

AGENDA PLACEMENT FORM

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: _____

COMMISSIONERS COURT

Meeting Date: 7/10/23

JUL 10 2023

Submitted By: _____

Approved

Department/Office: Personnel Department

Signature of Director/Official: _____

Agenda Title:

Consideration of RFP 2023-223 for Medical – Self Funded, Pharmacy, Stop Loss, Dental,
Life, Vision, Voluntary Benefits, COBRA, ACA Reporting, Benefit Administration Portal;
PlanSource Benefits Administration, Inc. End User Services Agreement and Johnson County

Public Description (Description should be 2-4 sentences explaining to the Court and the public what action is recommended and why it is necessary):

Contract Terms Addendum to PlanSource Benefits Administration, Inc. End
User Services Agreement **Contract for "software as a service",
communications portal and certain employee insurance and benefits
administration services

(May attach additional sheets if necessary)

Person to Present: Randy Gillespie

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) PUBLIC CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: _____ minutes

Session Requested: action (Action Item, Workshop, Consent, Executive)

Check All Departments That Have Been Notified:

County Attorney IT Purchasing Auditor

Personnel Public Works Facilities Management

Other Department/Official (list) _____

**Please Inter-Office All Original Documents to County Judge’s Office Prior to Deadline
& List All External Persons Who Need a Copy of Signed Documents
In Your Submission Email**



**End User Services Agreement
Order Form # Q-55381**

This Order Form constitutes a commitment, subject to the terms and conditions of the End User Services Agreement (the "Agreement") between PlanSource and End User, effective as of the Order Form Effective Date below, including any additional terms and conditions contained herein. In the event of any direct conflict between the terms of this Order Form and the terms of the Agreement, the terms of this Order Form shall control. By signing this Order, End User agrees to all the terms of the Agreement, including the terms set forth herein.

ORDER FORM DETAILS

End User:	Johnson County of Texas	End User Address:	106 East Kilpatrick, Cleburne, Texas 76031 United States
Order Form Effective Date:	June 29, 2023	Order Form Initial Term:	36 Months
Payment Terms:	Due on receipt	Invoicing Frequency:	Product Frequency
Automatic Renewal:	Yes		
Total Platform Setup Fees:	USD 17,000.00	Total Platform Subscription Fees:	USD 37,857.00
Total Benefit Service Setup Fees:	USD 3,710.00	Total Benefit Services Fees:	USD 31,866.00
Fulfillment Print Services Fees:	USD 0.00		

PLATFORM SUBSCRIPTION FEES

The Benefits Platform Subscription Fees will apply if you no longer qualify for PlanSource Boost Program pricing.

Product	Quantity	Price	Price Per Unit Basis	Frequency	First Billing Month
Benefits Platform Subscription Fees	760	USD 3.90	Benefits Eligible Employees	Monthly	July 2023
ACA Measurement & Reporting	760	USD 0.25	Per Employee	Monthly	July 2023
ACA State Reporting	760	USD 0.00	Per Employee	Monthly	July 2023
DecisionIQ	760	USD 0.00	Benefits Eligible Employees	Monthly	July 2023
Benefits Platform Monthly Subscription Fees for Benefits-Ineligible Employees	1	USD 0.75	Ineligible employees	Monthly	July 2023
DependentIQ (SaaS Only)	760	USD 0.00	Benefits Eligible Employees	Monthly	July 2023
InsightsIQ	760	USD 0.00	Benefits Eligible Employees	Monthly	July 2023
Unlimited Text Messaging	760	USD 0.00	Per Employee	Monthly	July 2023
Benefits Platform Subscription Fees - Boost Program Price	760	USD 3.90	Benefits Eligible Employees	Monthly	July 2023

PLATFORM SETUP FEES

Product	Quantity	Price	Price Per Unit Basis	Frequency	First Billing Month
DecisionIQ Implementation	1	USD 0.00	Flat Fee	One-Time	July 2023
DependentIQ Implementation (SaaS Only)	1	USD 0.00	Flat Fee	One-Time	July 2023
Core+ Launch	1.00	USD 12,000.00	Flat Fee	One-Time	July 2023
ACA Launch	1	USD 0.00	Flat Fee	One-Time	July 2023
Data Integration with Insurance Carrier	3	USD 2,500.00	Flat Fee	One-Time	July 2023
Data Integration Medical File for Boost Customer	2	USD 0.00	Flat Fee	One-Time	July 2023
Data Integration with HCM/Payroll Provider	1	USD 2,500.00	Flat Fee	One-Time	July 2023

Payment Terms:

One-time Product Set Up Fees are invoiced on the Order Form Effective Date and payable upon receipt of an invoice.

BENEFIT SERVICES SUBSCRIPTION FEES

Product	Quantity	Price	Price Per Unit Basis	Frequency	First Billing Month
COBRA Administration	760	USD 0.75	Benefits Eligible Employees	Monthly	July 2023
Retiree Billing	1	USD 4.50	Per Participant Per Month	Monthly	July 2023
HSA Administration	187	USD 3.00	Per Enrolled (HSA)	Monthly	July 2023
Employee Contact Center	760	USD 2.00	Benefits Eligible Employees	Monthly	July 2023

BENEFIT SERVICES SETUP FEES

Product	Quantity	Price	Price Per Unit Basis	Frequency	First Billing Month
Retiree Launch	1	USD 0.00	Flat Fee	One-Time	July 2023
COBRA Administration Launch	1	USD 1,710.00	Flat Fee	One-Time	July 2023
HSA Launch	1	USD 0.00	Flat Fee	One-Time	July 2023
Employee Contact Center Launch	1	USD 2,000.00	Flat Fee	One-Time	July 2023

Payment Terms:

One-Time Benefit Services Setup Fees are invoiced as of the Order Form Effective Date and payable upon receipt of an invoice.



Services purchased under an Order Form are non-cancelable and non-refundable. The parties will execute a subsequent Order(s) for any add-on orders that will supplement and co-term with the originating Order. For the avoidance of doubt, "Minimum Amount Due" as set out in the Order means before Go-Live, PlanSource will invoice End User based on the quantities (the "Minimum Count"). After Go-Live, PlanSource will invoice End User the greater of the actual monthly employee count on the Platform or the Minimum Count. "Go Live" means the time when the platform is available for use by End User and its employees. Notwithstanding the foregoing, PlanSource, at its reasonable discretion, may, at any time post-Go-Live, review, determine, set, or modify the Minimum Count based on End User's actual billable lives on the Platform (each a "Minimum Count Adjustment"). PlanSource reserves the right to make the Minimum Count Adjustment on an annual basis at any time during each contract year, upon reasonable notice to End User. Any modifications to the Minimum Count Adjustment will be effective upon notice to End User and any existing Order will be deemed amended for this purpose as of the notification date.

In addition to the fees in this Order Form, PlanSource will charge an out of scope fee of \$175 per hour for any services or additional resources not outlined herein. The amount of time required for out of scope services is determined based on the project's scope. Additional fees may apply based on project complexity. PlanSource will invoice any out of scope fees in the month following the month in which PlanSource provides the services. Out of scope fees are payable upon receipt of an invoice.

Additional Payment Terms

As may be used in this Order Form, "OTF" means one time fees, "PE" means per employee, "PEPM" means per employee per month, "PGPM" means per group per month, "PPPM" means per participant per month, and "PY" means per year. All other capitalized terms not otherwise defined herein shall have the meanings attributed in the Agreement.

This Order Form and all non-expiring items added during the term of this Order Form shall automatically renew for additional periods equal in duration to the Order Form Initial Term unless canceled or terminated under the terms of the Agreement.

End User will maintain complete and accurate billing and contact information with PlanSource and notify PlanSource of any inaccuracies on an invoice within 15 days of receipt of any incorrect invoice.


Notwithstanding anything set forth in the Agreement, for the first year of the Initial Term (the "Trial Period") the Benefit Services Subscription Fees for Employee Contact Center will be \$2.00 PEPM. Prior to completion of the Trial Period, the parties agree to meet in good faith to determine whether End User will continue with utilization of Employee Contact Center.

By signing below, each party acknowledges that it has carefully read and fully understood this Order Form and agrees to be bound by the terms of the Agreement. This Order Form is effective on the Order Form Effective Date.

PLANSOURCE BENEFITS ADMINISTRATION, INC.

JOHNSON COUNTY OF TEXAS

DocuSigned by:
Signature: Thomas Signorello
DOE6BBF05D0B474
Name (Print): Thomas Signorello
Title: CEO

Signature: 
Name (Print): Christopher Boedeker
Title: County Judge

Implementation and Ongoing Support Services and Responsibilities

Successful implementation and ongoing use of the Services is contingent upon each party fulfilling their respective responsibilities within the mutually agreed upon timeline for the launch style elected. Failure to comply with your requirements may be cause for additional fees, delays to the activation and/or rescheduling of your initial implementation period.

Core+		
EXPERIENCE		
Launch Style	Active, Passive, or Mid-Year Enrollment	
PlanSource Resources	Project Manager Benefit Coach – as needed Configuration Analyst EDI Analyst	
PlanSource Responsibilities	<ol style="list-style-type: none"> 1. Request requirements to begin system build. 2. Lead Lift-Off and Status Update Calls 3. Facilitate discovery process. 4. Hold weekly status calls. 5. Perform configuration of core system functionality with best practice recommendations. 6. Import employee/dependent and coverage data, as applicable. 7. Provide testing scripts and complete assigned testing. 8. Complete Implementation Wizard 	
End User Responsibilities	<ol style="list-style-type: none"> 1. Participate in established calls. 2. Provide requirements. 3. Confirm implementation wizard. 4. Provide EDI data Carrier and Structure. 5. Provide employee, dependent and coverage (where applicable) data for data loading 6. Setup and maintain benefit content/branding for the employee self-service experience. 7. Complete all virtual on-demand training prior to go-live. 8. Perform system testing using scripts and additional client-specific scenarios. 9. Report issues immediately through the action items log. 10. Confirm accuracy of Platform configuration prior to go-live date by signing system acceptance documentation. 	
Post Launch Support	1 Week After Go-Live or Open Enrollment Close, whichever occurs first in conjunction with launch style	
	PlanSource Responsibilities	End User Responsibilities
	<ol style="list-style-type: none"> 1. Assist in researching and resolving data conflicts and errors. 2. Complete minor updates (less than 1 hour of work) to the End User's business rules, benefits, and data integrations, per client instruction. Note that major rework specific to plans, plan types, etc. are out of scope. 	<ol style="list-style-type: none"> 1. Provide training and/or instructions to employees for accessing and/or using PlanSource, if desired. 2. Document and implement administrative processes specific to organization and plans (including annual enrollment changes). 3. Immediately report risks or issues and participate in all required troubleshooting engagements. 4. Complete all required Platform training as prescribed. 5. Manage ongoing administration including, but not limited to employee life event processing, evidence of insurability, and student/dependent age verification.
Core+		
OPTIONAL PRODUCT AND SERVICE ADD-ONS		
	PlanSource Responsibilities	End User Responsibilities
	<ol style="list-style-type: none"> 1. Provide template spreadsheets for demographic and/or coverage data. 2. Provide End User with sample carrier emails to request coverage data. 3. Provide a secure method to transfer protected information. 4. Review/standardize data and provide an audit report with discrepancy data for End User review/correction. 5. Load clean data into the benefits Platform. 	<ol style="list-style-type: none"> 1. Provide data from current benefit/HR technology platform or request data from carriers in a PlanSource- approved format. 2. Use secure method to send/receive protected information. 3. Review data discrepancies and provide feedback within allotted timeframe; this process may be repeated to ensure clean data across all coverages or data sources. 4. For End Users purchasing the Starter package that do not purchase the Data Conversion add-on, End User will use PlanSource-provided import tools to import demographic data or will perform manual data entry.



