the 15th of the month following collection.

8.3.6 If Voya receives notice from a Qualified Beneficiary that a qualifying event has occurred, but the Qualified Beneficiary is deemed to not be eligible for COBRA for any reason, Voya will send an Unavailability Notice by first class mail to the last known address of the Qualified Beneficiary as soon as reasonably possible, but no later than fourteen (14) days after receiving notice from such Qualified Beneficiary.

8.3.7 When COBRA coverage ends due to non-payment of premium, employee request, or the end of the COBRA period of coverage, Voya will notify carrier(s) to terminate coverage. When required by law, Voya will send by first class mail to the last known address of the Qualified Beneficiary, a notice indicating that COBRA coverage has terminated. The Termination Notice will be sent as soon as reasonably practicable, but not later than a reasonable amount of time after COBRA coverage has ended.

8.3.8 Voya is not responsible for resending any Notices that are returned to it to the extent the Notices

were mailed to the last known address of the Qualified Beneficiary.

8.3.9 Within 15 days after the end of a month, Voya will make available to Employer reports summarizing COBRA activities for that month.

8.3.10 When able or required by law, Voya will provide responses to inquiries by providers and/or insurance carriers regarding coverage status of Qualified Beneficiaries. All responses will be based solely on the information provided to Voya in accordance with this Agreement.

Section 8.4 Fees

Voya will charge each COBRA Participant 102% of their monthly premium. The additional 2% represents the COBRA administrative fee, and will only be charged as long as legally permissible. In addition, if COBRA permits a disability extension administrative fee, Voya will charge it to the participant. Voya reserves the right to retain as an additional administrative fee any interest earned on such funds while held in a Voya-maintained account.

Section 9 – Provisions Applicable to Direct Billing

Section 9.1 Introduction Employer has decided to collect premiums from certain participants in their Employee Benefit Plans outside of payroll deduction. Employer has agreed that Voya will bill, collect, and remit appropriate premiums for these certain participants.

Section 9.2 Employer's Responsibilities

9.2.1 Employer agrees to provide to Voya, on forms provided by Voya or in a manner established by Voya, pertinent information relating to the relevant Employee Benefit Plans on the effective date of this Agreement and to provide Voya with information regarding any later plan modifications by Employer, including updated premium rates, at least thirty (30) days in advance of the change.

9.2.2 Employer is responsible for maintaining Direct Bill Participant eligibility with insurance carrier(s).

9.2.3 Employer is responsible for reviewing carrier bills each month to ensure that the carrier has received and updated any Participant reinstatements or terminations. Voya is not responsible for any inaccurate information because it does not have access to billing and enrollment records.

9.2.4 Employer is responsible for reviewing monthly reports provided by Voya and notifying Voya of any discrepancies of which it becomes aware in accordance with the standards set forth in Section 19.11 of the Agreement.

Section 9.3 Voya's Responsibilities

9.3.1 Voya will notify the Direct Bill Participant of the applicable premium and due dates as communicated to Voya by Employer. Voya will send a payment invoice to each Direct Bill Participant or provide premium payment coupons in the billing frequency as communicated by Employer.

9.3.2 Voya will collect, reconcile, and post premiums from Direct Bill Participants (or third parties on behalf of Direct Bill Participants, if applicable) in a manner and method as agreed upon by the Parties. Voya deposits all premium payments received prior to making a determination regarding billing status into a benefit continuation premium depository account in Voya's designated bank. If it is subsequently determined that the coverage associated with such payment is not effective, Voya will refund the funds. Voya will determine billing status and refund any premium as soon as reasonably possible after receiving

the premium payment. Voya will send all premiums collected to Employer via check or ACH, as agreed upon by the parties, but no later than the 15th of the month following collection.

9.3.3 Within fifteen (15) days after the end of a month, Voya shall make available to Employer reports summarizing Direct Bill Participant activities for that month.

Section 9.4 Fees. Voya will charge each Direct Bill Participant administrative fees as communicated to Voya by Employer. Voya reserves the right to retain as an additional administrative fee any interest earned on funds while held in a Voya maintained account.

Section 10 - Service Fees

Section 10.1 Service Fees. Employer will pay for Voya's Services in accordance with the Service Fees listed in Exhibit B. In addition to the Service Fees specified in Exhibit B, upon prior written notice, Employer shall also pay Voya any additional fee that is authorized by a provision elsewhere in this Agreement if applicable.

Section 10.2 Changes in Service Fees. Voya can change the Service Fees with reasonable advanced written notice to Employer (i) any time there are changes made to this Agreement, the Plan, or the Employee Benefit Plan that affect the Service Fees, or (ii) when there are changes in laws or regulations that affect the Services Voya are providing, or will be required to provide, under this Agreement. Any new Service Fee required by such change will be effective as of the date the changes occur, even if that date is retroactive. Voya will provide Employer with a new Exhibit B that will replace the existing Exhibit B or an amendment stating the new Service Fees. If Employer does not agree to any change in Service Fees, then Employer may prospectively terminate this Agreement upon written notice. Such termination must be sent by Employer within thirty (30) days after Employer receives written notice of the new Service Fees and the Employer's written notice must state when such termination shall become effective. Employer must still pay any Service Fees due for the periods during which the Agreement is in effect.

Section 10.3 Due Dates, Payments, and Penalties. Voya will invoice Employer for the amounts that Employer owes Voya. The amounts owed are due and payable on the due date shown on the invoice. In other cases, Voya will provide Employer with statements in advance that Employer completes and either sends to Voya or verifies through electronic acknowledgement. For advance statements, which shall be delivered at least five days before the due date, the date for payment is the first day of the next calendar month. If undisputed amounts owed are not paid within fifteen (15) days after their due date ("Grace Period"), Employer will pay Voya interest on such past due amounts from the date due until paid at the rate of one and one half percent (1½%) of the unpaid balance per month or, where a lower rate is prescribed by law, the highest rate thereby permitted. Employer agrees to reimburse Voya for any reasonable costs that Voya incurs to collect these amounts. Voya's decision to provide Employer with a Grace Period is based on Voya's assessment of Employer's financial condition, as of the Effective Date, and Employer's ongoing compliance with Material Financial Obligations. If Voya determines, based on reasonable information and belief, that Employer's financial condition has deteriorated, or Employer continues to fail to comply with the Material Financial Obligations specified in this Agreement, Voya may remove the Grace Period upon notice to Employer and reserve the right to either charge interest on payments not received after the due date or terminate the Agreement if payments are not received by the applicable due date.

Section 10.4 Reconciliation. Once per year or upon termination of this Agreement, Voya and Employer will reconcile the total amounts Employer paid to Voya with the total amounts Employer owed to Voya. If the reconciliation indicates that Voya owes Employer money, Voya will pay to Employer the difference within forty five (45) days of the reconciliation. If the reconciliation indicates that Employer owes Voya money, Voya will invoice Employer for the amount due and include it in the next payment due to Voya. If

the Agreement is terminated, Voya will pay Employer the amount owed within thirty (30) days after Voya performs a final reconciliation. If the final reconciliation indicates that Employer owes Voya money, Employer will pay Voya within thirty (30) days after receiving Voya's written invoice the amounts owed to Voya. If Employer fails to pay any amounts when due under this Agreement, Employer shall pay to Voya interest on such past due amounts from the date due until paid at the rate of one and one half percent (1½%) of the unpaid balance per month or, where a lower rate is prescribed by law, the highest rate thereby permitted.

Section 10.5 Disputed Service Fees and Charges. Employer will notify Voya promptly of any charges it reasonably disputes. If Employer disputes the amount owed, no interest will be assessed to the extent Voya's bill was incorrect. The Parties agree to meet in good faith in person or via teleconference and use best efforts to resolve disputed fees within thirty (30) days of the date Employer provides Voya with notice of the dispute. If the Parties are unable to resolve the dispute within the thirty (30)-day period, either Party may exercise its legal remedies to resolve any charge discrepancies. The undisputed amounts will still be due pursuant to Section 6.3 herein.

Section 11 - Funding Benefits

Employer is solely responsible for transmitting the Account contributions and/or credits, whether made through Participant salary reduction contributions or Employer contributions. On a schedule and in the form to be agreed upon by the Parties, Employer shall remit to Voya the funds or credits to be deposited into or credited to the Account of each Participant and provide accompanying data, which accurately indicates each HSA, FSA, or other Account that will be funded or credited and the dollar amount to be funded or credited to each such Account. Any payroll deduction or other contributions to a funded Account shall be contributed directly to the Account of the Participant pursuant to the Employer's direction. Employer will provide clear instructions to Voya regarding crediting amounts to individual Accounts. In the event that Employer's instructions to Voya are unclear or ambiguous, Voya's reasonable interpretation of the instructions will be accepted. Voya shall have no liability for any funds not received by Voya or for any errors in crediting Accounts based on the data provided by Employer, including where such contributions are set up as automated recurring contributions. In no event shall Voya be obligated to return any HSA contributions to Employer, and all Employer contributions to will be non-forfeitable. Voya will not provide any information regarding HSA Owners to the Employer that is not permitted under Voya's privacy policies, the HSA Customer Agreement, or applicable law.

Section 12 - Term of the Agreement

The initial term of this Agreement will commence on the Effective Date at midnight. This Agreement shall be automatically renewed on the same terms and conditions for successive one (1) year terms thereafter, unless either Party provides written notice to the other Party of its intention not to renew at least ninety (90) days prior to the expiration of the term then in effect, or if either Party terminates the Agreement pursuant to any other termination provisions herein. The Initial Term and any renewal terms constitute the "Term."

Section 13 – Termination

Section 13.1 Termination Events.

13.1.1 Either Party may terminate this Agreement immediately upon notice to the other Party, if the other Party (i) materially breaches this Agreement, and fails to remedy such breach within 30 days after receiving notice of the breach from the other Party; (ii) materially breaches this Agreement in a manner that, upon mutual agreement of the Parties, cannot be remedied; (iii) commences bankruptcy or dissolution proceedings, has a receiver appointed for a substantial part of its assets, or ceases to operate in the ordinary course of business.

13.1.2 Voya may terminate this Agreement immediately upon notice to Employer if: (i) Employer did not pay

the fees or other amounts Employer owed Voya when due under the terms of this Agreement; or (ii) Employer fails to provide the required funds for payment of benefits under the terms of this Agreement.
13.1.3 Either party may terminate this Agreement immediately upon notice to the other Party if any state or other jurisdiction: (i) prohibits a Party from administering the Accounts under the terms of this Agreement; or imposes a material penalty on Employer or Voya, and such penalty is based on the administrative Services specified in this Agreement. In such case, the Party may immediately discontinue the Agreement's application in such state or jurisdiction. Notice must be given to the other Party when reasonably practical. The Agreement will continue to apply in all other states or jurisdictions, or as otherwise specified in this Agreement.

Section 13.2 Termination for Convenience. A Party may terminate this Agreement, in whole or in part, for convenience, upon ninety (90) days' written notice to the other Party.

Section 13.3 Run-Out Period Services. If requested, Voya will provide Run-Out Period services following the Agreement's termination. This provision applies only to claims for FSA benefits incurred prior to the termination date. All other terms of the Agreement will apply to these Run-Out Period services. Unless otherwise agreed by the Employer and Voya, claims that have been postmarked or uploaded prior to the end of the Run-Out Period will be processed within the subsequent fourteen (14) calendar days. At the end of the fourteen (14) calendar days, Voya will provide to the Employer Account balance, claims and forfeiture reporting and settle any outstanding financial obligations. However, Voya will not provide Run-Out Period services after the Agreement terminates or the Services terminate if (1) Employer does not provide the funding required by this Agreement, or (2) if Voya terminates for any other material breach.

Section 14 - Records and Information

Section 14.1 Records. Voya will keep records relating to the Services Voya provides under this Agreement for as long as Voya is required to do so by law.

Section 14.2 Access to Information. If Employer needs information in Voya's possession for lawful or legitimate purposes other than an audit, Voya will provide Employer access to such information, if it is legally permitted to do so and the information relates to Voya's Services under this Agreement, provided the Employer gives Voya reasonable advance notice and an explanation of the need for such information. Employer represents that Employer has reasonable procedures in place for handling PHI, as required by law. Employer will only use or disclose PHI as permitted under this Agreement or by applicable laws. Voya will provide information only while this Agreement is in effect and for a period of six (6) months after the Agreement terminates, unless Employer demonstrates that the information is required by law. Voya also will provide reasonable access to information to an entity providing Plan administrative services or consulting services to Employer to enable such entity to provide Plan administrative services or provide consulting services to the Employer, as the case may be, upon the request of the Employer. Before Voya provides PHI to such entity, the parties (i.e. entities that provide Plan administrative services or provide consulting services to Employer), must sign a mutually agreed-upon confidentiality agreement, on terms reasonably acceptable to the Parties.

Section 14.3 Voya's Knowledge. Except as expressly set forth herein, this Agreement will not be construed to transfer or assign any of Voya's rights or proprietary interests in any materials, knowledge, processes, methodologies, formats, or other types of intellectual property that are possessed and owned by Voya prior to the time it begins to provide Services hereunder and independent of the performance of Services hereunder.

Section 14.4 Proprietary Business Information. Each Party will limit the use of the other's Proprietary Business Information to only the information required to administer the Accounts, to perform under this Agreement, or as otherwise permitted under this Agreement. Neither Party will disclose the other's Proprietary Business Information to any person or entity other than to the disclosing Party's employees, subcontractors, or representatives needing access to such information to administer the Accounts, to

perform under this Agreement, or as otherwise permitted under this Agreement, except that Voya's financial Proprietary Business Information cannot be disclosed to any third party without Voya's express written consent. This provision shall survive the termination of this Agreement.