ACA Measurement and Reporting¹	PlanSource Responsibilities	End User Responsibilities
	<ol style="list-style-type: none"> 1. Provide access to systematic ACA functionality. 2. Measure employees based on configuration of data and provide tools to manage those moving in/out of stability periods. 3. Maintain offers of coverage based on employee demographic and plan eligibility for forms reporting. 4. Provide active employee and admin access to PDF 1095-C/1094-C forms (<i>printed forms must be elected separately, and pricing varies based on End User approval deadlines and current postage costs</i>). 5. Submit IRS and State electronic files of verified and approved forms data. 6. Data conversion/import of historical ACA-related data billed at \$175/hour. 	<ol style="list-style-type: none"> 1. Submit configuration and mid-year plan information via import tools for all data components necessary to measure and report ACA data. 2. Access tools to confirm data, measurements, offers of coverage, data errors, payroll hours, safe harbor data, etc. 3. Review and approve forms data in conjunction with established system deadlines to support forms readiness and transmission. 4. Complete all required training as prescribed. 5. Understand that you retain all liability and responsibility under federal and state law related to the ACA measurement and reporting requirements, including without limitation, liability under Code Sections 4980H, 6055 and 6056, and (ii) that we do not, by virtue of this Exhibit, assume any responsibility or liability for any obligations which by law must remain with you in your capacity as an “applicable large employer” (as that term is defined under Code Section 4980H), including without limitation your liability under Code Sections 4980H, 6055 and 6056.
Inbound Employee SAML 2.0 SSO to PlanSource	PlanSource Responsibilities	End User Responsibilities
	<ol style="list-style-type: none"> 1. Configure the SAML-based SSO. 2. Configure SAML endpoint and HTTP Post parameters. 3. Validate that employee demographic data is properly loaded with employee subscriber codes. 4. Validate that administrative users have been created. 	<ol style="list-style-type: none"> 1. Provide x.509 Certificate location. 2. Use and develop SSO to PlanSource SAML endpoint URL. 3. Provide RelayState as a HTTP POST parameter. 4. Load all employee demographic data into PlanSource prior to SSO enablement with confirmed subscriber code. 5. Validate PlanSource required Identity Provider.
	PlanSource Responsibilities	End User Responsibilities
	<ol style="list-style-type: none"> 1. Request and provide custom toll-free number and informational flyer specific to the End User. 2. Collect and review End User’s benefits guide, if applicable, and all necessary plan documents. 3. Configure services page and plan information pages for internal support specific to End User in the Contact Center knowledgebase. 4. Discuss and determine appropriate call handling for employee questions. 5. Train Call Center agents on End User services, eligibility, plans, etc. 6. Setup monthly reporting if requested by End User for metrics on volume and average speed to answer and abandon rate, and categorizations. 	<ol style="list-style-type: none"> 1. Provide any requested applicable documentation not previously provided for the ben admin implementation. 2. Advise Project Manager on handling of employee questions as requested. 3. Manage communication on Call Center services to End User’s employees.
Core+		
INTEGRATIONS ADD-ONS		
	PlanSource Responsibilities	End User Responsibilities
	<ol style="list-style-type: none"> 1. Configure the structure, content, and operating parameters for each your data exchange connections. 2. Create one test file for each data exchange connection and provide to respective carrier/vendor via the documented transmission method you will require carrier/vendor to use to validate the transmission within two days of receipt. 3. Provide training materials to manage carrier discrepancy reports, including evaluating and processing one initial discrepancy report generated by carriers after a file has gone into production. 4. If applicable, update designated carrier/vendor with enrollment changes during the interim reporting period which occurs at any time when carrier/vendor feeds are not in production. 	<ol style="list-style-type: none"> 1. Provide necessary approvals for access to your carrier(s) platform. 2. Provide each carrier/vendor’s data structure, layouts, and requirements for each requested data exchange connection. 3. Manually update carriers/vendors with enrollment changes during the interim reporting period which occurs at any time when carrier/vendor feeds are not in production or if the vendor is unable to accept a standard layout produced from the Platform with your electronic enrollment data. 4. During EDI implementation, work to resolve any discrepancies between us and your carriers/vendors. 5. Manage carrier discrepancy reports after a file has gone into production.

¹ Benefit year and ACA tools must be active to receive these Services.

Boost Billing Remittance Schedule and General Responsibilities

End User’s participation in the PlanSource Boost program requires End User to authorize PlanSource to initiate debit entries from End User’s account via automatic ACH payment. PlanSource will provide an ACH Authorization (EFT form) which End User will need to complete and return prior to the first month of billing service. PlanSource will use this account to pull/draft monthly insurance premiums and, if necessary, to initiate credit entries and adjustments to End User’s account for any debit entry errors. Notwithstanding anything set forth, PlanSource will initiate such debit and credit entries in accordance with the schedule below:

Boost Billing Remittance Schedule:

- Preview bill is generated on the 20th, prior to the insured month.
- Final bill is generated on the 25th, prior to the insured month
 - Any changes to enrollment on or after the 25th will roll into the next billing cycle
- Final bill posts on the 1st day of the insured month
- **Payment Withdrawal Date:** 15th day of insured Month

Bill content is based on the coverage data in the PlanSource Platform on the last day before the Final Bill generates. All changes after that date will appear on the next bill. Premiums must be paid as set forth on the Final Bill and not based on the payroll deductions collected.

Notwithstanding anything set forth in the Agreement, PlanSource will charge a fee of \$50.00 for each late payment or non-sufficient funds transaction. In addition, PlanSource will charge a \$75 monthly charge for foreign banking transactions for international carriers.

For purpose of this Exhibit, “Insured Month” means the month in which the benefits are effective.

While PlanSource doesn’t anticipate any changes to the schedule above, PlanSource reserves the right to make changes to Billing and Remittance Schedule above by providing End User with 30 days’ advance written notice (such notice which may be sent via email).

Boost Billing General Responsibilities:

PlanSource Responsibilities	End User Responsibilities
<p>1. PlanSource accepts responsibility solely for the ministerial and nondiscretionary services described in this Exhibit, and only to the extent that End User or the carrier furnish accurate and timely information to PlanSource. PlanSource will perform the Services within the framework of policies, interpretations, rules, practices, and procedures set or established by End User. End User understands that PlanSource shall not have discretionary authority or control respecting management of the Plan, and shall not have authority to exercise any control respecting disposition of the assets of the Plan. PlanSource shall not render investment advice with respect to any money or other property of End User’s or the Plan, and shall have no authority or responsibility to do so.</p> <p>2. Setup and Installation. After reviewing End User’s benefit offerings, PlanSource will advise End User of the enrollment Data End User must provide in order for PlanSource to establish the master data processing records required for PlanSource to provide the Services. This enrollment Data will be dependent upon the type and number of the individual benefit components End User offer. PlanSource may receive this Data from End User from a variety of resources including electronic file exchange; however the Data must include the following:</p>	<p>1. Provide all Data necessary to establish an employer master file, including End User’s name, address, phone, fax, primary contact, federal identification number, and any other required information.</p> <p>2. Provide detailed information regarding each benefit component within the benefit plan(s) including:</p> <ul style="list-style-type: none"> • Benefit type (e.g., health insurance, life insurance, STD, LTD, dental, vision, etc.); • Complete rating schedule governing each Plan; • Billing cut-off dates and policy periods for each plan; and • Policy numbers. • Failure to supply these items timely may be cause for PlanSource to suspend setup of the services until the customer asks to be re-engaged, this does not however terminate the billing of these services as outlined in the contract <p>3. Utilize and maintain PlanSource as the single, sole, and exclusive provider of billing reconciliation services.</p> <p>4. Maintain the following information within the Platform:</p> <ul style="list-style-type: none"> • New enrollments, changes, and terminations; • Any changes in benefit plan eligibility provisions; and • Necessary materials and documents, including Summary Plan Descriptions, Plan amendments, Summary of Material Modifications, election forms, election change forms, as may be necessary to operate the Plan or to satisfy requirements of law.



<ul style="list-style-type: none"> • Signed EFT Form • Plan and carrier information that reflects rating structure, carrier contact personnel and other pertinent billing configuration; • End User's location(s) and contact personnel; • Benefits plan broker name, address, telephone number; and • An executed consent agreement from End User that permits PlanSource to receive monthly billings directly from the carriers. • Failure to supply these items on time may be cause for PlanSource to suspend setup of the services until the customer asks to be re-engaged. <ul style="list-style-type: none"> • After 2 attempts for engagement, a specific notice will be sent (3rd attempt) that Plansource needs action in the next 14 days, and End User's failure to respond will result in PlanSource not setting up the service. • The 4th attempt will be a final notice (2 weeks after the above) indicating that their lack of response has placed the service on hold and will require them to re-engage in order to have the service setup. <p>3. Billing Process. During the billing process, PlanSource will:</p> <ul style="list-style-type: none"> • Produce the self-bill remittance summary and invoice • Send a copy of the remittance statement to the provided contacts <p>4. Reporting. PlanSource will provide copies of carrier and vendor generated invoices standard monthly reports.</p> <p>5. Payment Process (<i>applies only for payment services</i>):</p> <ul style="list-style-type: none"> • Coordinate the funding of premiums with End User by notifying End User via email of the premium dollar. • Complete a debit of premiums on the 15th of each month for that month's premiums as reported on the remittance summary • If PlanSource does not receive premium funding due from the End User within 10 business days from the date PlanSource presents the amount to the End User, PlanSource may suspend the Services until End User provides funding. End User's failure to fund may prompt suspension in benefits coverage, which will be End User's sole responsibility. End User understands that PlanSource will have no obligation to disburse premium funding to benefit carriers without having first received the entire amount of the funds due from End User. • Once insurance premiums are received from End User and secured within PlanSource's bank, PlanSource will remit payment to the carrier and if applicable, provide carrier with a premium billing roster and premium remittance report or additional documentation on End User's behalf, including End User's identifying information. In the event End User fail to remit the appropriate amount of premium, the carrier's standard plan termination process shall apply. PlanSource will not be liable for any damages or losses resulting such carrier's termination of the Plan. <p>6. Custodial Account (<i>applies only for payment services</i>):</p> <ul style="list-style-type: none"> • Accept appointment and agree to act as custodian hereunder, and hold End User's funds received hereunder in accordance with the terms and conditions set forth herein. • Open and maintain a depository account (the "Custodial Account") at a PlanSource preferred bank ("the "Bank"), and hold in the account all premiums received from End User. Upon deposit, the premiums will become "Funds" (minus any applicable fees or other costs). 	<p>5. Satisfy reporting, notice, disclosure, and annual return requirements and other regulatory requirements imposed by law.</p> <p>6. PlanSource will rely on the Data provided by End User or on End User's behalf to perform or prepare all services, reports, and forms under this Exhibit in accordance the terms of the Agreement.</p> <p>7. End User will determine the benefit and administrative provisions of the Plan and will be solely responsible for the terms of the Plan and Summary Plan Description.</p> <p>8. End User will make all benefit eligibility determinations required under any of the plans covered by this Exhibit.</p> <p>9. Custodial Account (<i>applies only to payment services</i>):</p> <ul style="list-style-type: none"> • Appoint PlanSource as custodian solely for the purpose of providing the Services. • End User hereby acknowledges that PlanSource, on one or more occasion, may receive interest on the Funds held in the Custodial Account and that any interest received by PlanSource on End User's Funds will be part of PlanSource compensation. End User also hereby acknowledge that compensation otherwise charged by PlanSource for the Services would be higher if PlanSource did not retain the earnings or interest on these funds. The period during which PlanSource may earn interest begins on the date End User's Funds transfer to the Custodial Account and ends when the Services terminate. PlanSource will disburse Funds on a first-in-first-out basis. • In the event PlanSource resigns as custodian, as permitted in this Exhibit, immediately appoint a successor custodian. <p>10. End User is responsible for notifying PlanSource of any errors, omissions, inaccuracies or discrepancies found in the Platform within 30 calendar days from the date that PlanSource loads, configures, reloads or reconfigures End User's data. End User acknowledges and agrees that PlanSource is under no obligation to review or edit End User Data and is not responsible for any losses or expenses that arise from End User not reporting errors, omissions, inaccuracies or discrepancies beyond 30 calendar days.</p>
--	---