Section 14.5 Publicity and Use of Voya/Employer Content. The Parties will not use the other Party's or their Affiliates' names, trademarks, trade names, service marks, logos, or other brand marks (collectively the "Marks") without the other's prior written approval, which may be withheld in that Party's sole discretion. The Parties will instruct all Personnel of this prohibition. Each Party acknowledges that the Marks and all rights therein belong exclusively to the original Party and their Affiliates, and that this Agreement does not confer upon the other Party any rights, goodwill, or other interest in the other Party's Marks. Each Party recognizes the validity of the Marks and will not at any time (i) contest, impair, or jeopardize in any way the other Party's and their Affiliates' right, title, and interest in and to the Marks; (ii) cause the validity or enforceability of the Marks or their ownership thereof to be called into question; or (iii) invalidate, impair, tarnish, disparage, degrade, dilute, or injure the Marks (or the goodwill associated therewith) or the reputation of the other Party or their Affiliates. Each Party will not, and will cause all their Personnel not to, make any "case study," testimonial, press release, or other public announcement regarding this Agreement or any activities performed hereunder. If a Party requires the use of the other Party's Marks in order to provide Services under this Agreement, the other Party grants a limited, revocable, non-transferable, non-exclusive license to use the Marks solely as required to provide Services as further described herein. The Marks may be used and displayed only in the form approved by the Party in writing, which may be amended from time to time. If applicable, the Party may provide written branding standards and requirements with respect to the use of its Marks, and the other Party will comply with all such branding standards and requirements. Upon the termination or expiration of this Agreement or the earlier request of a Party, the other Party will return all Marks to or destroy them, as directed.

Section 14.6 PHI. The Parties' obligations with respect to the use and disclosure of PHI are outlined in the Business Associate Addendum attached to this Agreement as Exhibit D.

Section 15 - System Access

Section 15.1 System Access. Voya grants Employer the nonexclusive, nontransferable right to access and use the functionalities contained within the Systems, under the terms specified in this Agreement. Employer agrees that all rights, title, and interest in the Systems and all rights in patents, copyrights, trademarks, and trade secrets encompassed in the Systems will remain Voya's. To obtain access to the Systems, Employer will obtain, and be responsible for maintaining, at no expense to Voya, the hardware, software, and Internet browser requirements Voya provides to Employer, including any amendments thereto. Employer will be responsible for obtaining an Internet Service Provider or other access to the Internet. Employer will not (i) access Systems or use, copy, reproduce, modify, or excerpt any Systems documentation provided by Voya in order to access or utilize Systems, for purposes other than as expressly permitted under this Agreement or (ii) share, transfer or lease Employer's right to access and use Systems, to any other person or entity that is not a Party to this Agreement without Voya's consent. Employer may designate any third party to access Systems on Employer's behalf, provided the third party agrees to these terms and conditions of Systems access and Employer assumes joint responsibility for such access.

Section 15.2 Security Procedures. Employer will use commercially reasonable physical and software-based measures to protect the passwords and user IDs provided by Voya for access to and use of any web site provided in connection with the services. Employer shall use commercially reasonable anti-virus software, intrusion detection and prevention system, secure file transfer and connectivity protocols designed to protect any email and confidential communications provided to Voya, and maintain appropriate logs and monitoring of system activity. Employer shall notify Voya

within a reasonable timeframe of any (a) unauthorized access or damage, including damage caused by computer viruses resulting from direct access connection, to the System, and (b) misuse and/or unauthorized disclosure of passwords and user IDs provided by Voya which impact the System.

Section 15.3 System Access Termination. Voya reserves the right to (i) terminate any Employer's System access in the event that such Employer user fails to accept the hardware, software and browser requirements provided by Voya, including any amendments thereto; and (ii) terminate any Employer administrative user's System access (but not Participants' system access) immediately on the date Voya reasonably determines that Employer or a third party designated by Employer to access the Systems on Employer's behalf has materially breached any provision of this Agreement. With respect to subsection (ii) above, Employer's Systems access will be reinstated immediately if Voya determines, in its reasonable discretion, that Employer has corrected the problem, provided reasonable assurances that the material breach is not likely to reoccur and is in alignment with applicable laws and regulations. If Voya terminates Employer's System access, pursuant to subsection (ii) above, Voya will provide an alternative to accessing the data that Employer would have accessed through the System. Employer's System access will terminate upon termination of this Agreement, provided however that if a Run-out Period is provided in accordance with Exhibit A - Services, Employer may continue to access applicable functionalities within the Systems during the Run-out Period. Upon any of the termination events described in this Agreement, Employer agrees to cease all use of Systems, and Voya will deactivate Employer's identification numbers, passwords, and access to the System.

Section 16 – Indemnification

Voya shall indemnify and hold harmless Employer from and against third-party claims resulting solely from or arising out of Voya's gross negligence or willful misconduct relating to the Services provided hereunder. Voya's obligation to indemnify Employer will only apply if Employer notifies Voya promptly, in writing, as to any such claim for which indemnification is sought and gives Voya the right, upon being notified, to exclusively control and direct the investigation, preparation, defense, trial and settlement of each such claim so long as Voya continues to diligently pursue such defense or settlement. Employer shall not, without Voya's prior written consent (not to be unreasonably withheld, conditioned or delayed), settle, compromise, or consent to the entry of any judgement in any pending or threated claim, action, or proceeding in respect of which indemnification is sought under this Agreement. Employer will reasonably cooperate with Voya in the defense and/or settlement of any such claim. Employer shall indemnify and hold harmless Voya, its assigns, directors, officers, employees, agents, and Subcontractors, and WEX Health ("Voya Parties") from and against claims resulting from or arising out of breach of this Agreement by Employer or its employees including with respect to gross negligence or willful misconduct, employment-related decisions, or any claims or liabilities relating to work status, compensation, tax, insurance, or benefits or ERISA matters by Employer's employees under this Agreement. This includes any third-party claims brought against Voya Parties as the claims administrator, or due to the Employer's failure to act in accordance with applicable provisions of the IRC and associated guidance issued by the IRS, COBRA, or ERISA if applicable, with respect to Employer's Employee Benefit Plans and the HSAs, including, but not limited to, any reporting requirement; and/or claims against Voya Parties relating to an HSA, FSA, HRA or Commuter Benefit utilized by Employer's employees. Employer's obligation to indemnify Voya Parties will only apply if the Voya Party notifies Employer promptly, in writing, as to any such claim and gives Employer the right to control and direct the investigation, preparation, defense, trial and settlement of each such claim. Voya Parties will reasonably cooperate with Employer in the defense and/or settlement of any such claim. The indemnification obligations of a Voya Party and Employer shall terminate upon the expiration of the Agreement except as to any matter concerning which a claim has been asserted by notice to the other Party by at the time of such expiration or within the applicable statute of limitation after the effective date of Agreement termination.

Section 17 - Confidential Information

Section 17.1 Confidential Information. Either Party ("Disclosing Party"), including their employees, agents, consultants and contractors, may disclose Confidential Information to the other Party ("Non-Disclosing Party"), including their employees, agents, consultants and contractors, in connection with this Agreement, which may include proposals for additional services to be provided by Voya to Employer or Participants. "Confidential Information" means (i) non-public information concerning the Disclosing Party; its affiliates; and their respective businesses, products, processes, and services, including technical, marketing, agent, customer, financial, personnel, and planning information; (ii) information of individuals, including financial, health, and personal information; (iii) trade secrets; and (iv) any other information that is marked confidential or which, under the circumstances surrounding disclosure, the Non-Disclosing Party should know is treated as confidential by the Disclosing Party. Except with respect to personally identifiable information, which will be treated as Confidential Information under all circumstances, Confidential Information will not include (A) information lawfully obtained or created by the Non-Disclosing Party independently of the Disclosing Party's Confidential Information and without breach of any obligation of confidence, or (B) information that enters the public domain without breach of any obligation of confidence. All Confidential Information will remain the property of the Disclosing Party and will be subject to the terms of this Agreement. For the purposes of this Agreement, "Confidential Information" shall not include PHI, which shall be subject to the confidentiality requirements of the BAA.

Section 17.2 Use and Disclosure of Confidential Information. The Non-Disclosing Party agrees that it will disclose the Disclosing Party's Confidential Information only to its employees, Affiliates, agents, consultants, and contractors who have a need to know and are bound by confidentiality terms no less restrictive than those contained in this Agreement. The Non-Disclosing Party will use all reasonable care in handling and securing the Disclosing Party's Confidential Information and will employ all security measures used for its own proprietary information of similar nature. These confidentiality obligations will not restrict any disclosure of Confidential Information by order of a court, regulatory authority or any governmental agency; provided, that the Non-Disclosing Party will limit any such disclosure to the information actually required to be disclosed. Promptly following the termination or expiration of this Agreement, the Non-Disclosing Party will return or destroy all of the Disclosing Party's Confidential Information in its possession and, upon written request, will promptly certify in writing to the Disclosing Party that it has done so.

Section 17.3 Period of Confidentiality. The restrictions on use, disclosure, and reproduction of Confidential Information set forth in this Section will, with respect to personally identifiable information and Confidential Information that constitutes a "trade secret" (as that term is defined under applicable law), be perpetual, and will, with respect to other Confidential Information, remain in full force and effect during the term of this Agreement and for three years following the termination or expiration of this Agreement.

Section 17.4. Injunctive Relief. The Parties agree that the breach, or threatened breach, of any of the confidentiality provisions of this Agreement may cause irreparable harm without adequate remedy at law. Upon any such breach or threatened breach, the Disclosing Party will be entitled to injunctive relief to prevent the Non-Disclosing Party from commencing or continuing any action constituting such breach, without having to post a bond or other security and without having to prove the inadequacy of other available remedies. Nothing in this Section will limit any other remedy available to either Party.

Section 18 – Limitations on Liability

SECTION 18.1 INDIRECT DAMAGES. SUBJECT TO THE EXCLUSIONS SET FORTH BELOW, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY, ITS AFFILIATES OR PERSONNEL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SECTION 18.2. CUMULATIVE LIABILITY. SUBJECT TO THE EXCLUSIONS SET FORTH BELOW, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, AN AMOUNT EQUAL TO FIVE (5) TIMES THE TOTAL CUMULATIVE LIABILITY OF EACH PARTY, ITS AFFILIATES AND PERSONNEL ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, SHALL BE LIMITED TO: (A) FOR VOYA, THE TOTAL OUTSTANDING AMOUNTS DUE AND OWING HEREUNDER; AND (B) FOR EMPLOYER, THE TOTAL AMOUNTS PAID AND PAYABLE HEREUNDER. THE EXISTENCE OF ONE OR MORE CLAIMS OR SUITS SHALL NOT ENLARGE THIS LIMIT.

SECTION 18.3 EXCLUSIONS. THE LIMITATIONS ON LIABILITY SET FORTH ABOVE SHALL NOT APPLY TO, OR LIMIT THE LIABILITY OF A PARTY, ITS AFFILIATES OR PERSONNEL FOR: (A) A MATERIAL BREACH OF ITS CONFIDENTIALITY AND SECURITY OBLIGATIONS; (B) ITS INDEMNIFICATION AND DEFENSE OBLIGATIONS UNDER THIS AGREEMENT; (C) GROSS NEGLIGENCE, FRAUD, OR WILLFUL OR INTENTIONAL MISCONDUCT; OR (D) BODILY INJURY, DEATH, OR LOSS OR DAMAGE TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY.

Section 19 – General Provisions

Section 19.1 Independent Contractor Relationship. Voya is an independent contractor of Employer, and this Agreement will not be construed as creating a relationship of employment, agency, partnership, joint venture, or any other form of legal association. Neither Party has any power to bind the other Party or to assume or to create any obligation or responsibility on behalf of the other Party or in the other Party's name.

Section 19.2 Assignment. No Party may, without the prior written consent of the other Party, assign any of its rights or delegate any of its duties under this Agreement. Any attempted assignment without the other Party's consent will be void and invalid. Notwithstanding the foregoing, Voya may assign its duties under this Agreement to WEX Health without prior written consent of the Employer. Employer may, upon written notice to Voya and at no additional charge to Employer, assign this Agreement to a Employer Affiliate; to any entity that acquires all or substantially all of Employer's assets or capital stock or results from one or more mergers or initial public offerings or any other corporate reorganization; or to the purchaser of any Employer Affiliate, including the purchaser of any division, department, or line of business of such Employer Affiliate.

Section 19.3 Severability. If a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable in any circumstances, such provision will be enforced to the maximum extent permissible, and the remainder of this Agreement, and the application of such provision in any other circumstances, will not be affected thereby.

Section 19.4 Governing Law. This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Connecticut, excluding its principles of conflicts of law. The Parties hereby irrevocably and unconditionally consent to the exclusive jurisdiction of the courts of the State of Connecticut and the courts of the United States of America located in the State of Connecticut for any actions, suits, or proceedings arising out of or relating to this Agreement and the transactions contemplated hereby (and each Party agrees not to commence any action, suit, or proceeding relating hereto except in such courts), and further agree that service of any process, summons, notice, or document by U.S. registered mail, return receipt requested to the address set forth above, will be effective service of process for any action, suit, or proceeding brought against a Party in any such court. The Parties agree that the Uniform Computer Information Transactions Act or any version thereof adopted by any state in any form ("UCITA") will not apply to this Agreement. To the extent that UCITA is applicable, the Parties agree to opt out of the applicability of UCITA pursuant to the opt-out provision(s)

contained therein. THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER PARTY HERETO IN ANY MATTERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

Section 19.5 Dispute Resolution. All disputes between the Parties arising out of this Agreement will first be submitted for informal resolution between the designated officers of Employer and Voya. If the Parties are still unable to reconcile their differences, they may seek relief from a court of competent jurisdiction. The foregoing will not be construed to prohibit either Party from directly seeking injunctive relief without first complying with this Section.

Section 19.6 Construction of Agreement. This Agreement will not be presumptively construed for or against either Party. Section titles are for convenience only. As used in this Agreement, "will" means the same thing as "shall," and the words "include," "includes," and "including," will always be construed as if followed by the words "without limitation."

Section 19.7 Changes and Modifications. The terms and conditions of this Agreement and any other documents referenced herein may not be amended, waived, or modified, except in a writing signed by authorized representatives of both Parties or as otherwise provided in this Agreement.

Section 19.8 Survival. Those provisions of this Agreement that, by their nature, are intended to survive the termination or expiration of this Agreement will remain in full force and effect following the termination or expiration of this Agreement. Such provisions include Term and Termination; Payment; Intellectual Property Rights and Reports; Confidential Information Indemnification; Exclusion of Damages and Remedies; Non-Solicitation; and Governing Law; Venue – Entire Agreement.

Section 19.9 Waiver/Consent. Failure by either Party to exercise or enforce any right under this Agreement, no matter how long the same may continue, will not be deemed a waiver of such right by such Party. No waiver of any provision of, or consent to any breach of, this Agreement will be deemed a waiver of any other provision of, or consent to any subsequent breach of, this Agreement. A Party's consent to or approval of an act or omission on any one occasion will not be deemed a consent to or approval of said act or omission on any subsequent occasion, or a consent to or approval of any other act or omission on the same or any subsequent occasion. To be effective, a Party's waiver of any right or remedy must be documented in a writing signed by the waiving Party.

Section 19.10 No Third Party Beneficiaries. Nothing in this Agreement will confer any right, remedy, or obligation upon anyone other than Employer, the Employer's Affiliates, Voya, and Voya's Affiliates.

Section 19.11 Notices. All notices relating to this Agreement must be in writing and must reference this Agreement. Such notices will be deemed sufficient if sent (i) by postage-prepaid registered or certified U.S. mail, then five business days after sending; or (ii) by commercial courier, then at the time of receipt confirmed by the recipient to the courier on delivery. All notices to a Party will be sent to its address set forth below, or to such other address as may be designated by that Party by notice to the other Party.

If to Voya:
Voya Benefits Company, LLC
Attn: Nate Black
20 Washington Ave S
Minneapolis, MN 55401

With copy to:
Voya Financial, Inc.
Law Department
Employee Benefits
20 Washington Ave S
Minneapolis, MN 55401

If to Employer:
County of Nevada
950 Maidu Ave
Nevada City, NV 95959

With copy to:

Section 19.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which together constitute a single agreement.

Section 19.13 Entire Agreement. This Agreement, including all exhibits and documents referenced herein, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes and replaces all other prior agreements, communications, and understandings (written and oral) regarding its subject matter. Terms and conditions on or attached to quotes, Employer Purchase Orders, or preprinted forms will be of no force or effect, even if acknowledged or accepted by Employer.

Voya Benefits Company, LLC
20 Washington Avenue South
Minneapolis, MN 55401

By _____
Authorized Signature

Print Name _____

Print Title _____

County of Nevada
950 Maidu Ave
Nevada City, NV 95959

By _____
Authorized Signature

Print Name _____

Print Title _____

Exhibit A – Services

This Exhibit A is attached to and made a part of the Employer Services Agreement between Voya and Employer. If not otherwise defined, capitalized terms in this Exhibit A have the same meaning as in the Employer Services Agreement.

Overview of the Plan Services

Under the Plan, Voya provides administrative services to Employer in connection with the Accounts. These services include:

- Implementation of web-based Application and supporting services, including periodic updating with changes in status, connecting Participants to Accounts through the Application, and providing training tools for Employers and Participants.
- Completing initial enrollment and/or profile set up, and ongoing account maintenance of Participants on the Application as per the respective terms and conditions for each line of service as per the Employer Services Agreement.
- Providing administration services in support of mid-year enrollment scenarios including Employer's hiring of new employees and existing employees experiencing a qualified life event, administering changes in elections for Accounts, terminations subject to COBRA.
- Providing standard instructions to Employer regarding payroll application, contribution submission, continuation of benefits, and any other applicable Employer responsibilities.
- Providing open enrollment communication materials to Employer and processing new enrollments and enrollment changes.
- Educational materials provided including Employer Guide and Employee Guide for guidance through their respective portals.
- Voya will maintain a call center for both participants and employers.
- Provide access to summary and detailed reporting via an employer portal, with custom reports available upon request, and potentially for an additional fee.
- Processing reimbursement claims and appeals in the manner required under ERISA as applicable and when required for services offered, including auto-substantiation if possible.
- Receiving and adjudicating for payment, claims and other requests for payment in accordance with IRS guidance regarding substantiation, the terms of the Accounts, and any written claim procedures or other practices established by the Employer and communicated to Voya.
- Collections of premiums, and/or posting of contributions received from Employer respectively for each line of service provided.
- Providing certain limited tax reporting and monthly account statements, as applicable and when required for services offered.
- Receiving and transmitting eligibility information to and from employer and or carrier, as required, by specific services.
- Specific administrative services provided include: COBRA and Direct Bill.

Exhibit B – Service Fees

This schedule applies for the term of the contract and may be updated at the time of renewal.

COBRA fees

Fee Type	Amount
COBRA administrative fee	$0.70 per eligible employee per month
Retiree Direct Bill administrative fee	$3.50 per retiree per month
COBRA Takeover fee	$25.00 one-time charge per each current COBRA participant
ARPA subsidy expiration notice fee	$15.00 one-time charge per each eligible current COBRA participant

- Fees are based on standard Voya communications and file formats. Any special modifications or plan rebuilds (changes to the plan once implementation has been completed) may be assessed an additional fee

Invoicing and fee collection

- Fees charged to the participant will be collected from the participant's account on a monthly basis
- Implementation fees will be invoiced in the month following successful go-live
- Other one-time fees (e.g., integrations, customizations, plan document creation) will be invoiced in the month following completion of desired work
- COBRA administration fees paid by the employer will be collected monthly via ACH pull from the employer's designated account

Performance guarantee
Voya Financial is willing to place up to 9% of employer administrative fees from Health Savings and Spending Accounts at risk against achieving specified performance measures (see metrics below). The credit does not apply to fees paid by the employee. If applicable, the credit will be calculated and applied quarterly following the evaluation.

Performance area	**% of Fees at Risk**
Implementation (e.g., set-up efficiency and quality)	1%
Customer service (e.g., call center support)	3%
Account Management (e.g., response time)	1%
Administrative Services (e.g., file, forms, and claims processing and quality)	4%

Exhibit C – Form of HSA Customer Agreement (DOES NOT APPLY TO THIS CONTRACT)

Attachment C

Custodial Agreement and Disclosure Statement

The account owner (the "**Owner**") is establishing this health savings account (an "**HSA**," and, with respect to the Owner, the "**Account**") with WEX Inc. (the "**Custodian**") for the purpose of paying or reimbursing Qualified Medical Expenses (as defined below) of the Owner, the Owner's spouse, and the Owner's dependents. The Owner represents that, unless this account is used solely to make rollover contributions, the Owner is eligible to contribute to the Account; specifically, that the Owner: (a) is covered under a high deductible health plan as defined in Section 223(c)(2) of the Internal Revenue Code (the "**Code**"**)** (an "**HDHP**"); (b) is not also covered by any other health plan that is not an HDHP (with certain exceptions for plans providing preventive care and limited types of permitted insurance and permitted coverage); (c) is not enrolled in Medicare; and (d) cannot be claimed as a dependent on another person's tax return. The Custodian represents that it is an approved nonbank trustee operating as a passive custodian of HSAs. The Custodian's IRS Approval Letter is posted on www.wexinc.com/wex-custodian-services.

The Owner and the Custodian agree as follows:

1. Definitions

In addition to the definitions set forth in the introductory paragraph above, the following terms are defined in this Agreement:

1.1 "Agreement" means this HSA Custodial Agreement.

1.2 "Archer MSA" means an Archer Medical Savings Account.

1.3 "Business Day" means any day that the Federal Reserve and the New York Stock Exchange are open.

1.4 "Brokerage Account" means an account stablished at an Exchange Member Firm to hold the Investment Portion of the Account.

1.5 "Cash Portion of the Account" means the cash balance of the funds in the Account, which is held at a Depository Institution and which the Owner has not directed to an investment or other asset deployment option offered by the Custodian.

1.6 "Catch-up Contribution" means an additional cash contribution that may be made by an Owner who is at least age 55 by the end of the taxable year and not enrolled in Medicare.

1.7 "Code" means the Internal Revenue Code.

1.8 "Deposit Arrangement" means the arrangement between the Custodian and the Depository Institution(s) by which the Custodian deposits the Cash Portion of the Account in Depository Institutions.

1.9 "Depository Account" means each deposit account at a Depository institution in which the Cash Portion of the Account are held on behalf of Custodian as custodian of the Account.

1.10 "Depository Institution" means the financial institution to which the Custodian may deposit the Cash Portion of the Account pursuant to the Deposit Arrangement.

1.11 "Depository Interest Rate" means the interest rate set by and payable by a Depository Institution on Custodian's HSA deposits.

1.12 "EIN" means an employer identification number.

1.13 "ERISA" means the Employee Retirement Income Security Act of 1974.

1.14 "Exchange Member Firm" means a brokerage firm that holds at least one membership on a major U.S. stock exchange and is a member of a self-regulatory organization.

1.15 "Financial Advisor" means Custodian's independent registered investment advisor or a financial advisor retained by the HSA Administrator. The Financial Advisor may be a registered investment advisor, a bank or similar financial institution, or a registered broker dealer, and may be affiliated with the HSA Administrator.

1.16 "FDIC" means the Federal Deposit Insurance Corporation, an independent agency of the U.S. government.

1.17 "FINRA" means Financial Industry Regulatory Authority.

1.18 "HIPAA" means the Health Insurance Portability and Accountability Act of 1996.

1.19 "HSA Administrator" means the third party or affiliate under contract with Custodian to provide certain administrative and record keeping services for HSAs.

1.20 "Institution Designation" means an instruction from an employer, health plan, health insurance company, or other third party through whom the Account is opened or with whom the Owner is associated that the Cash Portion of the Account shall be held at a specific Depository Institution.

1.21 "Investment Fee Rebate" means any compensation (direct or indirect) the Custodian receives from mutual funds for shareholder and recordkeeping services.

1.22 "Investment Portion of the Account" means the Owner's investment account.

1.23 "IRS" means Internal Revenue Service.

1.24 "Large Deposit" means an amount of a cash contribution established by the Custodian as a fraud prevention tool.

1.25 "Maximum Annual Contribution Limit" means the statutory maximum allowed under Section 223 of the Code.

1.26 "NCUA" means the National Credit Union Administration, an independent agency of the U.S. government.

1.27 "Owner Net Interest" means the amount of interest paid by the Depository Institution(s) and credited to the Depository Account after the deduction of the Program Fee.

1.28 "Portfolio" means the offering of mutual funds made available for investment through the Owner's Account.

1.29 "Program Fee" means an amount retained by Custodian in payment for its services that is subtracted from interest paid by each Depository Institution in connection with the Deposit Arrangement.

1.30 "Qualified Medical Expenses" means amounts paid for medical care as defined in Section 213(d) of the Code for the Owner, his or her spouse, or his or her dependents (as defined in Section 152 of the Code), but only to the extent that such amounts are not compensated for by insurance or otherwise. With certain exceptions, such as to pay premiums under COBRA, health insurance premiums are not Qualified Medical Expenses. See IRS Publication 969 for more information about Qualified Medical Expenses.

1.31 "Separate Account" means other deposit account(s) with a Depository Institution that the Owner, on behalf of the Account, opens and maintains directly or through an intermediary and that is not established pursuant to the Deposit Arrangement described herein.

1.32 "SIPC" means the Securities Investor Protection Corporation, a federally mandated, non-profit, member-funded, United States corporation created under the Securities Investor Protection Act of 1970. Most US-registered

securities brokers are SIPC members.

2. Account.

2.1 When Account is Established. The Account is established with the Custodian on the date it is set up with the Custodian, or on such later date as may be determined under applicable law. The Owner should verify his or her state's applicable law. If a newly eligible Owner enrolls in an HDHP after the first of the month, the Account may not be established until the first of the following month. The Custodian makes no representation as to whether expenses incurred after the establishment date of an unfunded Account may be reimbursed from contributions that are made on a later date.

2.2 Identifying Number. The Owner's Social Security Number will serve as the identification number for the Account. If the Owner is married and the Owner's spouse is eligible to open an HSA and wants to contribute to an HSA, the Owner's spouse must establish his or her own account. A Social Security Number is required because the Account must have Forms 1099 and 5498 to report contribution and distribution totals.

2.3 Verification and Maintenance of Account. The Custodian is entitled to obtain, verify, and record certain information provided by the Owner for identification purposes, including the Owner's name, address, date of birth, and identification number. Until this information has been verified, the Account may not be used. During such time, the Custodian may charge its customary fees for maintaining the Account; upon request from the Owner, the Custodian will close the Account and return funds to the original contributor, less any fees or expenses chargeable against the Account, or lost interest associated with the early withdrawal of any savings instrument or other investment in the Account. Neither the Custodian nor the HSA Administrator shall be liable for any tax consequences or tax withholdings incurred as a result of the transfer or distribution of Account assets.

2.4 New Accounts. The Account funds will be available generally no later than the ninth (9^{th}) Business Day after the Account is established but could be held up to ninety (90) Business Days after funds are deposited in the Account. Please refer to Section 3.1 for information about Large Deposits and to the HSA Administrator's rules governing funds availability for details.

2.5 Beneficiaries; Successors-in-Interest. If the Owner dies before receiving all the funds from the Account, payments from the Account will be made to the Owner's beneficiary(ies). The Owner may designate one or more persons or entities as the beneficiary of the Account. This designation can only be made through the HSA website account or on a form prescribed by the Custodian and will only be effective when filed with the Custodian during the Owner's lifetime. Unless specified otherwise in writing by the Owner, each beneficiary designation the Owner files with the Custodian will cancel all previous designations. The consent of a beneficiary will not be required for the Owner to revoke a beneficiary designation. If the Owner has designated both primary and contingent beneficiaries and no primary beneficiary(ies) survives the Owner, the contingent beneficiary(ies) shall acquire the designated share of the Account. If the Owner does not designate a beneficiary, or if all primary and contingent beneficiary(ies) predecease the Owner, the Owner's estate will be the beneficiary.

If the beneficiary is the Accountholder's spouse, the HSA shall become the spouse's HSA as of the date of death. If the beneficiary is not the Accountholder's spouse, the HSA shall cease to be an HSA as of the date of death of the Accountholder. If the beneficiary is the Accountholder's estate, or if no beneficiary was designated by the Accountholder, then the fair market value of the Account as of the date of death is taxable on the Accountholder's final personal income tax return. For other beneficiaries, the fair market value of the Account is taxable to the beneficiary in the tax year that includes the date of the Accountholder's death.

Upon learning of the Owner's death, the Custodian may, in its complete and sole discretion, make a final distribution to a beneficiary (other than the Owner's spouse) of his or her interest in the Account. This distribution may be made without the beneficiary's consent and may be placed in an interest-bearing (or similar) account that the Custodian chooses.

2.6 Account Website. The Owner will require internet access to open the Account. The HSA Administrator will provide the Owner with access to a personal HSA website account. The Owner will need to establish a username and password. The HSA Administrator will post all information the Owner needs to manage the Account on the HSA website account. This information includes Account balance, contributions, distributions, annual IRS Forms 1099-SA

and 5498-SA, and any amendments to this Agreement. The Owner agrees to review the Account at least once per month. The Owner is responsible for protecting access to the Account and not sharing the Account username and password with anyone.