<ul style="list-style-type: none">• For administrative convenience, and to reduce costs, PlanSource will hold End User's Funds together with similar funds from other End Users in one or more Custodial Accounts. However, PlanSource will maintain records as to the exact amount of each End Users' Funds, so each End User's has a legal right to the specific amount of funds held in the Custodial Account. At all times, the assets comprising each End User's Funds in the Custodial Account will be separate subaccounts for purposes of this Exhibit. Depending on the context, the term, "Custodial Account," will refer to the separate subaccount for End User or all of the subaccounts for all End Users.<ul style="list-style-type: none">• End User's Funds: (i) are and will remain End User's general assets; (ii) are not considered general assets of ours; and (iii) are not plan assets within the meaning of ERISA. Except to the extent that outstanding checks have been written against the account on End User's behalf, End User may withdraw End User's Funds at any time (minus any applicable fees or other costs).• End User's Funds are subject to End User's creditors in the same manner as funds contributed to End User's ordinary checking accounts.• Forward premiums from the Custodial Account to carriers, End User or End User's designee, and in accordance with the Agreement, this Exhibit and the Plan. PlanSource does not, and will not have any discretion, control, or authority with respect to the disposition of End User's Funds.• Use positive pay to ensure only valid checks are processed. PlanSource will only process checks that match PlanSource's files. An exceptions list is generated by the bank and sent to PlanSource each business day showing checks presented for payment that do not match PlanSource's files.• Notwithstanding anything set forth in the Agreement, PlanSource may resign from PlanSource's duties as custodian at any time by giving End User written notice no less than 30 days prior to the effective resignation date; provided, in any event, the resignation will not be effective until a successor custodian has been appointed or the assets in the Custodial Account have been returned to End User. <p>7. Notwithstanding anything set forth in the Agreement, PlanSource reserves the right to suspend or terminate the Service if End User fails to advance funds for premiums when due, or otherwise breach the terms of this Agreement, and the breach remains uncured 30 days following receipt of written notice. Upon suspension or termination of the Services, unpaid fees due prior to the effective date of suspension or termination will become immediately payable upon such suspension or termination, and PlanSource will apply any Funds for fees collected from End User prior to the suspension or termination effective date to the payment of PlanSource's administrative fees and expenses.</p>	
---	--



Affordable Care Act (ACA) Measurement and Reporting Services and General Responsibilities¹

	PlanSource Responsibilities	End User Responsibilities
Implementation	<ol style="list-style-type: none"> 1. Provide an intake form with comprehensive details of the needed requirements to configure the service. 2. Schedule an introduction call to review and finalize the intake form. 3. Provide an implementation timeline with specific tasks, dates, and deliverables. 4. Configure the system to the specifications provided by the End User on the intake form. 5. Test the system configuration to ensure accuracy based on the provided system requirements. 6. Provide data requirements needed to complete the implementation and provide instructions on how to correctly load the data. 7. Provide any outstanding concerns or errors for the End User to resolve. 8. Provide End User admin training. 	<ol style="list-style-type: none"> 1. Complete the intake forms for any applicable Service within the agreed upon timeframe. 2. Provide availability for the introduction call in a timely manner and ensure all required participants attend. 3. Provide signoff on the implementation timeline within 3 business days. 4. Respond to any additional information as requested by the project manager. 5. Load all necessary data within the agreed upon dates from the implementation timeline using the approved PlanSource templates. 6. Review and test the system configuration and data as requested by the implementation team. 7. Resolve any outstanding errors or penalties, in a timely manner.
General	<ol style="list-style-type: none"> 1. For the applicable IRS Reporting Period, provide End User with the ability to load any data required for the current Reporting Period within a self-service file upload tool in order to populate the 1094-C/1095-C Forms, utilizing PlanSource standard file format and specifications. The 1094-C/1095-C Forms will only contain data for End User's medical benefit(s) as configured within the Platform (i.e. excludes all other benefit types). For purposes of the ACA Services, "Reporting Period" means the calendar year (January 1 through December 31) for which End User will provide PlanSource with all required employee data necessary for PlanSource to provide the ACA Services. End User will report the data collected during this time period by the applicable IRS deadlines in the following calendar year. 2. For the applicable Reporting Periods, provide an electronic version of the 1095-C Form, populated with End User's employee data, in PDF format and made available for End User's employees to download/print. 3. For the applicable Reporting Periods, provide an electronic version of End User's 1094-C Form, populated with End User's employee data, in PDF format. 4. If applicable, and to the extent that PlanSource is authorized and permitted to do so by the IRS, submit the 1094-C and 1095-C Forms to the IRS on End User's behalf for the applicable Reporting Periods. Forms must be reviewed & approved by authorized End User administrator. 5. Provide access to electronic versions of the 1095-C Forms only to End User's actively employed employees ("Active Employees"), which shall exclude employees designated 	<ol style="list-style-type: none"> 1. Confirm all full-time and full-time equivalent employees and eligibility per ACA requirements. PlanSource is not responsible for End User's reporting obligations for any given employee pursuant to the ACA. 2. Provide, load, sign-off, and finalize all required data (including on-going payroll information consistent with payroll cycles. Payroll cycles should be loaded no less than monthly, as there is potential mismeasurement if not, as measurement cycles 'lock' after 45 days. Forms 1095-C must be to PlanSource no later than January 15th of the calendar year following the applicable Reporting Period, in order for PlanSource to make the electronic version of Forms 1095-C available within the Platform on or before the applicable due date required by the IRS. PlanSource reserves the right to modify any deadlines set forth in this Exhibit or elsewhere. If End User misses any of the deadlines PlanSource set forth in this Exhibit or elsewhere, PlanSource will not consider any such non-compliance as an escalation or provide related Call Center services to End User or End User's employees². 3. Receive and respond to employees' questions related to the ACA Tools and related services, including any tax forms PlanSource provides End User's employees. 4. Provide and upload the required data, utilizing PlanSource standard file format and specifications, and validating the accuracy of the uploaded data. Upon uploading the required data via the self-service file upload tool, End User may make corrections to the loaded data by manually correcting such data within the Platform user interface or uploading additional employee demographic data files via End User's payroll interface or the self-service file upload tool. End User understands that End User are solely responsible for the accuracy and review of any IRS forms created or resulting from the use of End User's Data 5. Review and approve ACA configurations before go-live. PlanSource will specify the data format End User must utilize to review the loaded data during testing.

	<p>with a “COBRA”, “Terminated”, or “Leave of Absence” status within the Platform (“Inactive Employees”).</p> <p>6. Unless otherwise agreed to in writing by the parties, if End User’s access to the ACA Services is terminated at any time prior to the applicable Reporting Period deadline, PlanSource will not grant access to electronic versions of the 1095-C Forms to Active Employees</p> <p>7. Measure employees and provide reporting tools to manage employees moving in and out of eligibility.</p> <p>8. The platform will maintain offers of coverage based on employee demographics and plan eligibility, configured in the system.</p>	<p>6. Review and approve offers of coverage to ensure accuracy as well as confirm employee communication has occurred.</p> <p>7. Review and approve all 1094-C and 1095-C data a minimum of 2 weeks prior to the IRS transmission deadline³.</p> <p>8. End User understands that End User will retain all liability and responsibility under federal and state law related to the ACA measurement and reporting requirements, including without limitation, liability under Code Sections 4980H, 6055 and 6056, and (ii) that PlanSource does not, by virtue of this Exhibit, assume any responsibility or liability for any obligations which by law must remain with End User in End User’s capacity as an “applicable large employer” (as that term is defined under Code Section 4980H), including without limitation End User’s liability under Code Sections 4980H, 6055 and 6056.</p> <p>9. End User is responsible for notifying PlanSource of any errors, omissions, inaccuracies or discrepancies found in the Platform within 30 calendar days from the date that PlanSource loads, configures, reloads or reconfigures End User’s data. End User acknowledges and agrees that PlanSource is under no obligation to review or edit End User Data and is not responsible for any losses or expenses that arise from End User not reporting errors, omissions, inaccuracies or discrepancies beyond 30 calendar days.</p>
--	--	---

¹ACA Measurement and Reporting includes both Federal + State and will be considered a Product Add-On for a separate fee. The PEPM is based on the total number of employees regardless of the number of benefits-eligible employees and the number of people in each state. States included for reporting are: California, New Jersey, Rhode Island and the District of Columbia. Each FEIN requires its own state transmission. If there are more than 5 FEINs, a \$100 fee applies for each additional FEIN only being able to transmit to states that support the same file format as the IRS. PlanSource will only transmit to states that support the same file format as the IRS.

²Details regarding specific tasks, resources, and deliverables are defined within the project plan created as part of project coordination and discovery. Failure to comply with End User’s requirements may be cause for additional fees, delays to the activation and/or rescheduling of End User’s initial implementation period.

³Introduction to new configuration requirements after Requirements Guide sign off may result in Out-of-Scope fees.



Employee Contact Center Services and General Responsibilities

	PlanSource Responsibilities	End User Responsibilities
General	<ol style="list-style-type: none"> 1. Work and consult with End User to understand End User's needs and gather requirements necessary to implement the contact center. 2. Implement and provide a branded contact center (with online chat feature) with qualified representatives readily available to assist employees, dependents, and former employees and dependents (collectively, "End User") with benefit-related questions between the hours of 8:00 AM and 11:00 PM Eastern time, excluding weekends and the days the US Federal Government observes the holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day. 3. Provide End User with a custom toll-free number to reach the contact center during the hours specified above. 4. Validate End User's identity at the beginning of every phone call. 5. Track End User's employee calls and general metrics including, but not limited to, number of calls, average hold time, abandonment rate, average talk time, and reasons for escalations. 6. Provide End User with basic contact center statistics, on a pre-determined schedule agreed upon by both parties. 7. Record and retain incoming phone calls for a period of one year from the date the contact center receives a call. 8. Obtain HIPAA authorization from End User's employees, based on the assistance the employee is requesting. 9. Document fulfillment completion upon employee requests for any documentation related to benefits that has been provided to the Contact Center team. 	<ol style="list-style-type: none"> 1. Assist PlanSource in implementing and documenting End User's specific administrative processes and plans, for purposes of implementing and maintaining the contact center. 2. Review, approve, and maintain the agreed upon project timeline at the start of the project.^{1, 2} 3. Provide benefit content suitable for PlanSource to answer End User's employee's questions within the agreed upon timeline. 4. Promptly report, and cooperate with PlanSource in resolving any issues, challenges or concerns related to the contact center. 5. Participate in periodic status calls with PlanSource to review the status of End User calls and open issues. 6. Promptly report to PlanSource any changes to benefit plans that would have direct bearing on the information provided by the contact center. 7. End User is responsible for notifying PlanSource of any errors, omissions, inaccuracies or discrepancies found in the Platform within 30 calendar days from the date that PlanSource loads, configures, reloads or reconfigures End User's data. End User acknowledges and agrees that PlanSource is under no obligation to review or edit End User Data and is not responsible for any losses or expenses that arise from End User not reporting errors, omissions, inaccuracies or discrepancies beyond 30 calendar days.

¹ Details regarding specific tasks, resources, and deliverables are defined within the project plan created as part of project coordination and discovery. Failure for End User to comply with requirements may result in additional fees, activation delays and rescheduling of End User's initial implementation period.

² Introduction to new configuration requirements after implementation may result in Out-of-Scope fees.

Direct Billing

PlanSource Responsibilities	End User Responsibilities
<ol style="list-style-type: none"> 1. Gather all necessary information for implementation and the rules surrounding the employers' direct billing members including length of coverage, premium collection process, and payment windows. 2. Upon benefits election, provide direct billing members with payment options and coupons. PlanSource provides the following payment options: recurring ACH, one-time credit card (with \$20 processing fee per transaction) and check or money order. 3. Collect, track, process and remit the premiums paid by direct billing members. 4. Remit the monthly premiums to the employer on a monthly frequency. 5. Provide standard communication to direct billing members who participate in coverage concerning eligibility status, termination, and benefit and rate changes. 6. Notify the employer of direct billing members who fail to make premium payments within thirty (30) days of the employer's payment grace period expiration rules defined during implementation. 7. Refund premium payments to direct billing members upon request who paid PlanSource for coverage premiums. 8. Provide the employer with real-time online access to the Direct Billing system for information related to the status of direct billing member payment and coverage. 9. Provide direct billing members with real-time online access to the Direct Billing system for information related to the status of their premium payments and coverage. 10. Provide a toll-free direct billing member service line for use during PlanSource business hours to answer questions about direct bill and premium payments. <p style="text-align: center;">PlanSource Contact Center Hours of Operation Monday through Friday Eastern Time Zone 8:00 AM - 11:00 PM</p>	<ol style="list-style-type: none"> 1. Assist PlanSource in implementing and documenting the rules surrounding the employers' direct billing members including length of coverage, premium collection process, and payment windows. 2. Use the PlanSource benefits system to notify PlanSource and provide complete demographic, eligibility, and benefit information for new or existing direct billing members receiving plan coverage. 3. Use the PlanSource benefits system to report insurance carrier eligibility updates using an established electronic data interchange connection or manual reporting process. 4. Notify PlanSource in writing at least forty-five (45) days in advance of the applicable billing date of any change in plans or premium rates. If the employer is unable to notify PlanSource in writing at least forty-five (45) days in advance, PlanSource will make commercially reasonable efforts to process the changes prior to the effective date. 5. Reconcile employers' insurance carrier or third-party administrator billings with online reporting available in the Direct Billing system and contact PlanSource within thirty (30) days of receipt of premium remittance regarding any discrepancies. Most insurance carriers restrict the ability to retroactively terminate coverage even in cases of non-payment of premiums by the direct billing member. PlanSource shall not be liable for paying any loss or damage (including premiums) to employer with respect to any retroactive termination of coverage due to employers' failure to reconcile. 6. Refund premium payments to direct billing members upon request who have not paid PlanSource for coverage premiums (prior administrator) 7. Notify PlanSource in writing at least forty-five (45) days from the effective date of eligibility change including: Medicare entitlement, dependent age out, enrollments, terminations, and all other coverage or demographic updates if a workflow process doesn't exist within the PlanSource benefits system. 8. Provide direct billing members with Open Enrollment communications. 9. End User is responsible for notifying PlanSource of any errors, omissions, inaccuracies or discrepancies found in the Platform within 30 calendar days from the date that PlanSource loads, configures, reloads or reconfigures End User's data. End User acknowledges and agrees that PlanSource is under no obligation to review or edit End User Data and is not responsible for any losses or expenses that arise from End User not reporting errors, omissions, inaccuracies or discrepancies beyond 30 calendar days.