The HSA website account has all the information and tools the Owner needs to manage the Account and make investments.

3. Contributions.

3.1 Cash Portion of the Account. By opening an Account, the Owner directs that the Custodian set up credits to the Account, including amounts contributed to or received in the Account and cash proceeds of investment sales of Account assets directed by the Owner or made on the Owner's behalf, to be held in the Cash Portion of the Account until the Owner directs a transfer to an investment or other asset deployment option. Distributions and debits from the Account and allocations specifically directed by the Owner to other asset deployment options are debited from the Cash Portion of the Account.

The HSA Administrator will receive contributions (including rollovers, transfers, and mistaken distributions) from the Owner and/or employer and transfer them to a contribution account maintained with the Custodian by the HSA Administrator. The Custodian will transfer these amounts from the contribution account to the Cash Portion of the Account. The funds in the Cash Portion of the Account are separately accounted for. The Custodian may accept cash contributions for the tax year made by the Owner or on behalf of the Owner (by an employer, family member, or any other person). No contributions that exceed the maximum amount for family coverage plus the Catch-Up Contribution will be accepted by the Custodian for any Owner. The Custodian may delay funds availability on Large Deposits.

Contributions for any tax year may be made at any time before the deadline for filing the Owner's federal income tax return for that year (without extensions).

Rollover contributions from an HSA or an Archer MSA are not subject to the Maximum Annual Contribution Limit set forth in Section 4.

Qualified HSA distributions from a health flexible spending arrangement or health reimbursement arrangement must be completed in a trustee-to-trustee transfer and are not subject to the Maximum Annual Contribution Limit set forth in Section 4.

Qualified HSA funding distributions from an Individual Retirement Account (IRA) must be completed in a trustee-to-trustee transfer and are subject to the Maximum Annual Contribution Limit set forth in Section 4.

4. Contribution Limits.

The Account has a Maximum Annual Contribution Limit determined by the IRS. The Owner may qualify for a Catch-up Contribution, which allows for an additional cash contribution. Contributions to Archer MSAs and other HSAs count toward the Maximum Annual Contribution Limit. The Maximum Annual Contribution Limit is listed on the HSA Website, www.irs.gov, and IRS Publication 969.

Contributions in excess of the Maximum Annual Contribution Limit are subject to an excise tax. However, Catch-Up Contributions are not subject to an excise tax.

5. Excess Contributions.

It is the responsibility of the Owner to determine whether contributions to the Account have exceeded the Maximum Annual Contribution Limit described in Section 4. If this happens, the Owner shall notify the HSA Administrator of the excess contributions to the Account. It is the responsibility of the Owner to request the withdrawal of the excess contribution and any net income attributable to such excess contribution.

6. Deposit Arrangement.

6.1 The Cash Portion of the Account is deposited by the Custodian for the benefit of the Owner, pursuant to an agreement between the Custodian and the Depository Institution(s). A list of the Depository Institutions is posted on https://www.wexinc.com/wex-custodian-services/. If Custodian transfers Owner's funds to more than one Depository Institution, Custodian will allocate Owner's funds among them. These allocations may change from time to time, and Owner will not receive any evidence of ownership, such as an account passbook, for the amounts held in the Depository Accounts. Instead, evidence of ownership will be recorded by book entry on the records of Custodian. The Owner acknowledges that the Cash Portion of the Account is subject to – and the Custodian is not liable for – risks associated with cash deposits, including but not limited to creditor rights, banking and currency risks, and insolvency of a Depository Institution.

6.2 Under the Deposit Arrangement, Custodian will retransfer Owner's funds from one or more Depository Institutions to pay items, process withdrawals, process investment purchases, and honor wire, debit card, and ACH withdrawals from the Account.

6.3 The Custodian acts in accordance with this Agreement and the Owner's instructions and does not exercise discretionary authority or control with respect to the Cash Portion of the Account placed in a Depository Account or otherwise with respect to the Deposit Arrangement. The Custodian has not advised the Owner with respect to the decision to use the Deposit Arrangement or to use any Depository Institution.

6.4 The Custodian (or one of its affiliates) may be a customer of, provide services to, be an affiliate of, or have other financial interactions with Depository Institutions.

7. Nonforfeitable Account.

The Owner's interest in the balance in the Account is nonforfeitable.

8. Prohibited Transactions.

No part of the custodial funds in the Account may be invested in life insurance contracts or in collectibles as defined in Section 408(m) of the Code.

The assets of the Account may not be commingled with other property except in a common trust fund or common investment fund.

Neither the Owner nor the Custodian will engage in any prohibited transaction with respect to the Account (such as borrowing or pledging the account or engaging in any other prohibited transaction as defined in Section 4975 of the Code).

9. Distributions

Distributions of funds from the Account may be made upon the direction of the Owner.

Distributions from the Account that are used exclusively to pay or reimburse Qualified Medical Expenses of the Owner, the Owner's spouse, or the Owner's dependents are tax-free. Distributions that are not used for Qualified Medical Expenses are included in the Owner's gross income and are subject to an additional amount of tax on that amount, which is set by statute; however, the additional tax does not apply if the distribution is made after the Owner's death, disability, or reaching age 65.

The Custodian is not required to determine whether the distribution is for the payment or reimbursement of Qualified Medical Expenses. Only the Owner is responsible for substantiating that the distribution is for Qualified Medical Expenses and must maintain records sufficient to show, if required, that the distribution is tax-free.

The Owner may access the Account via debit card, electronic transfer, or a check request. The Owner may request a direct transfer of the Account balance to another HSA custodian. No distributions of in-kind transfers shall be permitted. The Social Security Number or tax identification number of the recipient must be on file or provided to the

Custodian before the Custodian is obligated to make a distribution or transfer. Distributions shall be subject to all applicable tax and other laws and regulations, including possible early distribution penalties or surrender charges, and do not have any withholding requirements. The Owner authorizes electronic debit and credit entries, if applicable, to his or her designated checking or savings account. The Owner also authorizes adjustments to these accounts for error corrections. This authorization will remain in effect until the termination of this Agreement.

If the Owner requests a distribution that exceeds the balance in the Cash Portion of the Account, some or all of the investments will be sold as described in Section 17.4 and sufficient funds will be transferred from the Investment Portion of the Account to the Cash Portion of the Account to cover the amount of the distribution.

9.1 No Overdrafts Permitted. The Owner agrees not to withdraw or attempt to withdraw funds in excess of the balance in the Account. Should an overdraft occur, the Owner must repay the overdraft immediately and all account activity shall be suspended until the Owner contributes the necessary funds to reinstate the Account. The Custodian and HSA Administrator are not required to provide the Owner with notice or make demand for such repayment. In the event of an overdraft, the HSA Administrator or Custodian reserves the right, in its discretion, to close the Account without notice. The closing of the Account does not relieve the Owner of any obligation to repay the full amount of the overdraft. Repayment of the overdraft shall be applied first, to any outstanding fees related to the Account, and second, to any negative balance of the Account. If after sixty (60) days the Owner has not contributed the necessary funds, then the Owner agrees to be subject to any and all collection actions needed to recover such funds. If the Custodian or HSA Administrator closes the Account, the HSA Administrator or the Custodian, reserves the right, in its discretion, to refuse to reinstate the Account or open a new Account in the Owner's name. The HSA Administrator or Custodian will not reinstate or open a new Account if the Custodian or the HSA Administrator believes there is evidence of fraud or other factors that may cause a loss.

9.2 Mistaken Distributions. The Custodian may allow the Owner to return mistaken Account distributions provided there is clear and convincing evidence that the amount(s) distributed from the Account was because of a mistake of fact due to reasonable cause. In determining whether this standard has been met, the Custodian shall have the ability to rely on the Owner's representation that the distribution was, in fact, a mistake. The Custodian may not permit the return of mistaken distributions that relate to a calendar year after December 31 of that year.

In no event shall the Custodian restrict or limit Account distributions to the payment or reimbursement of the Owner's Qualified Medical Expenses. However, the Custodian may, on a case-by-case basis or as a matter of policy, place reasonable restrictions on both the frequency and the minimum amount of distributions from the Account.

10. Preparation of Reports.

The Owner agrees to provide the Custodian with information necessary for the Custodian to prepare any report or return required by the IRS.

The Custodian agrees to prepare and submit any report or return as prescribed by the IRS.

11. Service Providers.

The Custodian will maintain custody of the Account assets in the Owner's Cash Portion and Investment Portion of the Account. The Custodian's broker-dealer trading partner is authorized to place security orders, settle security trades, hold securities in custody, and perform related activities on the Owner's behalf. The Custodian or the HSA Administrator is authorized to contract for or make arrangements with any affiliate or third party for the provision of necessary services to the Account, including without limitation for investment record keeping.

The Custodian has entered into an agreement for certain recordkeeping and administration duties with the HSA Administrator. The HSA Administrator has also entered into an agreement with the Owner or the Owner's employer to receive and forward contributions to the Account and to provide other related services. Under this agreement, the HSA Administrator is authorized and directed to: (a) provide the Owner with access to a personal HSA website account; (b) maintain electronic records showing the assets in the Account and records of contributions, distributions, investment transactions, and any other related transactions; (c) process distribution requests from the Account; (d) maintain all information necessary for the Custodian to prepare required returns, reports, or other documents for applicable taxing authorities, including IRS Forms 1099-SA and 5498-SA; and (e) provide related services.

All questions and comments should be directed to the HSA Administrator through its website or by other means made available to the Owner through the HSA Administrator. The Owner must provide all investment instructions through the HSA website account.

If the Custodian terminates its agreement with the HSA Administrator, the Custodian may resign as custodian of the Account on the effective date of termination of the agreement between the Custodian and the HSA Administrator, and the Owner may transfer the Account to the HSA Administrator's successor custodian or to another custodian of the Owner's choice. The Owner is responsible for the transfer of the Account.

If the HSA Administrator terminates its agreement with the Custodian, the HSA Administrator may also make arrangements for the transfer of the Account to a successor custodian.

In the event the Owner terminates employment with his or her employer or otherwise discontinues making contributions under the employer's HSA funding program, the Owner may be offered an opportunity to continue to receive HSA services under the HSA Administrator's retail HSA program. The Owner will be provided with details of that program, which may include, without limitation, changes to investment choices, fees, plan type, username, password, and/or online security features.

12. Representations, Warranties, and Responsibilities of the Owner.

The Owner represents and warrants that any information given or to be given with respect to the Account is and shall be complete and accurate; that any directions given to the HSA Administrator or action taken by the Owner will be proper under this Agreement; and that the Custodian is entitled to rely upon any such information or directions given by the Owner. If the Custodian fails to receive directions from the Owner regarding any transaction, or the Custodian receives ambiguous directions regarding any transaction, or the Custodian in good faith believes that any transaction requested is in dispute, the Custodian reserves the right to take no action until further clarification acceptable to the Custodian is received from the Owner or the appropriate government or judicial authority. The Custodian shall not be responsible in the event of any failure or interruption of services resulting from the act or omission of any third-party service provider used to give such direction, and shall not be responsible for any losses in the event of such a failure or interruption. The Custodian shall not be responsible for losses of any kind that may result from the Owner's directions to the Custodian or the Owner's actions or failures to act, and the Owner agrees to reimburse the Custodian for any loss the Custodian may incur as a result of such directions, actions, or failures to act. The Custodian shall not be responsible for any penalties, taxes, judgments, or expenses the Owner incurs in connection with the Account. The Custodian has the right, but not the obligation, to require the Owner to provide, on a form provided by or acceptable to the Custodian, proof or certification that the Owner is eligible to contribute to the Account, including, but not limited to, proof or certification that the Owner is covered by an HDHP.

The Owner acknowledges that establishment of the Account is completely voluntary and that, to the best of his or her knowledge, the employer, if applicable, does not (a) limit the Owner's ability to move funds to another HSA beyond restrictions imposed by the Code; (b) impose conditions on utilization of HSA funds beyond those permitted under the Code; (c) make or influence the investment decisions with respect to funds contributed to the Account; (d) represent that the Account is an employee welfare benefit plan established or maintained by the employer; or (e) has received any payment or compensation in connection with the Account.

The Custodian may permit the Owner to appoint, through written notice acceptable to the Custodian, an authorized agent to act on the Owner's behalf with respect to this Agreement (for example, attorney-in-fact, executor, administrator, or investment manager); however, the Custodian has no duty to determine the validity of such appointment or any instrument appointing such authorized agent.

The Custodian shall not be responsible for losses of any kind that may result from directions, actions, or failures to act by the Owner's authorized agent, and the Owner agrees to reimburse the Custodian for any loss the Custodian may incur as a result of such directions, actions, or failures to act by the Owner's authorized agent. The Owner will have thirty (30) days after receiving any notice, however received, pertaining to any documents, account information, or other information to notify the Custodian in writing of any errors or inaccuracies. If the Owner does not notify the Custodian within thirty (30) days, the notices, documents, account information, or other information shall be deemed correct and accurate, and the Custodian shall have no further liability.

The Custodian shall not be required to perform any additional services unless specifically agreed to under the terms and conditions of this Agreement, or as required under the Code and the applicable guidance with respect to HSAs. The Owner agrees to indemnify and hold the Custodian and HSA Administrator harmless for any and all claims, actions, proceedings, damages, judgments, liabilities, costs, and expenses, including attorneys' fees, arising from or in connection with this Agreement. To the extent written instructions or notices are required under this Agreement, the Custodian may accept or provide such information in any other forms permitted by law, including through electronic mediums.

13. Interest; Custodian Compensation.

Each full month the Account remains open, the Owner's Cash Portion of the Account will be credited with Owner Net Interest. The Owner Net Interest is determined by the interest paid by each Depository Institution less the Program Fee and will not differ based on the Depository Institution where the Cash Portion of the Account is deposited. The Owner's Net Interest Rate is available at https://www.wexinc.com/wex-custodian-services/.

The HSA Administrator may temporarily hold funds in contribution or distribution accounts with the Custodian in the ordinary course of its duties. Until such time that funds deposited to a contribution account are allocated to the Cash Portion of the Account, or funds are withdrawn electronically or by check from a distribution account, any revenue that the HSA Administrator earns from the use of funds deposited in these accounts shall be part of its compensation for servicing the Account. The Owner acknowledges and understands that fees charged under this Agreement would be higher if the HSA Administrator did not earn revenue from the funds held in these accounts.

The compensation the Custodian receives for services rendered includes the Program Fee, revenue from the use of funds temporarily held in an operational account at Custodian, and if applicable, investment fees and other fees as described in this Section 13.

The Owner has reviewed the Custodian's direct and indirect compensation (as described herein) and determined that the compensation the Custodian receives is reasonable for the services it provides. The Owner has further determined that such services are necessary for the establishment and maintenance of Account and the Deposit Arrangement.

The Custodian or the HSA Administrator reserves the right to charge a periodic service fee or other designated fees (for example, a transfer, rollover, investment management, termination, or closure fee) for maintaining the Account. In addition, the Custodian has the right to be reimbursed for all reasonable expenses, including legal expenses, the Custodian incurs in connection with the administration of the Account. The Custodian has the right to charge a $75 per hour fee for any additional services provided to the Owner that are not described in this Agreement. The Custodian may charge the Owner separately for any fees or expenses or may deduct the amount of the fees or expenses from the assets in the Account, at the Custodian's discretion. The Custodian reserves the right to charge any additional fee upon thirty (30) days' notice to the Owner that the fee will be effective.

The HSA Administrator may charge a separate fee for administration and other services related to the Account. The Owner authorizes the HSA Administrator to charge the Owner separately for those fees or to deduct the amount of the fees or expenses from the assets in the Account. An employer may also agree to pay all or a portion of these fees on the Owner's behalf. The amount of fees payable may be set forth in a separate fee schedule that may be part of the application or disclosed on the HSA website account. In all cases, the HSA Administrator may charge the Account a $25 fee or the remaining balance of the Account if the balance is less than $25 for twenty-four (24) consecutive months.

To the extent that the Owner directs the investment of the Account in mutual funds, balances invested in those mutual funds are subject to investment fees and other charges and expenses as described by the applicable prospectuses, available on the HSA website account and this Agreement. The Owner cannot reimburse the Account for those commissions.

14. Investment Portion of the Account.

14.1 Automatic Investment Transfers. The Owner may set up the Account to make auto-investment transfers from the Cash Portion of the Account to the Investment Portion of the Account on the HSA website. The Cash

Portion of the Account must exceed the investment threshold by at least a minimum amount before transferring funds. When that occurs, the excess funds will automatically be transferred to the Investment Portion of the Account. The Owner may provide instructions for the investment of such funds among an array of mutual funds made available in the Investment Portion of the Account. If the Owner does not provide instructions on where to invest such amounts, the amount will be held in a default fund (the "**Default Fund**"). The Default Fund may be an interest-bearing FDIC-insured account or a money market mutual fund or similar investment fund within the Investment Portion of the Account and has a minimum investment risk. Unless the Owner makes changes, the investment allocations will remain in effect and be applied to both current and future transfers to the Investment Portion of the Account.

The Owner's auto-investment transfers will not be monitored by the Custodian or the HSA Administrator or any agent, employee, or contractor of the Custodian or the HSA Administrator. The Owner's ability to invest through the Account depends on the balance in the Cash Portion of the Account. If the investment threshold falls below the required amount that the Owner must maintain in the Cash Portion of the Account by more than the minimum amount for transferring funds, the Owner's mutual funds will automatically be sold as described in Section 17.4 and transferred back to the Cash Portion of the Account. This may require liquidation of some or all investments in order to transfer the proceeds to the Cash Portion of the Account.

14.2 One-Time Transfers. The Owner may perform a manual transfer from the Cash Portion of the Account to the Investment Portion of the Account or vice versa, based on his or her investment elections or specific fund choices.

14.3 Investment Options. A broad array of mutual fund options will be available for investment. These fund options may be selected by an independent registered investment advisor. Alternatively, the HSA Administrator or Financial Advisor may replicate the investment options selected by the employer for its 401(k) plan or other Defined Contribution (DC) Plan that permits participant-directed investments. **The Owner acknowledges and agrees that investments, including mutual funds, are not a deposit and are not insured by the FDIC, NCUA, or any federal government agency. There is no guarantee of the value of the investments, and they may lose value. The Owner also acknowledges that past investment performance is not a guarantee of future investment results. The Owner agrees to review investment information before investing in mutual funds or other investments.**

If the Portfolio is made available by the Custodian and its independent registered investment advisor, the available mutual funds in the Portfolio may change from time to time. The Portfolio is posted on the HSA Website. The Custodian will not provide advance notice of a change in share class for the same mutual fund option, whether initiated by the Custodian or the fund company, unless the change results in fee increases for the investment option. The Financial Advisor or HSA Administrator may also change investment options to match changes in investments (or a subset thereof) selected by the employer for its defined contribution retirement plan. In any event, if the Owner does not provide new investment instructions, the Owner authorizes and directs the Custodian to liquidate the balances invested in the eliminated investment option and transfer the proceeds to the Default Fund or a fund of similar risk, based on the instructions the Custodian receives from the Financial Advisor or the HSA Administrator.

The Owner agrees that the Custodian is not responsible for the HSA Administrator's selection or monitoring of the Financial Advisor, the Financial Advisor's selection, monitoring, deletion, or replacement of mutual funds made available in the Portfolio, or any obligation of the employer or its financial advisors with respect to the selection or monitoring of investments made available through the employer's defined contribution retirement plan that are also made available in the Portfolio. The Owner agrees that the Custodian is not responsible for fee disclosure obligations of Financial Advisors or the HSA Administrator, or for any claim arising from actual or alleged violations by the HSA Administrator or Financial Advisor of any state or federal laws related to broker-dealers or investment advisors.

The Investment Portion of the Account includes the Default Fund. If the Default Fund is an interest-bearing FDIC-insured account, interest will be paid on cash held. Cash held in an interest-bearing FDIC-insured account within the Investment Portion of the Account and the Cash Portion of the Account, combined with other Separate Accounts with the Depository Institution, are FDIC• insured up to the then-current limit.

14.4 Investment Processing. The Owner is solely responsible for managing the investments in the Account. The Owner must complete all investment transactions, including all communications and instructions, through the HSA website account. The Owner will establish a username and password for Owner's HSA website account and

will safeguard and not share such username and password with anyone. All instructions received from the HSA website account shall be deemed to have been authorized by the Owner. The Owner may use the HSA website account to place orders for the purchase and sale of mutual funds or other investments the Custodian makes available. The Owner hereby authorizes and directs the Custodian to accept such investment instructions from the HSA website account, to pay for mutual fund share purchases from the Account, and to transfer proceeds from the sale of mutual fund shares to the Cash Portion of the Account.

Investment instructions that require the movement of cash to or from the Cash Portion of the Account, which includes auto•investment transfers or one-time transfers, will be processed the Business Day following the Business Day that investment instructions are submitted on the HSA website account. Investment instructions that do not require the movement of cash to or from the Cash Portion of the Account (such as investment election changes, realigning the Portfolio, or scheduling an automatic realignment of the Portfolio), will be processed on the same Business Day if received prior to the close of the U.S. equity markets. Any instructions received after the close of the U.S. equity markets will be processed within one (1) Business Day from receipt of complete and accurate instructions. The Owner's investment instructions received will be delayed one (1) Business Day if there are pending auto-investment transfers or one-time transfers. It is the Owner's responsibility to determine market holidays and when there is an early market closing, which would cause the investment instructions to be processed on the following Business Day.

The Owner agrees that the Custodian relies only on instructions received through the HSA website account, and the Custodian has no duty to investigate any instructions. The Custodian's obligation to execute the Owner's instruction is contingent upon the determination that the instruction can be administered, and the instructions have followed the Custodian's procedures. The Owner's investment instructions may be delayed at the Custodian's discretion due to pending investment activity.

None of the Custodian, the HSA Administrator, and the Financial Advisor to the HSA Administrator provide investment advice to the Owner or select or recommend mutual funds or other investments options for the Owner. None of the Custodian, the HSA Administrator, and the Financial Advisor to the HSA Administrator will question whether an investment selected by the Owner is appropriate or suitable. The Owner agrees that the Custodian will not be liable for any investment losses. A financial advisor may assume responsibility for rendering investment advice with respect to the Account and may offer an opinion or judgment to the Owner on matters concerning the value or suitability of any investment or proposed investment for the Account, only if the Owner and the financial advisor enter into a separate agreement to provide investment advice to the Owner.

Investment transactions for the Account will not be processed until the Custodian receives the funds to be invested and the instruction in proper form and has established that all mutual funds selected for the Portfolio are eligible for trading through the Custodian's broker-dealer trading partner. The Custodian is not responsible if a financial advisor or the HSA Administrator makes an incomplete or incorrect list of mutual funds available for investment in the Portfolio. Investment transactions will be processed either as soon as administratively practicable or on the scheduled date for processing.

14.5 Investment Fees, Expenses, Dividends, and Rights. Some mutual funds may charge a redemption fee when they are sold. Any redemption fee will be charged to the Investment Portion of the Account, and the Owner cannot reimburse the Account for redemption fees. The mutual fund prospectus will disclose whether redemption fees apply.

Some mutual funds pay dividends or interest. Dividends and interest will be reinvested in the same mutual funds that pay them. The prospectus for each fund will provide more information. All conversion, subscription, voting, and other rights pertaining to any securities held in the Account, if applicable, will be exercised on the Owner's behalf. The available mutual funds are subject to fees and expenses, as described in the prospectus or other disclosure materials made available to the Owner through the HSA website account. The Owner may invest in other investment vehicles (for example, stocks, bonds, or savings accounts) only if the Financial Advisor makes such investments available as investment options.

If the Portfolio is made available by the Custodian and its independent registered investment advisor, the Custodian will transfer the Investment Fee Rebate to the Investment Portion of the Account based on the Owner's holdings in each fund. The Investment Fee Rebate is calculated at the end of each calendar quarter and received within thirty (30) days thereafter. The Custodian will allocate the Owner's share of the Investment Fee Rebate, if any, to the

Investment Portion of the Account within five (5) Business Days after receipt as additional earnings. If the Portfolio is made available by a Financial Advisor and/or the HSA Administrator, the Custodian may follow the same process with Investment Fee Rebates. Alternatively, the Custodian may transfer the Investment Fee Rebate to the HSA Administrator or the Financial Advisor selected by the HSA Administrator as compensation for investment services. Prior to the end of each calendar quarter, the Custodian may deduct a custodial management fee from the Investment Portion of the Account in an amount up to one-sixteenth of one percent (.0625%) per quarter or equal to an annual fee of one-quarter of one percent (.25%) on balances invested in mutual funds in the Investment Portion of the Account.

The HSA Administrator or Financial Advisor will disclose any additional fees separately, such as fees based on a fixed percentage of the value of investments. The HSA Administrator or Financial Advisor, as applicable, is responsible for complying with all requirements of applicable law regarding disclosure of investment-related compensation, reimbursements, fees, and/or expenses payable from the Account.

If the Owner opens a portion of the Account for investments, the Owner may have access to a Financial Advisor for personal investment advice pursuant to a separate agreement between the Owner and the Financial Advisor. Pursuant to the agreement between the Owner and the Financial Advisor, a financial advisory fee may be deducted from the Investment Portion of the Account on a monthly or quarterly basis as indicated in the applicable fee disclosure.

14.6 Health Savings Brokerage Account. The Investment Portion of the Account may include an option for a Brokerage Account. In order to open a Brokerage Account, the Owner will be required to have a balance in the Investment Portion of the Account and enter into a separate agreement with the Brokerage Account broker. The Brokerage Account will permit the Owner to direct the investment of the Account within many investment choices available to the Brokerage Account. The auto-investment feature does not apply within the Brokerage Account, and investments within the Brokerage Account will not be liquidated if the Owner has a negative balance in the Cash Portion of the Account. The Owner is responsible for buying and selling investments within the Brokerage Account and monitoring the Cash Portion of the Account to prevent closure of the Account. The Custodian may instruct the broker to liquidate investments in the Brokerage Account only if the Account is closed, deemed to be abandoned under applicable state law, subject to levies or garnishments, or upon the Owner's death. The Owner agrees that the Custodian is not responsible for the selection or monitoring of investments in the Brokerage Account, determining the suitability of investments, or the fee disclosure obligations of the broker. **The Owner is responsible for complying with all laws and employer policies regarding insider trading. If the Owner or a family member is associated with a FINRA or Exchange Member Firm, the Owner agrees to notify his or her employer before opening a Brokerage Account and obtain any required authorizations. The Owner agrees to work with the broker as applicable regarding any investment restrictions and duplicate copies of trade confirmations and statements. As custodian of the Brokerage Account, the Custodian does not monitor the Owner's investments and is not responsible for compliance with FINRA Rule 3210 or similar state or federal restrictions on insider trading.**

15. FDIC/NCUA Eligibility.

If the Cash Portion of the Account is held at an FDIC-insured Depository Institution, then it is eligible for insurance by the FDIC, an independent agency of the U.S. government, up to a standard maximum amount in accordance with the rules of the FDIC (together with any other deposits owned by the Owner at the same Depository Institution, including deposits from similar cash placement programs offered by other custodians, brokerages, or other entities, as well as savings and checking accounts, money market deposit accounts, and CDs issued directly to the Owner by the Depository Institution). Additional information regarding FDIC insurance is available at fdic.gov or by calling the FDIC at 877-ASK-FDIC (877-275-3342).

If the Cash Portion of the Account is held at an NCUA-insured Depository Institution, then it is eligible for insurance by the NCUA, an independent agency of the U.S. government, up to a standard maximum amount in accordance with the rules of the NCUA. Similar to the FDIC, the limits of NCUA coverage are based on the aggregate amount of a consumer's funds held by the insured credit union. Additional information regarding NCUA insurance is available at ncua.gov or by calling the NCUA at 800-755-1030, option 2.

The Custodian is not responsible for monitoring the Cash Portion of the Account or other deposits in Separate Account(s) at a Depository Institution to determine whether the Owner exceeds the limits of FDIC or NCUA coverage, as applicable. Contributions to the Account are eligible for FDIC or NCUA insurance, as applicable, only after they reach the Depository Account. Contributions are not insured in transit, including but not limited to, while held by an employer or administrative entity contracted by an employer, and while in receipt of the Custodian prior to being deposited in the

Account by the Custodian.