COBRA Administration Services and General Responsibilities

	PlanSource Responsibilities	End User Responsibilities
Implementation	<ol style="list-style-type: none"> 1. Provide an intake form with comprehensive details of the needed requirements to configure the service. 2. Schedule an introduction call to review and finalize the intake form. 3. Provide an implementation timeline with specific tasks, dates, and deliverables. 4. Configure the system to the specifications provided by the End User on the intake form.¹ 5. Establish secure EDI files to feed demographic and enrollment information from PlanSource to the End User's various carrier platforms. 6. Provide data requirements and import template needed to complete the implementation and transition from the previous COBRA administrator. 7. Import the prior COBRA data provided by the End User. 8. Provide any outstanding concerns or errors for the End User to resolve. 9. Provide End User admin training. 	<ol style="list-style-type: none"> 1. Complete the intake forms for any applicable Service within the project implementation timeline outlined in PlanSource responsibilities 3. 2. Provide End User's availability for the introduction call in a timely manner and ensure all required participants attend. 3. Provide signoff on the implementation timeline within 3 business days. 4. Respond to any additional information as requested by the project manager. 5. Provide all necessary data within the agreed upon dates from the implementation timeline using the approved PlanSource template.²
General	<ol style="list-style-type: none"> 1. Transmit the Qualifying Event and Initial Rights data from the PlanSource platform to the COBRA System. 2. Provide call center assistance, online chat support, and email support to COBRA participants. 3. Provide new Plan Participant's with a COBRA Initial Rights Notice within the required timeframe as mandated by the Department of Labor (DOL). 4. Provide Plan Participant's and/or Covered Individual(s) with a COBRA Qualifying Event Notice within the required timeframe as mandated by the Department of Labor. 5. Make a report of COBRA activity available through the COBRA system, including payments, notices, terminations, and enrollments during the period covered by the summary report. 6. Process and provide enrollment confirmation notifications for COBRA plan enrollments received from Qualified Beneficiary (s) in the COBRA system. 7. Maintain and update enrollment records pertaining to each Qualified Beneficiary. 8. Inform each Qualified Beneficiary of his or her premium obligation with payment coupons. Each Qualified Beneficiary will remit his or her COBRA premiums to us. If premiums are paid to us, PlanSource will deliver payment to End User within 14 days following the end of the calendar month. 9. Transmit carrier enrollment data through established electronic data interchange files. PlanSource does not support manual data transmission(s) to external parties or End User's not utilizing the Platform. PlanSource will only email manual carrier reinstatements in the 	<ol style="list-style-type: none"> 1. Within 60 days of a Plan Participant becoming eligible for plan coverage, update the PlanSource platform. 2. Within 30 days of a Qualified Beneficiary losing plan coverage due to a qualifying event, End User will update the PlanSource Platform. 3. On an ongoing basis but not to exceed 30 calendar days, End User must download and audit the COBRA system remittance report. End User must notify PlanSource of any discrepancies within 30 days of discovering a discrepancy. Notifications must be sent to cobra@plansource.com. The End User acknowledges full responsibility for any losses and/or liabilities for discrepancies reported beyond 30 calendar days. 4. If a Qualified Beneficiary experiences a secondary Qualifying Event while actively enrolled in a COBRA Plan, End User must notify PlanSource within 30 calendar days. Notifications must be sent to cobra@plansource.com. Examples include but are not limited to: 1. Employer discontinues plan coverage; 2. Qualified Beneficiary(s) is covered under a separate plan; and 3. Qualified Beneficiary(s) becomes eligible for Medicare. 4. If End User is no longer required to provide COBRA, PlanSource must be notified within 30 calendar days. Notifications must be sent to cobra@plansource.com. 5. Provide PlanSource with detailed information if a Qualified Beneficiary is enrolled in a Flexible Spending Account (FSA) not administered by PlanSource. 6. When the End User ceases services with PlanSource, the End User will issue unallocated funds to the Qualified Beneficiary.

	<p>event of a medical emergency and prior written approval from PlanSource leadership.</p> <p>10. Process and provide plan enrollment termination notifications for COBRA participants in the COBRA system.</p> <p>11. Provide open enrollment notifications and process changes for Qualified Beneficiary(s) in the COBRA system.</p> <p>12. Process plan reinstatements and terminations via the COBRA system into the Platform.</p> <p>13. Every 31 days, audit Qualified Beneficiary records for discrepancies. Identified discrepancies will be reconciled between the COBRA system and the Platform. PlanSource does not support audits outside of the COBRA system and Platform. Upon discovery of a discrepancy requiring End User clarification, PlanSource will notify the End User.</p>	<p>7. Provide PlanSource with carrier authorization and contact details to facilitate medical emergency coverage reinstatements.</p> <p>8. Facilitate and manage all COBRA matters when the End User is no longer active on the Platform. This includes, but is not limited to, COBRA system data entry, COBRA system management, and carrier eligibility data transmissions.</p> <p>9. End User is responsible for notifying PlanSource of any errors, omissions, inaccuracies or discrepancies found in the Platform within 30 calendar days from the date that PlanSource loads, configures, reloads or reconfigures End User's data. End User acknowledges and agrees that PlanSource is under no obligation to review or edit End User Data and is not responsible for any losses or expenses that arise from End User.</p>
--	--	--

¹Details regarding specific tasks, resources, and deliverables are defined within the project plan created as part of project coordination and discovery. Failure to comply with End User requirements may be cause for additional fees, delays to the activation and/or rescheduling of End User's initial implementation period.

²Introduction of new configuration requirements after Requirements Guide sign off may result in Out-of-Scope fees.

"COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985 (as it appears in the Code and ERISA) and regulations thereunder, as amended from time to time.

- a. **"Qualified Beneficiary"** means a covered person under the Plan, who is eligible to continue under the Plan in accordance with the applicable provisions of COBRA, ERISA, or any other applicable federal and state law. A Qualified Beneficiary also means a child born to, adopted by, or placed for adoption with a covered employee or former employees, at any time during active COBRA continuation coverage of the employee or former employee.
- b. **"Qualifying Event"** means:
 - i. With respect to a covered employee or former employee, termination of employment of the employee (except for termination as a result of gross misconduct), or reduction of hours of employment causing the employee to become ineligible for coverage;
 - ii. With respect to an eligible dependent of a covered employee or former employee, termination of the employee's employment (except for termination as a result of gross misconduct); reduction of hours of employment causing the employee to lose eligibility for coverage; employee's entitlement to Medicare under certain circumstances, death of the employee, divorce or legal separation of the spouse from the employee; and an eligible dependent who ceases to be a dependent as that term is defined by the Plan;
 - iii. With respect to eligible retirees and their eligible dependents, the commencement of a bankruptcy proceeding; and
 - iv. Any other qualifying event as defined by law and as the law may be amended or interpreted from time to time.
- c. **"Initial Rights"** means a summary of rights, options, and notification responsibilities under COBRA.
- d. **"Summary Plan Description" or "SPD"** means the written document intended to satisfy Sections 102 and 104(b)(1) of ERISA.
- e. **"Covered Individual"** means a person properly covered under the Plan to which PlanSource is providing services, including a Participant and the spouse and dependents of the Participant covered pursuant to the terms of the Plans.
- f. **"Participant"** means any eligible employee or former employee of End User participating in the Plan, to which PlanSource is providing Services in accordance with the terms thereof, and an employee or former employee of End User participating in such Plan pursuant to COBRA.
- g. **"Platform"** refers to the PlanSource Benefits Administration System.
- h. **"COBRA System"** refers to the COBRAPoint system utilized for COBRA and Direct Billing management.



FSA/HSA/HRA/CERA Administration Services and General Responsibilities

This Exhibit is with respect to certain ongoing administrative services that PlanSource will provide with regard to End User's establishment of certain employee benefit arrangements, including, but not limited to a health care flexible spending account ("Health FSA") and dependent care flexible spending account ("Dependent Care FSA") under Section 125 and Section 129, respectively of the Internal Revenue Code (the "Code"), which are available as part of End User's cafeteria plan, as well as any similar plans related to other areas of the Code, including but not limited to Health Savings Accounts ("HSA") under Section 223 of the Code, Health Reimbursement Arrangements ("HRA") under Section 105 of the Code, and commuter expense reimbursement account plans ("CERA") under Section 132 of the Code. For purposes of this Exhibit, the term "Plan" means any cafeteria plan, Health FSA plan, Dependent Care FSA plan, HSA plan, HRA plan or CERA plan (or plans) maintained by End User, or portions of that plan (or plans), with respect to which PlanSource is providing administrative services.

Phase	PlanSource Responsibilities	End User Responsibilities
Implementation	<ol style="list-style-type: none"> 1. Provide an intake form with comprehensive details of the needed requirements to configure the service. 2. Schedule an introduction call to review and finalize the intake form. 3. Provide an implementation timeline with specific tasks, dates, and deliverables. 4. Configure the system in tandem with PlanSource's preferred provider NueSynergy, to the specifications provided by the End User on the intake form. 5. Establish secure EDI files to feed demographic and enrollment information from PlanSource to the system. 6. Provide data requirements and import template needed to complete the implementation and takeover from the previous administrator. 7. Import the takeover data provided by the End User. 8. Provide any outstanding concerns or errors for the End User to resolve. 9. Provide End User admin training through PlanSource's preferred provider NueSynergy. 	<ol style="list-style-type: none"> 1. Complete the intake forms for any applicable Service within the agreed upon timeframe. 2. Provide availability for the introduction call in a timely manner and ensure all required participants attend. 3. Provide signoff on the implementation timeline within three (3) business days.¹ 4. Respond to any additional information as requested by the project manager. 5. Provide all necessary data within the agreed upon dates from the implementation timeline using the approved PlanSource template.²
General	<ol style="list-style-type: none"> 1. Provide call center assistance to Plan participants for inquires related to the Plan. PlanSource responses to inquires will be based on Plan provisions and End User's guidelines. 2. Determine whether expenses are eligible for reimbursement in accordance with Plan provisions and End User's guidelines. 3. If debit cards are available for payment of certain Plan expenses, and the participants elects to utilize the debit cards, PlanSource's preferred provider, NueSynergy, will provide the debit cards to participants. End User acknowledges that participants will be subject to the terms and conditions of the cardholder agreement distributed with the debit card. End User agrees that NueSynergy, is a third-party beneficiary of this contract. 4. Monitor usage and notify participants if receipts are required to verify the eligibility of an expense. 5. If a participant does not use a debit card for expenses, and a claim is eligible for reimbursement on a manual basis, prepare and issue a check or direct deposit. The 	<ol style="list-style-type: none"> 1. Deposit sufficient funds into the Plan account as needed to timely pay claim reimbursements. PlanSource, with NueSynergy, will correspond with End User through reports and other forms of communication (email, phone calls, etc.) regarding details of the Plan account. 2. If End User elects to offer debit cards, End User agrees that in addition to other terms and conditions of any agreement entered into between End User and NueSynergy: (a) End User is responsible to NueSynergy for all payments made by NueSynergy to fund transactions arising from the debit card use; (b) End User will provide a contact name and telephone number to NueSynergy for ACH and payment related questions; (c) NueSynergy will assess a fee of \$25 to End User for each ACH returned due to insufficient funds. 3. Confirm accuracy of direct deposit information provided by participants. PlanSource is not responsible for any fees resulting from incorrect direct deposit information provided by participants.