The Owner acknowledges and agrees that securities and insurance product purchases as directed by the Owner and held in the Owner's Account, such as mutual funds and non-insured deposits, are investment or insurance products. Such assets: (a) are not insured by the FDIC or NCUA; (b) carry no Custodian, Depository Institution, or other bank or government guarantees; and (c) have associated risks. Securities investments and insurance products are subject to risk of loss, including loss of principal. While investment securities may be subject to SIPC insurance coverage, SIPC coverage does not cover fluctuations in the market value. Insurance products are guaranteed by the insurer, subject to credit risk.

16. Consent to Electronic Disclosures.

By executing this Agreement, the Owner agrees that all account information from the Custodian or the HSA Administrator, including but not limited to the enrollment form, the Custodial Agreement and Disclosure Statement, the Custodian's Interest Rate Disclosure, the Custodian's Privacy Policy, HSA Forms 1099-SA and 5498-SA, documents issued by mutual fund companies (including prospectuses, trade confirmations, and other investment fund information), and any confirmation of online instructions or elections shall be made available exclusively in electronic form. Account information may be viewed at any time by logging into the HSA website account. Account information related to the Account will be posted on the HSA website account, or at the Custodian's discretion, provided either by email to the email address the HSA Administrator has on file for the Owner, or by U.S. Mail to the Owner's mailing address the HSA Administrator has on file for the Owner. The Owner is responsible to advise the HSA Administrator in writing of any change to the email or mailing addresses on file for the Owner.

Records of the Account contributions, distributions, investment activity, earnings, and balances will be made available exclusively through the HSA website account. Before being granted online access to the Account records, it will be necessary to enter a username, password, and/or enhanced online security feature that the Owner will receive prior to logging into the HSA website account.

Consent to electronic notices will apply to all future applicable notices relating to the Account until the Owner is no longer the Owner of the Account or withdraws consent as provided below.

The Owner may receive the Account summary and tax forms in paper form by changing the election online in the HSA website account under Statements & Notifications. Additional fees may apply for paper copies. Consult the HSA Administrator for any applicable fees. Investment options may not be available if the Owner does not consent to receive prospectuses, trade confirmations, and related documents in electronic form. The Owner may withdraw consent to electronic delivery of notices on a future date by contacting the HSA Administrator at the contact information listed in the HSA website account. The Custodian reserves the right to not open an account or to close the Account if the Owner withdraws consent to electronic delivery of notices.

In order to receive information and disclosures in electronic format, the Owner must have access to a computer with the following browser software or equivalent software and communications access to the Internet:

Browser Software	**Minimum Version Required**
Microsoft Internet Explorer (IE)	IE11 and greater
Mozilla FireFox	Most current and prior 2 versions
Apple Safari	Most current and prior 2 versions
Google Chrome	Most current and prior 2 versions
Microsoft Edge (Windows 10)	Most current and prior 2 versions

The Owner will also need Adobe Acrobat Reader to view and download the agreements, disclosures, Account summaries, tax forms, investment fund information, or any other applicable forms, and ability to download and save information and access to a printer to order to keep agreements and summaries for the Owner's records.

The Owner agrees to check the HSA website account no less frequently than monthly to view the Account activity and communications, which will have information about the Account balance, contributions, distributions, and

recent amendments to this Agreement readily available for review. The Owner will verify that all activity on the Account is authorized activity. The HSA website account will provide a link or links to other websites for the Owner to obtain specific information about the investments, including prospectuses. It may be necessary for the Owner to establish a separate username, password, and/or enhanced online security feature for this purpose and to complete additional forms, and is responsible for keeping this information confidential. The Custodian is not responsible for any other person's use of this information.

17. Custodian Powers.

The Custodian may register securities in its name or in the name of its nominee without disclosing that such securities are held as custodian or as nominee. Except as expressly provided otherwise in this Agreement, the Custodian shall have all the powers generally conferred on custodians under the Code. Additionally, the Custodian shall also have the power to perform any and all acts that it deems necessary or appropriate for the proper custodial servicing of the Account. The Custodian may adjust the balance of the Account as necessary to correct administrative errors, including improperly allocated contributions, distributions, earnings, or losses. In the event a check or other instrument is returned for insufficient funds, any corresponding contributions to the Account are also subject to adjustment by the Custodian. The Custodian or the HSA Administrator may liquidate all or a portion of the Owner's investments and the Cash Portion of the Account and transfer the proceeds as may be required to satisfy levies or garnishments under applicable state law.

17.1 Assignment. The Custodian reserves the right to assign this Agreement without the Owner's prior consent, provided that any assignee must be qualified under the Code to serve as an HSA custodian or trustee. Upon assignment of this Agreement, the assignee shall automatically become a custodian of the Account. The Custodian shall not be liable for any actions or failures to act neither on the part of any successor custodian or trustee, nor for any tax consequences that result from the transfer or distribution of the Owner's assets.

17.2 Termination of Agreement, Resignation, or Substitution of the Custodian. The Custodian may terminate this Agreement at any time by giving written notice to the Owner. The Owner may terminate this Agreement at any time by giving written notice to the HSA Administrator. If this Agreement is terminated by the Owner, the Custodian or the HSA Administrator may charge to the Account an amount of money necessary to cover any associated costs pertaining to terminating this Agreement and closing the Account. The Account will be closed in accordance with the HSA Administrator's internal policies and procedures. The Custodian will substitute another trustee or custodian if the IRS notifies the Custodian that a substitute custodian is required because the Custodian has failed to comply with the requirements of section 1.408-2(e) of the federal Income Tax Regulations, or is not keeping the records, making returns, or rendering statements that are required by forms or regulations. The Custodian may resign as custodian at any time effective thirty (30) days after the date that the Custodian provides written notice to the Owner of the Custodian's resignation (the **"Termination Notice Date"**). Upon receipt of that notice, the Owner shall make arrangements to transfer the Account to another financial organization. In some cases, and in its sole discretion, the Custodian may permit the Owner to reinstate the Account. If the Owner does not reinstate the Account or complete a transfer of the Account within thirty (30) days from the Termination Notice Date, the Custodian may (a) transfer the Account to a successor HSA custodian or trustee in accordance with Section 17.3 or (b) pay the Account to the Owner in a single sum by mailing a check to the Owner's last known address. The Owner is responsible for determining eligibility to roll over this amount to another HSA within thirty (30) days. The HSA Administrator may escheat this amount (transfer it) to the state of the Owner's last known residence under the rules applicable to that state if the check is not presented for payment within one hundred eighty (180) days of the date of distribution. The HSA Administrator will attempt to contact the Owner before escheating the funds. Once the funds are escheated, the Owner may be able to recover the funds from the state. The Owner agrees that neither the Custodian nor the HSA Administrator are responsible for any funds that are escheated to a state.

17.3 Successor Trustee or Custodian. If the Custodian changes its name, reorganizes, merges with another organization (or comes under the control of any federal or state agency), or if the entire organization (or any portion that includes the Account) is bought by another organization, that organization (or agency) shall automatically become the trustee or custodian of the Account, but only if it is the type of organization authorized to serve as an HSA trustee or custodian. If the organization is not the type of organization authorized by law to serve as an HSA trustee or custodian, then the Owner must make arrangements to transfer the Account to another financial organization. If the Owner does not complete a transfer of the Account within thirty (30) days from the date the Custodian provides written notice, the Custodian has the right to transfer the Account assets to a successor HSA custodian or trustee that the Custodian chooses in its sole discretion, or the Custodian may distribute the Account to the Owner in a single sum by mailing a check to the Owner's last known address. The Owner is responsible for determining eligibility to roll over this amount to another HSA within thirty (30) days. The HSA Administrator may escheat this amount (transfer it) to the state of the Owner's last known residence under rules applicable to that state, if the check is not presented for payment within one hundred eighty (180) days of the date of distribution. The HSA Administrator will attempt to contact the Owner before escheating the funds. Once the funds are escheated, the Owner may be able to recover the funds from the state. The Owner agrees that neither the Custodian nor the HSA Administrator are responsible for any funds that are escheated to a state.

17.4 Liquidation of Assets. The Custodian has the right to liquidate assets in the Investment Portion of the Account if necessary, for example: (a) due to Owner's request(s) for one or more distributions via the portal for a maximum amount of cash plus investments (in which case the system will liquidate the assets needed to satisfy the distribution(s)); (b) to pay fees, expenses, taxes, penalties, or surrender charges properly chargeable against the Account; (c) when Owner's Cash Portion of the Account is lower than the cash balance threshold due to disbursements through Owner's HSA (through debit card swipes, bill pay, reimbursements to Owner, and so forth); (d) due to a request by Owner or the HSA Administrator to close the HSA; (e) due to escheatment; or (f) due to garnishment of wages. The Custodian will liquidate the Owner's investments in the same proportion as the investment holdings, and the Owner agrees not to hold the Custodian liable for any adverse consequences that may result from its decision to liquidate investments in this order. Due to market fluctuations during the time period for processing the distribution request, the Owner might not receive the total amount of the requested distribution.

17.5 Abandoned Accounts. The Account may be considered abandoned when there is no owner-generated activity (including, but not limited to, deposits, withdrawals, letters, phone calls, or address changes) for an extended period of time not longer than required under applicable law. In the event that the Custodian determines that the Account has been abandoned, the Custodian may close the Account and issue a check to the Owner's address on the HSA website account. Funds in abandoned Accounts may also be escheated (transferred) to the state of the Owner's last known residence if the Account is deemed abandoned under rules applicable to that state. The Custodian will attempt to contact the Owner before escheating the funds. Once the funds are escheated, the Owner may be able to recover the funds from the state. The Owner agrees that neither the Custodian nor the HSA Administrator are responsible for any funds that are escheated to a state.

If the Account balance is $25 or less for twenty-four (24) consecutive months as determined by the HSA Administrator, the HSA Administrator reserves the right to cancel the Account debit card and close the Account without notifying the Owner. If the Account was set up through the Owner's employer, and the Account balance is zero and employment with the employer has been terminated, the HSA Administrator has the right to close the Account immediately.

18. Indemnification.

The Owner agrees to indemnify, defend, and hold harmless the Custodian and its affiliates, successors, assigns, directors, agents, and employees from and against any and all losses, damages, claims, liabilities, penalties, judgments, settlements, litigation, investigation, costs, or expenses (including, without limitation, reasonable attorneys' fees and expenses) arising out of or in connection with (a) the Custodian's good faith

performance of this Agreement, except to the extent that such losses are determined by a court of competent jurisdiction through a final non-appealable order to have been caused by willful misconduct, bad faith, or fraud of such indemnitee; and (b) the Custodian's good faith following any instructions or directions from the Owner received in accordance with this Agreement.

19. Disclaimers.

19.1 The Account is not intended to constitute an "employee welfare benefit plan" or an "employee pension benefit plan" as defined by ERISA or any similar state or federal law. Regardless of the status of the Account under ERISA, neither the Custodian nor the HSA Administrator are a "plan administrator" or "plan sponsor" of the Account or of any arrangement or plan of which the Account is a part. The Custodian expressly disclaims responsibility for ERISA's participation, vesting, funding, reporting, disclosure, and fiduciary requirements as they may apply to the Account, including but not limited to any requirement to provide notices or election forms regarding continuation coverage under ERISA. The Custodian is not providing services to the Owner or the Account as a fiduciary under ERISA, under any comparable and applicable provisions of federal, state, or local law, or under the Investment Advisor's Act of 1940, and nothing in this Agreement shall be construed as conferring fiduciary status upon the Custodian (except solely as is required by applicable law to maintain nonbank trustee status). If and to the extent that the Account is deemed to be part of an arrangement or plan subject to ERISA, including any determination that the Account is subject to ERISA's continuation coverage requirements, this agreement may be amended or terminated at the Custodian's sole discretion as of the effective date of such determination or on such later date, as the Custodian deems appropriate.

19.2 The Custodian has no duty to determine whether the Owner's contributions or distributions comply with the Code, Treasury Regulations, IRS Rulings, or this Agreement. In no event shall the Custodian be responsible to determine if contributions made by the Owner's employer to the Account, if applicable, meet the requirements for comparable contributions, the rules of which are set forth in the Code and IRS published guidance.

19.3 The Custodian will maintain all confidential information in accordance with all applicable banking laws and regulations. The Account established by this Agreement, however, is not intended to be a "health plan" or other "covered entity" as defined by regulations interpreting HIPAA. The Custodian does not have access to personal health information and expressly disclaims responsibility for the duties imposed upon covered entities or its business associates under HIPAA.

19.4 HSAs are personal health savings vehicles rather than group employee benefits. Although with respect to the Account, the Owner's employer, if applicable, may have agreed to forward contributions through its payroll system to the HSA Administrator for contribution to the Account, the Owner is not restricted from moving funds to another HSA custodian or trustee (but the employer, if applicable, is not required to forward payroll contributions to another HSA provider).

19.5 Some states and localities may have tax laws that are different from the federal laws for HSAs. The Owner is responsible for consulting with tax or legal advisors with questions about state and local laws that may affect the Account.

19.6 Custodian shall have no liability for any funds prior to receipt by Custodian or not under Custodian's custody or control.

19.7 The Custodian will be released without any liability on its part from the performance of its obligations hereunder, to the extent such performance is prevented by a major unforeseen event or condition not reasonably within the control of the Custodian that prevents, delays, hinders, or adversely affects, in whole or in material part, the performance of its obligations or that renders the performance of such obligations so difficult or costly as to make such performance commercially unreasonable. For purposes of this provision, major

unforeseen events or conditions include but are not limited to earthquake, fire, blizzard, flood, tornado, or any other adverse weather condition; pandemic or epidemic; military operation; acts or threatened acts of terrorism (whether foreign or domestic in origin); computer failure; interruption in telephone, internet, or the world wide web services; electrical outage; national emergency; labor shortage, civil unrest, or riot; or the order of any government agency or acting government authority or any other cause beyond the Custodian's reasonable control whether similar or dissimilar to the foregoing causes.

20. Privacy.

The Custodian has policies and procedures in place designed to maintain the confidentiality of the Owner's personal information. The Custodian collects, processes, discloses, and safeguards the Owner's personal information in accordance with its Notice of Privacy Practices, which can be viewed online at https://www.wexinc.com/wex- custodian-services/, as well as with its Privacy Policy, which can be viewed online at https://www.wexinc.com/wex- custodian-services/. All personal information furnished by the Owner in connection with the Account is subject to the terms of the Custodian's Privacy Policy and Annual Notice of Privacy Practices. By executing this Agreement through acceptance of its terms below, the Owner acknowledges receipt of the Privacy Policy and agrees to receive future notices of any updates through the Account website.

21. Sweep Disclosure Notification.

As set forth under this Agreement, the Owner may make contributions to the Account. Based on the value of the Account and minimum amounts defined under this agreement, funds may be moved between the Cash Portion and Investment Portion of the Account. These funds may either be in a deposit account at a financial institution selected by Custodian or an investment account at an outside investment company, at the Owner's direction.

If the Owner directs that the funds be in a deposit account with the Custodian, then these funds will be deposited with a financial institution and insured by the FDIC-insured up to the then-current limit. In the event the Custodian fails, the Owner will be a secured creditor of the Custodian to the extent of the FDIC deposit insurance limits. If the funds are in excess of the FDIC deposit insurance limits, the Owner will be an unsecured creditor with respect to the excess.

If the Owner directs that the funds be at an outside investment company, then these funds are not considered a deposit account with the Custodian and are not FDIC insured. In the event the Custodian fails, these funds will remain the Owner's separate funds at the outside investment company and are subject to the provisions of the outside investment company's oversight.

By executing this Agreement, the Owner acknowledges receipt of the Sweep Disclosure Notification and agrees to receive future notices of any updates to the Sweep Disclosure Notification at https://www.wexinc.com/wex-custodian- services/ or in this Agreement, which is available on the Owner's HSA website account, and to review the Sweep Disclosure Notification no less frequently than annually.

22. Notice.

The Owner consents to and agrees that all notices, and documentation, and other information related to the Account, including with respect to the Investment Account, if applicable, will be made available to the Owner through the HSA Administrator's website and/or delivered to the Owner via e-mail. All notices to the Custodian should be mailed to:

WEX Inc.
Attn: HSA Custodial
Operations 97 Darling
Avenue
South Portland, ME 04106

Any notice to be given to the Owner regarding the Account will be considered effective when the Custodian makes it available to the Owner through the HSA Administrator's website and/or delivers it to the Owner via e-mail or mails it to the last address that the Custodian has for the Owner in the Custodian's records. Any notice to be given to the Custodian will be considered effective when the Custodian has received it and had reasonable time to act upon it. The Owner must notify the Custodian of any change of address as soon as possible. Upon the Owner's written request, the Custodian will deliver to the Owner any required notice at the most current address the Custodian has in its records. The Owner must notify the HSA Administrator in writing of any changes of address by (a) completing the change of address form and mailing it to the HSA Administrator; or (b) making the change through the HSA Administrators website.

23. Choice of Law.

This Agreement is subject to all applicable federal and state laws and regulations. If it is necessary to apply any state law to interpret and administer this Agreement, the law of the State of Delaware will govern. If any part of this agreement is held to be illegal or invalid, the remaining parts shall not be affected. Neither the Owner's nor the Custodian's failure to enforce at any time or for any period of time any of the provisions of this Agreement shall be construed as a waiver of such provisions or the Owner's right or the Custodian's right thereafter to enforce each and every such provision.

24. Amendments.

The Custodian has the right to amend this Agreement at any time. Any amendment the Custodian makes to comply with federal or state law does not require the Owner's consent. The Owner will be deemed to have consented to any other amendment unless, within thirty (30) days from the date of notice of the amendment, the Owner notifies the HSA Administrator in writing that the Owner does not consent. The Custodian reserves the right, at its discretion, to notify the Owner of any amendments by posting notice of the amendment on the HSA website account or sending a notice of the amendment via email or U.S. Mail. If a notice regarding an amendment to this Agreement is posted on the Owner's HSA website account or sent via email or U.S. Mail, it will be considered effective when posted on the Owner's HSA website account or sent to the Owner at the last electronic or other mailing address maintained for the Owner by the Owner's HSA Administrator in its records.

25. Integration with Other Provisions.

Notwithstanding any other section that may be added or incorporated in this Agreement, the provisions of Sections 1 through 25 are controlling. Any additional section in this Agreement that is inconsistent with Section 223 of the Code or IRS published guidance will be void.

Exhibit D – Business Associate Agreement

This Business Associate Agreement (the "**BAA**"), effective on the last signature date below, is incorporated into and made part of the **[Employer Services Agreement] (**the "**Agreement**") by and between County of Nevada ("**Covered Entity**") and Voya Benefits Voya, LLC ("**Voya**"). Covered Entity and Voya may be referred to individually as a "**Party**" or collectively as the "**Parties**."

WHEREAS, Covered Entity and Voya have entered the Agreement dated 09/01/2021 in connection with which Voya is required to provide assurances that Voya will appropriately safeguard all health information protected under the Privacy Rule and Security Rule (as defined below) that is disclosed by, or created or received by, Voya on behalf of such Covered Entity;

NOW, THEREFORE, and in consideration for the mutual benefit provided to each Party under the Agreement, the Parties agree as follows:

1. **BACKGROUND AND PURPOSE**. The Parties have entered into, and may in the future enter into, one or more written agreements, that require Voya to create, receive, maintain and/or transmit "protected health information" (the "**Underlying Contract(s)**"), as the term is defined under 45 C.F.R. § 160.103 but is limited to the protected health information that Voya creates, receives, maintains, or transmits from or on behalf of the Covered Entity as the Covered Entity's "Business Associate" as defined at 45 C.F.R. § 160.103 ("**PHI**"). Such PHI is subject to protection under the Health Insurance Portability and Accountability Act of 1996, as amended ("**HIPAA**"), Title XIII, Subtitle D, of the American Recovery and Reinvestment Act of 2009 (P.L. 111-5), known as the Health Information Technology for Economic and Clinical Health Act, as amended (the "**HITECH Act**"), and the implementing regulations for HIPAA and the HITECH Act, including, without limitation, the Standards for Privacy of Individually Identifiable Health Information, set forth at 45 C.F.R. Part 160 and Part 164 (Subparts A and E) (the "**Privacy Rule**"), the Security Standards for the Protection of Electronic Protected Health Information, set forth at 45 C.F.R. Part 160 and Part 164 (Subparts A and C) (the "**Security Rule**"), the Standards for Electronic Transactions, set forth at 45 C.F.R. Parts 160 and 162 (the "**Electronic Transactions Rule**"), and the Breach Notification for Unsecured Protected Health Information, set forth at 45 C.F.R. Parts 160 and 164 (Subpart D) (the "**Breach Notification Rule**"), as such implementing regulations may have been or may in the future be amended from time to time (the Privacy Rule, the Security Rule, the Electronic Transactions Rule and the Breach Notification Rule, as amended from time to time, are referred to collectively as the "**Rules**") (HIPAA, the HITECH Act, and the Rules, collectively, the "**HIPAA Laws**").

This BAA shall supplement and/or amend the Agreement only with respect to Voya's Use, Disclosure, and creation of PHI under the Underlying Contract(s) to allow Covered Entity to comply with the HIPAA Laws. Except as so supplemented and/or amended, the terms of the Agreement shall continue unchanged and shall apply with full force and effect to govern the matters addressed in this BAA and in the Agreement.

DEFINITIONS. Unless otherwise defined in this BAA, all capitalized terms used in this BAA have the meanings given in the HIPAA Laws.

2. **VOYA'S OBLIGATIONS WITH RESPECT TO PHI**.

2.1 Permitted Uses and Disclosures of PHI. Except as otherwise specified in this BAA, Voya may make any and all Uses and Disclosures of PHI necessary to perform its obligations under the Underlying Contract(s), or as Required by Law. Unless otherwise limited herein, Voya may, as a Business Associate of Covered Entity:

(a) Provide Data Aggregation services relating to the Health Care Operations of the Covered Entity;

(b) Use or Disclose PHI as Required by Law;

(c) De-identify any and all PHI obtained by Voya under this BAA in accordance with the de-

identification requirements of the Privacy Rule guidance issued by the Secretary from time to time, and use and disclose such de-identified data for any of Voya's purposes in a manner solely determined by Voya, for an indefinite period including beyond the termination of this BAA or the Underlying Contract. This BAA shall not apply to such de-identified data, the de-identified data will cease to be considered the confidential information or property of the Covered Entity including pursuant to any Underlying Contract.

(d) Use or Disclose PHI for the proper management and administration, such as audits and for other compliance requests from federal or state agencies, of Voya or to carry out the legal responsibilities of Voya, pursuant to 45 C.F.R. §164.504(e)(4), provided that (i) such Use or Disclosure is Required by Law, (ii) Voya obtains reasonable assurances from the person or entity which does not qualify as a subcontractor that is a Business Associate under the Rules and to which Voya discloses PHI for such purposes permitted under this Section 3.1(d) that such PHI will be held confidentially, Used or further Disclosed only as required by law or the purpose for which it was disclosed to such person or entity, and that such third party shall notify Voya of any instances of which the third party is aware in which the confidentiality of the PHI received pursuant to this provision has been or third party reasonably believes has been breached.

Under no circumstances may Voya Use or further Disclose PHI in a manner that would violate the HIPAA Laws if done by the Covered Entity.

2.2 Voya's Obligations. With regard to its Use and/or Disclosure of PHI, Voya agrees to:

(a) Use or Disclose only the minimum necessary PHI to perform or fulfill a specific function required or permitted hereunder, in accordance with the HIPAA Laws as stated in 45 CFR 164.502(b) and 45 CFR 164.514.

(b) Not Use or Disclose PHI other than as permitted or required by this BAA or as Required By Law.

(c) Use appropriate safeguards and with respect to PHI transmitted by or maintained in Electronic Media, comply with subpart C of 45 C.F.R. Part 164 regarding provisions of the Security Rule applicable to such information, to prevent the Use or Disclosure of PHI other than as provided for by this BAA.

(d) Ensure that any subcontractor that is a Business Associate, as included in the definition of Business Associate at 45 C.F.R. 160.103, (each a "Subcontractor") enters into an agreement or similar arrangement which complies with the HIPAA Laws requirements for agreements between "Business Associates" and "Covered Entities", as each term is used under the HIPAA Laws, and subject to restrictions and limitations at least as restrictive as those imposed upon Voya in this BAA.

(e) Within thirty (30) days of receiving a written request from Covered Entity, make available to the Covered Entity such PHI necessary for Covered Entity to comply with its obligations under 45 C.F.R. § 164.524 in responding to an Individual's request for access to his or her PHI where Voya maintains PHI in a Designated Record Set. In the event any individual requests access to PHI directly from Voya, Voya shall within ten (10) business days forward such request to Covered Entity. Any denials of access to the PHI requested shall be the exclusive responsibility of the Covered Entity.

(f) Within thirty (30) days of receiving a written request from Covered Entity, make available to the Covered Entity such PHI necessary for Covered Entity to comply with its obligations under 45 C.F.R. § 164.526 in responding to an Individual's request for amendment and Voya shall incorporate any amendments to the PHI as directed or instructed by Covered Entity in accordance with 45 C.F.R. § 164.526 where Voya maintains PHI in the Designated Record Set. In the event any Individual requests an amendment to PHI directly from Voya, Voya shall within ten (10) business days forward such request to Covered Entity.

(g) Within forty-five (45) days of receiving a written request from Covered Entity, make available to the Covered Entity the information required for the Covered Entity to provide an accounting of disclosures of PHI as required by the Privacy Rule. In the event the request for an accounting is delivered directly to Voya, Voya shall within thirty (30) business days forward such request to the Covered Entity. Voya shall retain its records regarding Uses and Disclosures of PHI that are required to be maintained in a Designated Record Set for no less than six (6) years following the termination of this BAA.

(h) To the extent that Voya carries out Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Voya shall comply with the HIPAA Laws that apply to the Covered Entity in performance of such obligation(s), as required under 45 C.F.R. § 164.504(e)(2)(ii)(H).

(i) Promptly notify the Covered Entity of Voya's receipt of any request for production or subpoena of PHI, in connection with any governmental investigation or governmental or civil proceeding. If the Covered Entity decides to challenge the validity of or assume responsibility for responding to such request or subpoena, Voya shall reasonably cooperate with the Covered Entity in connection therewith.

(j) Make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary for purposes of determining Covered Entity's compliance with the HIPAA Laws.

(k) Use reasonable commercial efforts to mitigate any harmful effect that is known to Voya of a Use or Disclosure of PHI by Voya in violation of the requirements of this BAA.

(l) Voya agrees to use appropriate safeguards to prevent any unauthorized or unlawful Use, access or Disclosure of the PHI, including but not limited to any Use, access or Disclosure not provided for by this BAA. Voya shall implement administrative, physical and technical safeguards required by the HIPAA Laws and comply with the policies, procedures and documentation requirements of the Security Rule.

(m) Report promptly and without unreasonable delay to Covered Entity any Use or Disclosure of PHI not provided for or permitted by this BAA and any Breach or Successful Security Incident, but in no event no more than sixty (60) days after it is discovered. Such notification shall include the information required under 45 C.F.R. § 164.410. "Successful Security Incident" shall mean any Security Incident that results in the unauthorized use, access, disclosure, modification or destruction of electronic PHI.

3. **OBLIGATIONS OF COVERED ENTITY**.

3.1 Covered Entity agrees to timely notify Voya, in writing, of any arrangements of the Covered Entity including any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR § 164.520 that may impact in any manner the Use and/or Disclosure of that PHI by Voya under this BAA.

3.2 Covered Entity further agrees not to request Voya to Use or Disclose PHI in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by the Covered Entity, except to the extent that Voya will use or disclose Protected Health Information for the management and administration and legal responsibilities of the Voya.

3.3 Covered Entity shall notify Voya of any changes in, or revocation of, the permission by an Individual to Use or Disclose his or her Protected Health Information, to the extent that such changes may affect Voya's Use or Disclosure of Protected Health Information.

3.4 Covered Entity shall notify Voya of any restriction on the Use or Disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Voya's Use or Disclosure of Protected Health Information.

3.5 Covered Entity shall disclose to Voya only the minimum amount of Protected Health Information necessary to allow Voya to fulfill its obligations to Covered Entity under the Underlying Contract.

4. **TERM.** This BAA shall commence as of the Effective Date and expire, unless earlier terminated pursuant to Section 6 hereof, at such time as the Underlying Contract(s) is terminated or expires and Voya returns or destroys PHI in accordance with the terms of this BAA.