	<p>reimbursement will be drawn on the Plan account and made payable to the participant.</p> <ol style="list-style-type: none"> 6. Provide each participant submitting a manual reimbursement request with a written explanation of payment or denial. 7. If a claim is denied, provide the participant with notice of the appeal procedure under the Plan. PlanSource will assist End User in processing any submitted appeal of a denied claim in accordance with Plan procedures and End User's guidelines. 8. Maintain records, including amounts credited, amounts reimbursed, and current balance in each participant account. 9. Provide End User with the ability to pull monthly reports from the system showing participant transactions and balances and inactive debit cards 10. Upon End User's request at the end of the Plan year runout period, provide a report showing participants that will incur payroll deductions for repayment of funds to the Plan. 11. Upon End User's request, prepare the Plan Document and Summary Plan Description (SPD). Upon further request, PlanSource may also prepare amendments to the Plan document and SPDs. As Plan administrator, End User is ultimately responsible for reviewing the Plan document and SPD and approving the content therein prior to distributing to participants. PlanSource recommends End User review the documents with its attorney and/or tax consultant. PlanSource is not responsible for any Damages, including but not limited to legal or tax consequences resulting from the preparation of the Plan document and/or SPD. Additional fees apply for this service. 12. Upon End User's request, conduct non-discrimination testing of the Plan at the start and end of the Plan year. If testing demonstrates the Plan is out of compliance, PlanSource will notify End User, and End User may choose to reduce participant contributions to bring the Plan into compliance or allow participants to claim the "non-reduced" contributions as taxable wages for income tax purposes. 13. Provide assistance in correcting participant-level discrepancies that End User report to us. 14. Manage carrier data discrepancies and related issues, problem resolution, and trouble-shooting post implementation. 	<ol style="list-style-type: none"> 4. Comply with the applicable provisions of COBRA and the Family Medical Leave Act (FMLA), as related to the Plan. 5. Determine how forfeiture of amounts in the Plan account will be used in accordance with the terms of the Plan and as prescribed by law. 6. As the Plan administrator and fiduciary of the Plan, remain responsible for the general management and administration of the Plan. 7. Review and approve the Plan document and the SPD prior to distributing to Plan participants. 8. Ensure that the Plan document is signed and provide a copy of the SPD to all Plan participants within the time prescribed by ERISA. 9. Provide PlanSource with the name and duties of each individual to whom End User has delegated responsibilities in connection with administration of the Plan, and a specified signature of each individual. 10. Upon PlanSource request, provide timely participant data (through the Platform), for required reporting to the Centers for Medicare and Medicaid Services (CMS), if applicable 11. For Plan participants that spent money using the debit cards for purchases that fell outside the plan year, or that were never documented and subsequently considered ineligible, payroll deduct such funds at the conclusion of the Plan year runout period. 12. If End User elects annual non-discrimination testing services, provide PlanSource (in PlanSource's required format through the Platform) with the data required to conduct testing. 13. Determine if participants are able to make mid-year election changes due to a change in status or other circumstances, as set forth in the cafeteria plan and prescribed by law. 14. End User is responsible for notifying PlanSource of any errors, omissions, inaccuracies or discrepancies found in the Platform within 30 calendar days from the date that PlanSource loads, configures, reloads or reconfigures End User's data. End User acknowledges and agrees that PlanSource is under no obligation to review or edit End User Data and is not responsible for any losses or expenses that arise from End User not reporting errors, omissions, inaccuracies or discrepancies beyond 30 calendar days.
--	--	---

¹ Details regarding specific tasks, resources, and deliverables are defined within the project plan created as part of project coordination and discovery. Failure to comply with PlanSource's requirements may be cause for additional fees, delays to the activation and/or rescheduling of End User's initial implementation period.

² Introduction to new configuration requirements after Requirements Guide sign off may result in Out-of-Scope fees.



InsightIQ Services and General Responsibilities

Successful implementation and ongoing use of the Services is contingent upon each party fulfilling their respective responsibilities outlined below. InsightIQ cannot produce or show any data that has not been entered into the PlanSource Platform. PlanSource will not set up historical data.

PlanSource Responsibilities		End User Responsibilities	
1.	Provide visual dashboards of your employee, enrollment, and benefit data.	1.	Create and maintain your organization's demographic data, employee's organization-related data, dependent demographic data, benefit plan data and elected coverages.
2.	Provide summations of active employee population, new hires, terminations, and benefits eligible employees.	2.	Failure to maintain the data properly may result in inaccurate historical trends or inaccurate real-time information in your dashboards for which PlanSource will not be held responsible.
3.	Aggregate historical employee benefit data from the PlanSource Platform to display historical trends.		
4.	Store and display eligibility and enrollment data, including: <ul style="list-style-type: none"> a) Enrollment Context b) Benefits Eligible Employees c) Enrolled Employee and Dependents d) Enrolled Coverage Tier 		

DecisionIQ Services and General Responsibilities

PlanSource Responsibilities		End User Responsibilities	
1.	Provide the ability to input additional plan details on each plan to be supported by DecisionIQ	1.	Enter and update all plan details for each plan being offered to employees.
2.	Transfer plan details to the vendor, Milliman, used to estimate employee costs.	2.	Create and maintain employee and dependent demographic information.
3.	Transfer anonymous employee demographic and dependent data to Milliman.	3.	End User is responsible for notifying PlanSource of any errors, omissions, inaccuracies or discrepancies found in the Platform within 30 calendar days from the date that PlanSource loads, configures, reloads or reconfigures End User's data. End User acknowledges and agrees that PlanSource is under no obligation to review or edit End User Data and is not responsible for any losses or expenses that arise from End User not reporting errors, omissions, inaccuracies or discrepancies beyond 30 calendar days.
4.	Display plan information, best coverage match and estimated out of pocket costs to employees in the PlanSource enrollment platform.		
5.	Allow employees to provide additional utilization information.		
6.	Transfer additional utilization survey to Milliman.		



DependentIQ Services and General Responsibilities

PlanSource Responsibilities	End User Responsibilities
<ol style="list-style-type: none"> 1. Work with End User and provide the ability to establish rules that will request documents used to verify dependents. 2. Establish time frame for End User to review and approve all submitted documents. 3. Provide the ability to setup communications that will be sent to employees when the status of a requested document or verification status changes. 4. Provide access to employees to uploaded documents for an administrator to review and approve or deny. Approval will allow a verification setting to be added to dependents in the system. 5. Provide and maintain models that will automatically approve uploaded documents when PlanSource defined criteria is matched. 	<ol style="list-style-type: none"> 1. Create and maintain employees and their dependents in the PlanSource system and the verification status of each. 2. Create and maintain the rules used to automatically trigger dependent document requests. 3. Create and maintain communications and triggers used to inform employees regarding requested documents, document status and verification status. 4. Review and approve or deny all submitted documents within the defined timeframe. 5. Monitor and/or process coverage terminations for dependents that are not verified. 6. End User is responsible for notifying PlanSource of any errors, omissions, inaccuracies or discrepancies found in the Platform within 30 calendar days from the date that PlanSource loads, configures, reloads or reconfigures End User's data. End User acknowledges and agrees that PlanSource is under no obligation to review or edit End User Data and is not responsible for any losses or expenses that arise from End User not reporting errors, omissions, inaccuracies or discrepancies beyond 30 calendar days.

END USER SERVICES AGREEMENT

This End User Services Agreement (the “**EUSA**”) is dated June 29, 2023 (the “**Effective Date**”) and is between PlanSource Benefits Administration, Inc., (“**PlanSource**”) and Johnson County, Texas, as political subdivision of the State of Texas, (“**End User**” or “**Johnson County**”). The parties agree as follows:

This EUSA sets forth the terms and conditions under which PlanSource Benefits Administration, Inc. (“**PlanSource**”) agrees to provide certain hosted “software as a service” for its proprietary online, web-based applications and platform (“**Platform**”) to you and your affiliates, employees, third parties or other authorized users (collectively, “**End User**”), together with, if applicable, all other implementation services, customization, integration, data import and export, monitoring, technical support, maintenance, and training, as well as certain add-on benefits outsourcing services made available by PlanSource via the Platform or otherwise (each such service and the Platform together are the “**Services**”). By accepting these terms and conditions you agree to the terms of this EUSA. If you do not agree to the terms and conditions in this EUSA, do not access or use the Services.

This EUSA specifies the general terms under which PlanSource will provide the Services identified in an Order (including any exhibits and statements of work thereunder). Specific terms for the Services, including Service Term, Fees, payment terms, and other applicable terms, are outlined in this EUSA and Exhibit A, and is mutually executed by PlanSource and End User or an order form, quote or other ordering document issued by PlanSource and signed by End User (each such ordering document is an “**Order**” and this EUSA, together with the applicable Order, is the “**Agreement**”). End User’s Affiliates may engage PlanSource under this EUSA under Orders entered into directly by PlanSource and such Affiliate or PlanSource and End User (on behalf of such Affiliate), provided that End User ensures that each such Affiliate complies with all obligations under the Agreement. End User will be responsible for all acts and omissions of such Affiliate. “**Affiliate**” means, for either party, any entity controlled by, controlling, or under common control with such party, either now or in the future. An entity “controls” another entity when it owns more than fifty percent (50%) of the voting interests of the controlled entity. The terms of the Order control over any conflicting terms in this EUSA. This EUSA, without waiving or otherwise releasing any right or obligation under any prior agreement or similar document or agreement of PlanSource, including but not limited to its End User License Agreement, Technology and Services Agreement, Platform License and Services Agreement, Software as a Services Agreement, and Statement of Services (collectively, “**Prior Agreements**”), hereby amends and restates any such Prior Agreement as of the Effective Date.

If you are obtaining or have obtained any Service from a PlanSource authorized reseller of the Services (“**Authorized Reseller**”), the terms of this EUSA Agreement apply to you only regarding those Services you obtain directly from PlanSource. The terms of the agreement by which you order or obtain any Service from an Authorized Reseller are between you and the Authorized Reseller. Such agreement does not amend or modify any terms of this EUSA. If the Fees you pay under any Order are discounted based on your relationship with Authorized Reseller or with any PlanSource referral partner (“**Referral Partner**”), or if an Authorized Reseller or Referral Partner pays any Fees on your behalf, the discounted Fees or payment arrangement between you and the Authorized Reseller or Referral Partner will be in effect as long as the relationship remains in effect. If the relationship ends for any reason, PlanSource, upon written notice to you (such notice which PlanSource may send via email), will adjust the Fees in the applicable Order to its current retail Fees or otherwise agreed-upon Fees. This adjustment will be effective on the first day of the month immediately following delivery of notice to you.

1. Restrictions and Responsibilities; Early Adopter Programs; Carrier Programs.

- a. End User will not, and will not permit or assist any third party to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Services, the Platform, or any other software, documentation or data related to the Services, or any portion thereof; (ii) modify, translate, or create derivative works based on the Services or Platform (or any portion thereof), or copy, publicly display, sell, sublicense, loan, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Services or Platform; (iii) remove, obscure or alter any proprietary notices (including but not limited to trademark and copyright notices) on any of the Services or Platform (or any portion thereof); (iv) use the Services or Platform for any benchmarking purposes, or for application service provider, timesharing or service bureau purposes, or any purpose other than End User’s own internal use as contemplated by this EUSA; (v) use the Services or Platform other than in accordance with this EUSA and in compliance with all applicable documentation and applicable laws and regulations (including but not limited to any applicable privacy, data protection and intellectual property laws); (vi) take any action that imposes, or may impose an unreasonable or disproportionately large load on PlanSource’s infrastructure as determined by PlanSource, in its sole discretion, or otherwise interfere with the proper working of the Services, including conducting any load or penetration testing on the Services; (vii) upload invalid data, viruses, worms, or other software agents through the Services; or (viii) disable or bypass any measures that PlanSource may use to prevent or restrict access to or use of the Services or Platform in excess of service capacity

limits or usage restrictions set in this EUSA or otherwise determined by PlanSource. End User acknowledges that the Services may include features to prevent use after the applicable Term or use inconsistent herewith. End User will keep the Services and Platform strictly confidential and not provide them or otherwise make them or any part thereof available to any third party, including without limitation any third party who provides products or services similar to the Services and Platform without PlanSource's express written consent.