5. **TERMINATION**. Should a Party become aware of a material breach of this BAA, including without limitation a pattern of activity or practice that constitutes a breach of a material term of this BAA, the non-breaching Party shall provide the breaching Party with written notice of such breach in sufficient detail to enable the breaching Party to understand the specific nature of the breach. The non-breaching Party shall be entitled to immediately terminate this BAA and the Underlying Contract associated with such breach if, after the non-breaching Party provides such notice of breach to the breaching Party, the breaching Party fails to cure the breach within a reasonable time period not to exceed thirty (30) days from the breaching Party's receipt of such notice; provided, however, the non-breaching Party shall have the discretion to agree to such longer cure period based on the nature of the breach involved and subject to the HIPAA Laws.

6. **RETURN OR DESTRUCTION OF PHI**. Upon the expiration or termination of this BAA and/or the Underlying Contract(s), Voya, with respect to PHI received from Covered Entity, or created, maintained or received by Voya on behalf of Covered Entity, including any and all PHI in the possession of Voya's Subcontractors and such third parties permitted to receive such PHI under and in accordance with the terms of this BAA and the HIPAA Laws, shall:

(a) Retain only that PHI which is necessary for Voya to continue its proper management and administration or to carry out its legal responsibilities;

(b) Return to Covered Entity or destroy, as agreed to by Covered Entity, the remaining PHI that Voya still maintains in any form;

(c) Continue to use appropriate safeguards and comply with the Security Rule with respect to PHI transmitted by or maintained in Electronic Media to prevent Use or Disclosure of the PHI, other than as provided for in this Section, for as long as Voya retains the PHI;

(d) Not Use or Disclose the PHI retained by Voya other than for the purposes for which such PHI was retained and subject to the same conditions set forth in Section 2 hereof which applied prior to termination;

(e) Return to Covered Entity or destroy, as agreed to by Covered Entity, the PHI retained by Voya when it is no longer needed by Voya for its proper management and administration or to carry out its legal responsibilities; and

(f) Where the return or destruction of PHI is infeasible, Voya shall notify Covered Entity in a writing of sufficient specificity of the circumstances which make such return or destruction infeasible, and upon acceptance and agreement by Covered Entity, Voya shall continue to extend the protections of this BAA to such PHI and limit further use or disclosure of PHI to those purposes which make the return or destruction infeasible, for as long as Voya retains the PHI.

7. **MISCELLANEOUS**.

7.1 Survival. The respective rights and obligations of Voya and Covered Entity under this BAA which by their nature shall survive this BAA shall survive the expiration or termination of this BAA indefinitely, including without limitation Section 6.

7.2 Interpretation. The terms of this BAA shall prevail in the case of any conflict with the terms of any Underlying Contract to the extent necessary to allow Covered Entity to comply with the HIPAA Laws. Any ambiguity in this BAA shall be resolved in favor of a meaning that permits Covered Entity and Voya to comply with the HIPAA Laws. The citations to the HIPAA Laws in several paragraphs of this BAA are for reference only and

shall not be relevant in interpreting any provision of this BAA.

7.3 No Third Party Beneficiaries. Nothing in this BAA shall confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

7.4 Amendment. This BAA constitutes the entire agreement between the Parties with respect to PHI, and may not be modified, nor will any provision be waived or amended, except in a writing duly signed by authorized representatives of the Parties.

7.5 Waiver. A waiver with respect to one event will not be construed as continuing, or as a bar or waiver of any right or remedy as to subsequent events.

7.6 Changes in the HIPAA Laws. To the extent that any relevant provision of the HIPAA Laws is materially amended in a manner that changes the obligations of Voya or Covered Entities, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to those revised obligations.

7.7 Governing Law. The Parties hereby agree that this BAA shall be governed by, and in construed in accordance with, the laws of Connecticut, without giving effect to its conflicts of laws principles, and the Parties hereby submit themselves to the jurisdiction and venue of the federal and state courts of Connecticut.

7.8 Regulatory References. A reference in this BAA to a section of the Code of Federal Regulations, the Privacy Rule, the Security Rule, or to another section of HIPAA means the section, as amended from time to time.

7.9 Notices. All notices and communications required by this BAA shall be in writing. Such notices and communications shall be given in one of the following forms: (i) by delivery in person; (ii) by a nationally-recognized, next-day courier service; (iii) by first-class, registered or certified mail, postage prepaid; or (iv) by electronic mail to the address that each party specifies in writing.

7.10 Confidentiality. The terms of this BAA shall remain confidential except as described hereunder and in the Underlying Contract, except that Voya may disclose the terms of this BAA to entities that Voya reasonably believes are other Business Associates of Covered Entity.

7.11 Severability. The invalidity or unenforceability of any provisions of this BAA shall not affect the validity or enforceability of any other provision of this BAA or the Underlying Contract, which shall remain in full force and effect

7.12 Construction and Interpretation. The section headings contained in this BAA are for reference purposes only and shall not in any way affect the meaning or interpretation of this BAA. This BAA has been negotiated by the parties at arm's-length and each of them has had an opportunity to modify the language of the BAA. Accordingly, the BAA shall be treated as having been drafted equally by the parties, and the language shall be construed as a whole and according to its fair meaning. Any presumption or principle that the language is to be construed against any party shall not apply. This BAA may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

7.13 Entire Agreement. This BAA constitutes the entire and full agreement between the Parties with respect to the subject matter hereof and supersedes and replaces any previous version of this agreement.

IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed in its name and on its behalf.

County of Nevada (Covered Entity) By:_____ Print Name: Print Title: Date:	**Voya Benefits Company, LLC** By:_____ Print Name: Print Title: Date:

COBRA AND DIRECT BILL QUESTIONNAIRE

Voya Benefits Company, LLC
A member of the Voya® family of companies
Customer Service: PO Box 929, Manchester NH, 03105
Phone: 833-232-4673; Fax: 855-370-0670; Email: voyasupport@voya.benstrat.com

COBRA Administration offered by Voya Benefits Company, LLC (in New York, doing business as Voya BC, LLC). Administration services provided by WEX Health, Inc. and Benefit Strategies, LLC.

Choose Benefits elected to be offered. *(Select all that apply.)*: ☑ COBRA ☑ Direct Bill (i.e. Retiree, Leave of Absence) ☐ New Hire Notification

SECTION 1: COMPANY INFORMATION

Company Name County of Nevada
DBA Name
Tax Identification Number (TIN) 94-6000526 EB Group Number 716405 Industry Type
Mailing Address 950 Maidu Ave City Nevada City State NV ZIP 95959
Total Number of Employees 730 Number of Benefit Eligible Employees 730 Number of Benefit Eligible Employees without email
What is your eligibility and waiting period requirements for new employees? Number of days up to 30 Minimum hours 20 per week
Effective Date *(Select one.)*: ☐ First Day Following Completion of Waiting Period ☑ First of Month Following Completion of Waiting Period

SECTION 2: COMPANY CONTACTS *(Only the individuals listed below will be authorized to communicate with our Client Services team.)*

Primary Employer Contact *(This contact will have access to the Employer Portal.)*
Name *(First)* Nancy *(Last)* Haffey
Email nancy.haffey@co.nevada.ca.us Phone (530) 265-7189 Ext.

Secondary Employer Contact *(This contact will have access to the Employer Portal.)*
Name *(First)* Cindy *(Last)* Hunt
Email cindy.huntHR@co.nevada.ca.us Phone (530) 470-2754 Ext.

Financial Contact
Contact Type *(Select all that apply.)*: ☑ Admin Fees ☑ Claims Funding ☐ Other
Name *(First)* Cindy *(Last)* Hunt
Email cindy.huntHR@co.nevada.ca.us Phone (530) 470-2754 Ext.

Financial Contact
Contact Type *(Select all that apply.)*: ☑ Admin Fees ☑ Claims Funding ☐ Other
Name *(First)* Patrick *(Last)* Cotton
Email patrick.cotton@co.nevada.ca.us Phone (530) 265-1567 Ext.

Financial Contact
Contact Type *(Select all that apply.)*: ☐ Admin Fees ☐ Claims Funding ☐ Other
Name *(First)* *(Last)*
Email Phone ( ) Ext.

Contact Type *(Select one.)*: ☑ Consultant/Broker ☐ Technical ☐ Other
Name *(First)* Stacey *(Last)* Comerchero
Email scomerchero@keenan.com Phone (916) 859-7160 Ext. 4281

SECTION 3: DIVISION SETUP *(If applicable.)*

Do you want divisions setup for reporting purposes? . . . . . ☐ Yes ☑ No

SECTION 4: PLAN AND RATE INFORMATION

What is the average number of COBRA qualifying events that occur annually? 75

Number of Current COBRA Enrollees 3 Number of Current Direct Bill Enrollees 500

Complete the rate and plan detail sheet for all COBRA plans.

SECTION 5: TAKEOVER INFORMATION

Prior Administrator Information

Administrator Name BASIC COBRA

Contact Name *(First)* Autumn *(Last)* Neitzel-Nelson

Email aneitzel-nelson@basiconline.com Phone (800) 444-1922 Ext.

What date will the Prior Administrator:

Process all qualifying events by? 08/31/2021

Generate mail all COBRA offers by? 08/31/2021

Process all elections by? 08/31/2021

Accept payments received through? 08/31/2021

Where will the Prior Administrator send election forms received after the last processing date indicated above? *(Select one.)*

☐ Voya ☑ Client ☐ Back to Participant

What date should Voya accept payment through for the first month due during transition? (**Note:** Carrier termination will still happen timely, but if reinstatement Is needed, It will be sent upon payment receipt.) 11/30/2021

Who will be providing Voya with the takeover template? *(Select one.)* ☐ Prior Administrator ☐ Client ☑ Broker

What dates will you be providing the takeover and paid through information? Client/Broker

First File 8/15/21 (manual template) Second File 9/1/2021 (file feed)

Note: The second file should only be changes that have occurred since the first file was sent.

SECTION 6: ONGOING ELIGIBILITY INFORMATION

How will you be sending COBRA qualifying events? ☑ File ☐ Employer Portal

How will you be sending Direct Bill events? ☑ File ☐ Employer Portal

How will you be sending New Hire Notification events? ☑ File ☐ Employer Portal

If by file, provide file contact information.

Files will be sent from *(Select one.)*: ☐ Client ☑ Vendor

Contact Name *(First)* Sabrina *(Last)* Nava

Email snava@keenan.com Phone (310) 212-0363 Ext. 3522

Note: Testing must be completed prior to the Go Live date. A member of our Data Services team will reach out to schedule testing discussions and SFTP setup.

Questions? Call Customer Service at 833-232-4673 (Live customer support 24x7).

Signature _____ Date _____

SECTION 7: FUNDING AGREEMENT AND INSTRUCTIONS

Voya Financial has different funding options available for our various services. We ask that our clients choose options that are convenient for them and ensure timely payment.

SECTION 7.1: ADMINISTRATIVE FEES

On a monthly basis, you will be billed your monthly administrative fees. Indicate which method you would like to use for paying administrative fee invoices. You will be emailed your invoice and applicable backup regardless of method selected. Additional administrative fees that will be invoiced with this method include, but are not limited to, initial setup and annual review.

Includes set-up, renewal, and monthly administative fees.

Select one.	Payment Due
☐ Auto Debit	Voya Financial will automatically debit client's account within 15 days of invoice date.
☑ ACH / Check	Client will send payment to Voya Financial within 15 days of invoice date.

SECTION 7.2: COBRA / DIRECT BILL DISBURSEMENT

On a monthly basis Voya Financial will disburse to you the fully allocated premiums that have been paid to us. Indicate how you wish to receive disbursement. Remittance reporting indicating the breakdown of the disbursement is made available via your employer portal.

Select one.	Payment Due
☐ Auto Credit	Funds credited to your bank account around the 15th of the month.
☑ Check	Mailed by the 10th.

SECTION 7.3: AUTO DEBIT / CREDIT BANK ACCOUNT(S)

If you chose Auto Debit and/or Auto Credit at all in Sections 1 - 2, provide the banking information for the account(s) you wish to have funds pulled from. If you wish to use multiple accounts, be sure to check off which bank account should be used for which invoice type.

Bank Account 1

Bank Routing Number *(9 digits)* _____ Bank Account Number _____

Bank Name _____ Bank Account Type: ☐ Checking ☐ Savings

Bank Address _____

City _____ State _____ ZIP _____

Use for Invoice Type *(Select all that apply.)*: ☐ Administrative Fees ☐ COBRA / Direct Bill Disbursement

Bank Account 2 *(If applicable.)*

Bank Routing Number *(9 digits)* _____ Bank Account Number _____

Bank Name _____ Bank Account Type: ☐ Checking ☐ Savings

Bank Address _____

City _____ State _____ ZIP _____

Use for Invoice Type *(Select all that apply.)*: ☐ Administrative Fees ☐ COBRA / Direct Bill Disbursement

AUTHORIZATION AND SIGNATURE

I authorize Voya Financial and the financial institution listed above to initiate debit entries or adjustments as needed to the accounts listed above. This authorization will remain in effect until Voya Financial has received written notification from us of its change or termination at such time and manner as to afford Voya Financial and the financial institution a reasonable opportunity to act on it.

Primary Contact Signature Steve Rose Digitally signed by Steve Rose Date: 2021.07.22 16:17:31 -07' 00 Date 07/22/2021

Primary Contact Name *(First)* Steven *(Last)* Rose

Title HR Director

Comments / Notes

SECTION 7.4: AUTOMATED CLEARING HOUSE (ACH) PAYMENT BANK ACCOUNTS

If you choose to send payments via ACH, use the appropriate bank account for the type of invoice you are paying, as listed in this section.
IMPORTANT: Administrative Fees will be reflected within the Fee Funding Agreement on the employer portal, and should use the "Administrative Fees" bank account. All other invoice numbers will begin with a letter and should use the "Claims Funding" bank account.

Voya Financial bank accounts are through Northway Bank in Berlin, NH. The account numbers are as follows.:

Administrative Fees	Claims Funding
Routing Number: 011700425 Account Number: 5252350 ACH ID Admin Fees: 6260003294	Routing Number: 011700125 Account Number: 8049246 ACH ID Claims: 0260003294

If paying by ACH, email finance@voya.benstrat.com with payment details.

DEFINITION KEY

Auto Debit - Voya Financial will pull funds directly from the bank account you indicate. This is also referred to as EFT.

ACH Payment - Voya Financial will send you an invoice and you must initiate a transfer of funds from the bank account of your choice to the applicable Voya Financial bank account.

Check - Voya Financial will send you an invoice and you must mail a check to the address indicated on the invoice.