- b. The successful implementation and ongoing use of the Services are contingent upon End User fulfilling its responsibilities in any applicable Service exhibit attached to this EUSA or any Order. PlanSource will not be liable for any delays or failures to provide the Services caused by End User's failure to fulfill such responsibilities or otherwise comply with any requirements outlined in a Service exhibit.
- c. End User will make available such personnel and information as PlanSource may reasonably require and take other actions as PlanSource may reasonably request. End User will also cooperate with PlanSource in establishing a password or other procedures for verifying that only designated employees of End User have access to any administrative functions of the Services. End User will be responsible for maintaining the security of its account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of End User's account.
- d. From time to time, PlanSource may invite clients and partners to try pre-release and/or beta features, functionalities, or modules of the Platform or Services that are made available to clients and partners to use and evaluate ("**Early Adopter Programs**") during a trial period. While completely optional, if End User agrees to participate, End User: (i) agrees to use and test under the applicable Early Adopter Program and to provide Feedback (as defined in the Agreement); and (ii) acknowledges that such features are for evaluation purposes only and not for production use, not considered part of the Platform or Services under the Agreement, not supported, notwithstanding anything set forth in the Agreement, are provided "as is" with no warranties of any kind, and may be subject to additional terms. Any such trial period will expire upon the date that a version of the feature becomes generally available, PlanSource elects to discontinue an Early Adopter Program, or as otherwise set forth in writing. PlanSource may discontinue Early Adopter Programs at any time in our sole discretion and may never make them generally available.
- e. If PlanSource intends to stop offering any Services for sale to End User for any reason, PlanSource will give End User a minimum of 90 days prior written notice prior to the effective date of discontinuation.
- f. If applicable, we confirm your eligibility and acceptance into PlanSource Boost. PlanSource Boost program requirements, including the current program terms and conditions are incorporated into and become a part of the Agreement, available [here](#).

2. End User Data.

- a. End User is solely responsible for the accuracy, quality, content, and legality of any data, information, or material that End User submits, collects, or provides to PlanSource during the Term ("**End User Data**"). PlanSource is under no obligation to review, edit, censor, control, or question the completeness or accuracy of any End User Data, and is not responsible for any losses or expenses that arise from End User's submission of incorrect, incomplete, or untimely End User Data. PlanSource, in its sole discretion, may charge an Out of Scope Fee (as specified in the Order) to fix End User's incorrect, incomplete, or untimely submission of End User Data. PlanSource will not be in breach of the Agreement if it cannot take corrective action because End User does not agree to pay the Out of Scope Fee.
- b. Each party will apply reasonable technical, organizational, and administrative security measures to keep End User Data protected per industry standards as appropriate relative to the Services. Service interaction with End User Data varies depending on the nature of the Service. End User will at all times retain a current copy of End User Data outside the Services for backup and archival purposes. If PlanSource reasonably believes a problem with the Services may be attributable to End User Data, End User will cooperate with PlanSource to identify the source of and resolve the problem. End User will comply with all intellectual property laws and obligations related to the End User Data, as well as all legal duties applicable to End User by using the Services, including providing all required information and notices and obtaining all required consents from its employees, consultants, and agents, as applicable. This EUSA states PlanSource's sole obligations concerning the care of End User Data.
- c. PlanSource has no obligation to maintain or make any determinations regarding any legally required participant or beneficiary documents, whether mandated by the Employee Retirement Income Security Act of 1974 and regulations thereunder, as amended (ERISA) or other applicable law or regulation. Except to the extent PlanSource is required to maintain documents in its provision of the Services, End User or its insurance carrier will, as mandated by applicable law or agreement, be responsible for maintaining required documents regarding employee eligibility for insurance coverage. PlanSource will not be liable for any discrepancies between the End User Data maintained in the Services or otherwise in PlanSource's possession or control and the information maintained by End User or its insurance carrier, except to the extent PlanSource causes such discrepancies.

- d. End User may download its End User Data in a file in PlanSource’s standard format at any time during the Term. PlanSource has no obligation to maintain End User Data 90 days following expiration or termination of the Agreement or the affected Services. PlanSource reserves the right, unless required by law or agreement, to delete all End User Data maintained in the Services 90 days after the effective termination date. Notwithstanding any of the foregoing, PlanSource will not be responsible or liable under the Agreement for any errors, omissions, or loss of data attributable to End User during the Term, including at any time End User syncs or downloads End User Data.
- e. PlanSource will retain and dispose of all End User Data per its data retention and disposal policies and procedures. PlanSource will retain End User Data only as long as it is necessary to implement, administer, and manage the Services during the Term or comply with applicable legal or regulatory obligations.
- f. PlanSource monitors and collects historical, aggregated, and de-identified data (“**Usage Data**”) about the general use of the Services by all customers. PlanSource uses Usage Data to evaluate improvements and enhancements to the Services and develop additional products and services, and from time to time, may publish Usage Data for informational and other such purposes. Usage Data will not identify End User or any PlanSource customer as the source of any specific data, pattern, or finding, nor will it include any personally identifiable information of any individual users of the Services. PlanSource owns all rights, title and interest in and to Usage Data. To the extent that PlanSource accesses or collects Usage Data, it does so pursuant to its obligations in this EUSA and will maintain the confidentiality of such Usage Data and treat it in accordance with PlanSource’s privacy policies and applicable law.

3. **Acquisition of Non-PlanSource Products; PlanSource Partner Marketplace.**

- a. PlanSource may, from time to time, make available to End User the option to purchase and integrate certain online applications and software products owned and provided by third-party vendors with whom End User separately contracts to provide services, which are not owned or operated by PlanSource (“**Non-PlanSource Products**”). Any such integration will be available only upon request by End User and under a separate written agreement that includes confidentiality and non-disclosure requirements between End User and the third party vendor who provides such Non-PlanSource Product, including but not limited to Marketplace Partners (collectively, “**Non-PlanSource Product Vendors**”). Any acquisition by End User of such Non-PlanSource Products, and any exchange of data or information between End User and the Non-PlanSource Product Vendors, is solely between End User and the applicable Non-PlanSource Product Vendor. Except as otherwise expressly stated in writing, PlanSource does not endorse any Non-PlanSource Products, whether or not PlanSource designates them as “certified” or otherwise. Subject to Section 3.c, End User is not required to purchase any Non-PlanSource Products to use the Services except a supported computing device, operating system, web browser, and Internet connection.
- b. If End User requests the integration of any Non-PlanSource Product for use with the Platform, End User acknowledges that PlanSource may allow the Non-PlanSource Product Vendors to access End User Data to the extent required for the interoperation of such Non-PlanSource Products with the Services. PlanSource will not be responsible for any disclosure, modification, or deletion of any End User Data resulting from any such access by Non-PlanSource Product providers except to the extent PlanSource causes such disclosure, modification, or deletion.
- c. The Services may contain features designed to interoperate with Non-PlanSource Products. End User may be required to obtain access to such Non-PlanSource Products from their providers. If the provider of any Non-PlanSource Product discontinues making the Non-PlanSource Product available for interoperation with any corresponding Service, PlanSource may discontinue providing such Non-PlanSource Product without entitling End User to any refund, credit, or other compensation.
- d. To maximize HR efficiency, employee engagement and plan participation, PlanSource has curated a list of strategic “best-fit” partners within the PlanSource “Partner Marketplace.” For more information and to see a list of selected “Marketplace Partners” who offer value-added products, see Exhibit B. For clarity, any products or services End User procures under any Marketplace Partner agreement is deemed a Non-PlanSource Product under this Agreement.

4. **Privacy and Data Protection; HIPAA and GDPR.**

- a. PlanSource will collect, access, use, and process End User Data per this EUSA, applicable law, and the terms of its Privacy Policy available as Exhibit C, which is incorporated into this EUSA by reference. The Privacy Policy is subject to change at PlanSource’s discretion; however, policy changes will not result in a material reduction in the level of protection provided for End User Data.
- b. PlanSource will comply with all applicable data privacy and security laws and regulations that apply to the provision of the Services, including without limitation the Health Insurance Portability and Accountability Act of 1996, and regulations thereunder (HIPAA), and its implementing regulation, the Standards of Privacy of Individually Identifiable Health Information

and the Health Information Technology for Economic and Clinical Health Act (HITECH), as amended from time to time, and the EU General Data Protection Regulation (GDPR).

- c. To the extent that PlanSource receives or has access to personally identifiable health information, PlanSource covenants that it will treat, hold, protect and return such information per the terms of its HIPAA Business Associate Agreement available as Exhibit D, which is incorporated into this EUSA by reference.

5. ERISA.

- a. PlanSource may perform certain administrative services under this EUSA for End User's group employee benefits plan(s) (collectively, referred to as the "**Plan(s)**"). Such Services will not include or imply any discretionary authority by PlanSource over the operation of the Plan that would deem PlanSource the "plan administrator," "plan sponsor," or other "fiduciary" as defined under ERISA. Accordingly, to the extent the Services require PlanSource to assist the Plan administrator ("**Plan Administrator**"), the performance of such Services will consist of only those ministerial functions enumerated in the Department of Labor Regulations § 2509.75-8, D-2 (relating to report preparation required by governmental agencies, employee communications material, recommendations regarding plan administration) and PlanSource will perform such Services within the framework of policies, interpretations, rules, practices, and procedures established by End User and Plan Administrator. Consequently, all PlanSource activities for or on behalf of the Plan will be subject to review, modification, or reversal by Plan Administrator or any other fiduciary so authorized by the Plan. PlanSource will have no discretionary or final authority to control or manage the Plan's administration or manage or invest the Plan's assets.
- b. PlanSource will have no responsibility, risk, liability, or obligation for the funding of the Plan or the payment of any benefits of the Plan or other liabilities, whether resulting from the ongoing operations of the Plan, termination of the Plan, a change by the Plan in its funding method from or to full or partial insurance, or the nonpayment by an insurer of amounts due to the Plan or any Plan participant. Such responsibility, risk, liability, and obligation will at all times reside and remain solely with End User, the Plan, the Plan Administrator, or such other persons designated by the Plan.

6. Proprietary Rights.

- a. Except as otherwise provided in this EUSA, PlanSource and its suppliers and licensors own and will retain ownership of, and all rights, title, and interest (including without limitation all Intellectual Property Rights) in and to: (i) the Platform and the Services; (ii) any software, applications, inventions or other technology developed by or on behalf of PlanSource in connection with the Services, including but not limited to the Platform; and (iii) Usage Data and Documentation and any improvements or derivative works thereof. End User will have no rights concerning PlanSource Intellectual Property Rights, the Services, Usage Data, or any related guides and other documentation for the Services that PlanSource provides to End User ("**Documentation**") other than those expressly granted under this EUSA and PlanSource expressly reserves all other rights in and to the Platform, the Services, Usage Data, and the Documentation. Notwithstanding the foregoing, as between PlanSource and End User, End User owns all End User Data, and all other electronic data that End User, or any of its respective employees, agents, or representatives, load or enter into the Platform or otherwise provide and all results from processing such data, including compilations and derivative works of such data or information. "**Intellectual Property Rights**" means all registered and unregistered intellectual property rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- b. As between PlanSource and End User, End User is and will remain the sole and exclusive owner of all End User Data, including all Intellectual Property Rights relating thereto, subject only to the limited license granted herein. During the Term and subject to this EUSA, End User grants PlanSource a limited, royalty-free, fully paid up, non-exclusive, non-transferable and non-sublicensable license to access, use, and process End User Data solely as necessary to provide the Services.
- c. The Platform consists in whole or in part of software running on servers controlled by PlanSource. End User does not have the right to receive, nor will PlanSource provide End User either an object code or source code version of the Platform. Neither the source code nor object code version of the Platform, nor any related Documentation, will be considered a deliverable under the Agreement. The terms of this EUSA govern End User's usage rights, which are limited to accessing the Services via a designated portal using usernames(s) and password(s).
- d. If End User provides PlanSource with reports of defects in the Services or propose or suggest any changes or modifications (collectively "**Feedback**"), PlanSource will have the right to use and exploit such Feedback including, without limitation, the incorporation of such Feedback into PlanSource's software products and services, including the Services, without any obligation to End User or diminishment of PlanSource's Intellectual Property Rights.

7. Confidentiality.

- a. **“Confidential Information”** means all information disclosed by a party (**“Disclosing Party”**) to the other party (**“Receiving Party”**), whether orally or in writing, that is designated as confidential, or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. PlanSource Confidential Information includes the Platform, the Services and all object code and source code relating to it, the Documentation, all pricing and fees relating to the Services as well as any non-public information or material regarding PlanSource’s legal or business affairs, finances, technologies, clients, employees, contractors, Affiliates, properties, or data; and Confidential Information of each party includes the terms and conditions of the Agreement (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that, without breach of any obligation owed by Receiving Party to Disclosing Party: (i) is or becomes generally known to the public; (ii) was lawfully known to Receiving Party before its disclosure by Disclosing Party without any obligations of confidentiality or other restriction on use or disclosure; (iii) is received from a third party that, to Receiving Party’s knowledge, is not under any obligation of confidentiality to the Disclosing Party; or (iv) was independently developed by Receiving Party.
- b. Receiving Party will use the same degree of care that it uses to protect the confidentiality of its confidential information of like kind (but not less than reasonable care): (i) not to use any Confidential Information of Disclosing Party for any purpose outside the scope of the Agreement; and (ii) except as otherwise authorized by Disclosing Party in writing, to limit access to Confidential Information of Disclosing Party to those of its and its Affiliates’ employees and contractors who need that access for purposes consistent with the Agreement and who are bound by obligations of confidentiality no less stringent than those herein. Except as otherwise permitted by the Agreement, neither party will disclose the terms of the Agreement to any third party other than its Affiliates, legal counsel, and accountants without the other party’s prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate’s, legal counsel’s or accountant’s compliance hereunder.
- c. Receiving Party may disclose Confidential Information of Disclosing Party to the extent compelled by law to do so, provided Receiving Party gives Disclosing Party prior written notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party’s cost, if Disclosing Party wishes to contest the disclosure. If Receiving Party is compelled by law to disclose Disclosing Party’s Confidential Information as part of a civil proceeding to which Disclosing Party is a party, and Disclosing Party is not contesting the disclosure, Disclosing Party will reimburse Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.
- d. Upon the written request of Disclosing Party or termination of the Agreement, Receiving Party will return or destroy all Confidential Information of Disclosing Party, including all copies thereof and materials incorporating such Confidential Information, whether in physical or electronic form. Each party may retain a copy of the other party’s Confidential Information to the extent required by applicable law or regulation for archival purposes. To the extent that it is impracticable to return or destroy any Confidential Information, and concerning any copies retained for archival purposes, Receiving Party will continue to maintain the Confidential Information per the terms of this EUSA. The confidentiality obligations outlined in this EUSA survive termination of the Agreement and remain in full force and effect until such Confidential Information, through no act or omission of Receiving Party, ceases to be Confidential Information as defined hereunder.

8. Term and Termination.

- a. This EUSA is effective on the Effective Date and will automatically terminate when all Orders expire or terminate or as otherwise set forth herein.
- b. The **“Initial Term”** of a Service starts on the date specified in the Order and continues for the period stated therein. Except as otherwise outlined in the Order, Services subscriptions will automatically renew for additional periods equal to the original duration of the expiring term (each, a **“Renewal Term”** and together with the Initial Term, the **“Term”**), unless either party gives the other notice of non-renewal at least 180 days before the end of the then-current term.
- c. Upon completion of the Initial Term, PlanSource may terminate this EUSA or any Order by providing End User written notice of termination 60 days before the end of Initial Term or Renewal Term in effect, with such termination to be effective at the end of the current Initial or Renewal Term.
- d. Either party may terminate this EUSA or an Order upon written notice if the other party materially breaches this EUSA or the applicable Order for the affected Service and does not cure the breach within 60 days after receiving written notice thereof from the non-breaching party. Any notice of breach under this Section must be sent to PlanSource Legal by email to legal@plansource.com. Either party may terminate the Agreement upon written notice if the other party becomes the subject of a petition in bankruptcy or any proceeding related to its insolvency, receivership, or liquidation, in any jurisdiction, that is not dismissed within 90 days of its commencement or an assignment for the benefit of creditors.

- e. If End User terminates an Order, or any Service provided hereunder, without cause or proper notice at any time during the current term, or if PlanSource terminates the Agreement at any time for End User's material breach, then End User will pay PlanSource early termination charges for the terminated Services in an amount equal to any unpaid Fees for the remaining term of such terminated Services, plus the balance of any unpaid non-recurring charges associated with such terminated Services. End User agrees the actual damages in the event of such termination would be difficult or impossible to ascertain and that such termination charges are intended to establish liquidated damages for such early termination and are not intended as a penalty.
- f. If requested by End User, upon termination or non-renewal of the Agreement or any Order by either party, provided that PlanSource hasn't terminated the Agreement or any Service due to End User's breach, PlanSource may provide End User with continued Services (as are already being provided to End User and under the same terms and conditions in effect at the time of termination or non-renewal), for a period not to exceed six months, unless otherwise mutually determined in writing by the parties ("**Transition Period**") following the effective date of termination or non-renewal. If requested by End User, PlanSource will provide transition services ("**Transition Services**") under the terms of the Agreement and at up to two times the Fee rates applicable upon the effective termination date. To the extent End User requests Transition Services beyond the scope of the Agreement, the parties will, by mutual written agreement, define the additional scope and pricing. Notwithstanding the foregoing, PlanSource, in its sole discretion, reserves the right to decline to provide or stop providing any Transition Services.
- g. All sections of the Agreement, which by their nature should survive termination, will survive termination, including, without limitation, accrued rights to payment, use restrictions and indemnity obligations, confidentiality obligations, warranty disclaimers, and limitations of liability.

9. Fees and Payment.

- a. End User will pay all Service fees ("**Fees**") as outlined in the Order. End User will provide PlanSource with valid and updated billing and invoicing data or approved purchase order information and complete and accurate billing and contact information. Services purchased under an Order Form are non-cancelable and non-refundable. The parties will execute a subsequent Order(s) for any add-on orders that will supplement and co-term with the originating Order. For the avoidance of doubt, "**Minimum Amount Due**" as set out in the Order means before Go-Live, PlanSource will invoice End User based on the quantities (the "**Minimum Count**"). After Go-Live, PlanSource will invoice End User the greater of the actual monthly employee count on the Platform or the Minimum Count. "**Go Live**" means the time when the platform is available for use by End User and its employees. Notwithstanding the foregoing, PlanSource, at its reasonable discretion, may, at any time post-Go-Live, review, determine, set, or modify the Minimum Count based on End User's actual billable lives on the Platform (each a "**Minimum Count Adjustment**"). PlanSource reserves the right to make the Minimum Count Adjustment on an annual basis at any time during each contract year, upon reasonable notice to End User. Any modifications to the Minimum Count Adjustment will be effective upon notice to End User and any existing Order will be deemed amended for this purpose as of the notification date.
- b. If PlanSource invoices End User on an annual basis for any Services, End User authorizes PlanSource to bill and invoice: (i) at the time that End User orders any products or services, for all products and services outlined in the Order; (ii) for End User's usage that exceeds the usage limits outlined in the Order; and (iii) at the time of any renewal, for the amount charged for any Renewal Terms. PlanSource will invoice End User at the time of the initial Order and approximately one month in advance of the start of any renewal or subsequent billing period. All amounts invoiced hereunder that are not the subject of a written good faith dispute are due and payable upon receipt of the invoice. Unpaid invoices that are not the subject of a written good faith dispute are subject to a finance charge of one and a half percent per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all reasonable expenses of collection.
- c. If any amount owing by End User is 60 days or more overdue, PlanSource may, without limiting its other rights and remedies, accelerate End User's unpaid Fee obligations so that all such obligations become immediately due and payable, suspend the Services until End User pays such amounts in full, and seek collection of all amounts past due, including reasonable attorney's fees and costs of collections. PlanSource will give End User at least seven days prior notice that its account is overdue before suspending the Services.
- d. During the first year of the Order, the fees will remain fixed. Thereafter, starting at any time during the second year of the Order, the Fees will automatically increase each year by up to six percent above the prior-year pricing. Notwithstanding the foregoing, PlanSource reserves the right to initially increase the Fees by up to ten percent over the prior-year pricing for any End User that did not receive the automatic increase outlined in the preceding sentence at any time during or after the second year of the Order, this Agreement, or any Prior Agreement. In such cases, PlanSource will automatically increase the Fees one-time by ten percent over the prior-year pricing and reduce the increase to six percent over the prior-year pricing in the following year and annually thereafter. Notwithstanding the foregoing, this Section 9.d shall survive expiration of the Agreement and any Prior Agreement where End User executes a new renewal contract.

- e. Notwithstanding anything set forth in Section 9.d or elsewhere in the Agreement, PlanSource reserves the right to modify the Fees (and applicable discounts) at any time, upon notice to End User, as may be necessary to compensate for changes, modifications, or additions to (i) local, state, or federal laws applicable to the Services that impact the administration of the End User's group health plan and that result in new features, functionality, or deliverables designed to comply with changes to applicable laws; (ii) modifications or additions to PlanSource product and service deliverable offerings; (iii) Non-PlanSource Products costs that are necessary to integrate the Non-PlanSource Product purchased by End User within the Platform (e.g., custom API); (iv) changes to carrier products, offerings, credits and discounts exclusive to End User; (v) changes in End User's participation in any applicable carrier program; or (vi) one-time economic adjustments resulting from cost increases for infrastructure, energy, labor, and from PlanSource suppliers. Notwithstanding any of the foregoing, PlanSource reserves the right to increase pricing at any time if the Minimum Amount Due is 10% lower than Minimum Count (as defined in the Order).
- f. If there are discounted fees in an Order based on End User's relationship with a PlanSource partner, the discount will apply so long as the relationship between End User and the partner continues. Upon termination of the relationship, PlanSource will automatically adjust the Fees in the Order to reflect its current retail fees or other agreed-upon fees. The Fee adjustment will be effective on the first day of the month immediately following the effective termination date.
- g. End User acknowledges that it is the user of the Services and bears full and sole payment responsibility under the Agreement. If any third party pays Fees on behalf of End User, it will not in any way relieve End User of any of its payment obligations under the Agreement. If the third party fails to make any payments on behalf of End User, at any time and for any reason, PlanSource will invoice End User for any unpaid amounts, and End User will remit full payment to PlanSource within 15 days of receipt of an invoice. If End User fails to make any overdue payment, PlanSource, without limiting any of its other rights and remedies, may exercise its rights under Section 9.c.
- h. Unless otherwise stated, the Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, goods and services, harmonized, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "**Taxes**"). End User is responsible for paying all Taxes associated with its purchases under the Agreement, if applicable. If PlanSource has the legal obligation to pay or collect Taxes for which End User is responsible under this section, the appropriate amount will be invoiced to and paid by End User, unless End User provides PlanSource with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, PlanSource is solely responsible for taxes assessable against PlanSource based on its income, property, and employees.
- i. Notwithstanding any of the foregoing or anything outlined in the Agreement, PlanSource reserves the right to audit End User's records to verify the accuracy of End User's subscription quantities, reports, and payments to PlanSource. PlanSource or an independent auditor PlanSource selects will perform such audits at its own expense. If an audit reveals a discrepancy that has resulted in an underpayment to PlanSource, End User will remit the total amount due to PlanSource within 30 days of receipt of an invoice.
- j. End User will make any payments under the Agreement by electronic funds transfers through the Automated Clearing House network (ACH), to pay PlanSource (1) any fees or charges associated with the Services, including, without limitation, finance charges; and (2) any other amount that End User owes under the Agreement. In the event of any nonpayment, PlanSource may suspend or refuse to perform the Services as permitted in Section 9.c. Should the Services be recommenced following suspension, PlanSource may require End User to pre-pay for the Services and charge a reconnection service fee. The ACH network is controlled and managed by the National Automated Clearinghouse Association (NACHA) and its member organizations. Where submitting charges over the ACH network, End User must comply with NACHA Operating Rules and any additional ACH authorization or electronic funds transfer agreements PlanSource provides to End User.
- k. If End User in good faith disputes any portion of an invoice, End User will pay the undisputed portion of the invoice and submit written notice to PlanSource regarding the disputed amount, which notice will include documentation supporting the alleged billing error (each such notice, a "**Fee Dispute Notice**"). End User must submit a Fee Dispute Notice to PlanSource within 90 days from the date End User receives the invoice at issue. End User waives the right to dispute any Fees not disputed within such 90 day period. The parties will negotiate in good faith to resolve any such disputes within 60 days after End User's delivery of the applicable Fee Dispute Notice. The parties will resolve any unresolved Fee disputes within the dispute resolution procedures outlined in Section 14.

10. Warranties; Disclaimers.

- a. PlanSource represents and warrants that it will perform the Services in a timely, workmanlike, and professional manner and following sound and generally accepted industry standards and practices. PlanSource will comply with all applicable laws, codes, rules, regulations, or other governmental or regulatory requirements relating to its obligations under this EUSA.

- b. End User warrants that: (i) it will not misrepresent any Services in terms of capabilities or usage; and (ii) it will comply with all applicable laws, codes, rules, regulations, or other governmental or regulatory requirements relating to its obligations under this EUSA.
- c. The Platform will be accessible 99.0% of the time, measured monthly (the “**Uptime Guarantee**”). The Uptime Guarantee will not apply where downtime or interruption of the Platform results from: (i) regular planned outages for repairs and upgrades (i.e., monthly maintenance, quarterly software deployment, etc.) scheduled in advance and announced with reasonable advance notice; (ii) occasional unplanned outages scheduled in advance and announced at least two weeks in advance (iii) other emergency, but planned outages we deem necessary to maintain the performance, integrity, security, and availability of the system, and of which we will make commercially reasonable efforts to notify you as soon as practicable (typically 1-3 days in advance), provided that such outages are scheduled after business hours in order to cause minimal disruption to your use of the Platform; (iv) issues or failures with End User’s equipment, service providers, software, communications or internet providers; (v) the actions, omissions, or failures of any End User third party providers that are not contracted with PlanSource in order to provide the Services; (vi) the material acts or omissions of End User; (vii) any suspension or termination of End User’s access to the Services by PlanSource consistent with the terms of the Agreement; or (viii) a Force Majeure Event.
- d. If PlanSource fails to comply with the Uptime Guarantee, it will use commercially reasonable efforts to provide End User with an error correction or work-around that corrects the reported non-conformity. The remedies outlined in this Section 10.d will be End User’s sole remedy for PlanSource’s failure to meet the Uptime Guarantee.
- e. Except for those express warranties made in this section or otherwise in the Agreement, the Services are provided “as is” and “as available” and without any representations or warranties of any kind. PlanSource and its licensors make no other representations and give no other warranties or conditions, express, implied, statutory, or otherwise, regarding the Services. PlanSource expressly disclaims all implied representations, warranties, or conditions of merchantability, non-infringement, durability, title, and fitness for a particular purpose. End User acknowledges that, except as expressly stated in the Agreement, PlanSource does not represent or warrant or provide any conditions that the Services will be error-free or work without interruptions.

11. Limitation of Liability. To the fullest extent allowed by law, neither party nor its Affiliates, licensors, or suppliers will be liable for any loss of use, lost data, failure of security mechanism, interruption of business, or any indirect, special, incidental, or consequential damages of any kind (including lost profits), regardless of the form of action, incidental, or consequential damages of any kind (including lost profits), irrespective of the form of action, whether in contract, tort (including negligence), strict liability or otherwise, incurred by such party (or its Affiliates) in connection with the Agreement, including without limitation the API Addendum, if applicable, even if informed of the possibility of those damages in advance. PlanSource’s maximum liability for all damages arising out of or related to the Agreement, whether in contract or tort or otherwise, will in no event exceed, in aggregate, the total amounts paid to PlanSource for the Service that is the subject of the claim in the 12 months immediately preceding the event given rise to the claim less any refunds or credits received from End User for the Service. Unless otherwise stated in the Agreement, the remedy under this section is the sole and exclusive remedy for End User for PlanSource’s breach of the Agreement.

12. Indemnification.

- a. End User acknowledges that by entering into and performing its obligations under the Agreement, PlanSource does not assume, and End User should not expose PlanSource to the business and operational risks associated with End User’s business. Accordingly, End User will indemnify and hold harmless PlanSource, its officers, directors, employees and Affiliates against all liabilities, obligations, losses, costs, damages, and other expenses, including reasonable attorneys’ fees (collectively, “**Losses**”) incurred by PlanSource that result from a third party claim to the extent such Loss arises from: (i) any material breach by End User of the Agreement; (ii) End User’s use of the Services; (iii) a third party’s use of the Services authorized or facilitated by End User; (iv) the inaccuracy or incompleteness of Data input into, or modified within the Services by End User; (v) a claim or allegation that the End User Data, or PlanSource’s authorized use thereof, infringes a U.S. patent or copyright or misappropriates the Intellectual Property Rights of any third party; (vi) any violation of any law or regulation by End User, or any of its officers, directors, employees, contractors or agents; or (vii) or willful misconduct or gross negligence by End User or any of its employees, agents or contractors.
- b. During the Term, and provided that End User is then not in material default of the Agreement, PlanSource will indemnify and hold harmless End User and its Affiliates and each of their employees, officers, directors, and agents against all Losses to the extent such Losses arises from (i) any breach of applicable law or regulation by PlanSource or any of its employees, agents, or contractors; (ii) a claim or an allegation that the Services or any permitted use thereof by End User infringes a U.S. patent or copyright or misappropriates the Intellectual Property Rights of any third party; or (iii) willful misconduct or gross negligence by PlanSource or any of its employees, agents or contractor.

- c. If End User's use of the Services under the terms of the Agreement is enjoined, then PlanSource may, at its sole option and expense, either (i) procure for End User a license to continue using the Services under the terms of the Agreement; (ii) replace or modify the allegedly infringing Service to avoid the infringement; or (iii) terminate the right and access to the corresponding Service and refund any unused prepaid Fees as of the date of termination. This section 12.c states PlanSource's entire liability and the exclusive remedy for infringement for End User.
 - d. Notwithstanding the indemnity obligations specified under this paragraph or anything to the contrary under the Agreement, PlanSource will have no defense or indemnification obligation or other liability for any Loss arising from (i) End User's use of the Services other than as permitted under the Agreement; (ii) modification of the Services by any party not under the supervision or control of PlanSource; (iii) the combination of the Services with any materials contributed by End User or any third parties if the Services would not infringe without such combination; (iv) any third-party products, services, hardware, software or other materials; or (v) any obligation of End User to indemnify PlanSource hereunder.
 - e. In the event a party seeks indemnification hereunder (the "**Indemnified Party**"), it will inform the other party (the "**Indemnifying Party**") of a Loss as soon as reasonably practicable after it receives notice of the Loss, will permit the Indemnifying Party to assume direction and control of the defense of the Loss (including the right to settle the claim solely for monetary consideration) and will cooperate as requested in defense of the Loss. Any delay or failure by the Indemnified Party to give notice to the Indemnifying Party will not relieve the Indemnifying Party of its obligations hereunder except to the extent, if at all, that it is materially prejudiced because of such delay or failure.
13. **Dispute Resolution.** The parties will attempt in good faith to resolve informally any disputes or disagreements relating to the Agreement. The aggrieved party will notify the other party in writing of the nature of the dispute with as much detail as possible. Each party will designate a representative with full authority to address and resolve the dispute. The designated representatives will meet (in person or by telephone) no later than 15 business days after the date of the written notification to reach an agreement about the nature of the dispute and the corrective action the parties will take. If the designated representatives do not meet or cannot agree on corrective action, the parties will have 30 days to institute a one-day mediation with a third-party mediator mutually agreeable to both parties. The parties will share the cost of the mediation, exclusive of attorneys' fees. Neither party may initiate legal action arising out of or relating to the Agreement until the party initiating legal action has reasonably attempted to comply with this dispute resolution procedure, provided, however, that neither party will be required to comply with this section in the event of the other party's breach of any confidentiality obligations of the Agreement.
14. **Relationship of the Parties.** The parties are independent contractors in the performance of the Agreement. The Agreement does not create or imply any partnership, agency, or joint venture. Neither party will have or hold itself out to third parties as having authority to bind or enter into any agreement on the other party's behalf.
15. **Subcontractors.** PlanSource may use subcontractors, including offshore subcontractors, in its delivery of the Services. PlanSource will ensure its subcontractors comply with the obligations and restrictions in this EUSA and will be solely responsible for such subcontractors' performance under this EUSA.
16. **Press Releases; PlanSource Customer List.** End User may not issue any press release or other public statement regarding the terms or subject matter of any agreement or relationship with PlanSource without PlanSource's prior written consent. End User agrees that PlanSource may use End User's name or logo to identify End User as a customer of PlanSource on PlanSource's website, in a press release, and as a part of a general list of PlanSource's customers for use and reference in PlanSource's corporate and marketing literature. The permissions granted under this section are revocable by a party in its reasonable discretion.
17. **Assignment.** Neither party may assign any of its rights or delegate any of its obligations under the Agreement, whether by operation of law or otherwise, without the other party's prior express written consent, which will not be unreasonably withheld or delayed. Notwithstanding the foregoing, PlanSource may assign the Agreement with notice to End User in connection with any merger or acquisition or sale of all or substantially all of PlanSource's or any of its Affiliate's assets or stock. Such assignment will not, in any event, relieve the assignor of any obligations that accrue under the Agreement before any such assignment.
18. **Force Majeure.** Except for End User's payment obligations under the Agreement, neither party will be in default or otherwise liable for any delay in or failure of its performance under the Agreement if such delay or failure arises by any reason beyond its reasonable control ("**Force Majeure Events**"), including but not limited to: (i) acts of God; (ii) war (or the threat of war), acts of terrorism or other civil disorder or unrest; (iii) government orders, laws, and regulations; (iv) disasters, strikes or other labor disturbances (except those involving the employees or agents of the party seeking the protection of this clause); (v) epidemics, pandemics and quarantines; (vi) national or regional emergencies; or (vii) other similar events beyond the reasonable control of the party impacted by the Force Majeure Event.

- 19. **Governing Law; Venue.** The Agreement is governed by the laws of the State of Florida without giving effect to its principles of conflicts of law. Venue for any action brought under the Agreement will be exclusively in Orange County, Florida.
- 20. **Notices.** Except as otherwise stated in this EUSA, all notices and communications required or permitted under the Agreement will be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, facsimile transmission, with confirmed answer back, or electronic mail, with confirmation of receipt, to PlanSource or End User at the respective addresses the parties provide to each other or such other addresses as the parties may from time to time specify by notice given as provided in this paragraph. In the case of PlanSource, the address is 101 S. Garland Avenue, Ste. 203, Orlando, Florida 32801, Attention: Legal Department and email is Legal@plansource.com.
- 21. **Modifications and Updates.** PlanSource may, on one or more occasions, modify or update the Agreement. PlanSource will post notices of modifications or updates through links placed on the PlanSource website or login pages or provide notification by other means, including via email. Please review the Agreement periodically for modifications or updates. If End User uses the Services after PlanSource posts any modifications or updates, End User will be deemed as having accepted them. If End User does not agree to any modified or updated terms of the Agreement or changes to other PlanSource policies, End User should discontinue its use of the Services, and this will be End User's sole and exclusive remedy. If there is a conflict between this EUSA and the most current version of this EUSA posted on the PlanSource website, login pages, or otherwise provided to End User, the most current version will prevail. For questions regarding the Agreement or to request a paper copy of this EUSA or any previous versions, please email PlanSource at Legal@plansource.com.
- 22. **Severability; Waiver.** If a court of competent jurisdiction finds any provision of the Agreement to be invalid, illegal, or unenforceable for any reason, the remainder of the Agreement will continue in force, and if any such provision may be made enforceable by limitation, then such provision will be deemed to be so limited and will be enforceable to the maximum extent permitted by applicable law. No failure or delay by either party in exercising any right under the Agreement will constitute a waiver of that right. The waiver by a party of compliance by the other party with any provision of the Agreement will not operate or be construed as a waiver of any other provision of the Agreement (whether or not similar), or a continuing waiver or a waiver of any subsequent breach by a party of a provision of the Agreement.
- 23. **Non-Solicitation.** During the Term and for a period of one year after expiration or termination of the Agreement, End User will not, directly or indirectly, solicit or attempt to solicit, divert, or hire away any person employed by PlanSource without its written consent.
- 24. **No Legal Advice.** The Services do not include, and PlanSource does not provide, investment, tax, compliance, or legal advice. End User should consult its legal counsel or professional advisor if it requires legal or other expert advice. As applicable, End User will engage appropriate counsel for any legal advice or compliance with labor and employment law matters or any other legal and compliance matters and provide findings to PlanSource as required for system updates or corrections.
- 25. **Entire Agreement.** The Agreement, including this EUSA, the Order, and any exhibits, schedules, and attachments hereto, constitutes the entire understanding of the parties concerning the subject matter hereof and supersedes and replaces all prior or contemporaneous agreements, proposals, understandings, commitments, or negotiations concerning it, including, without limitation, the Prior Agreements, any confidentiality or non-disclosure agreements, whether written or oral, and any prior click-wrap, shrink-wrap, or browse-wrap agreements between the parties for the terms and conditions hereof. There are no other oral or written understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in the Agreement.

By signing below, each party acknowledges that it has carefully read and fully understood this EUSA, and each agrees to be bound by the terms of the Agreement.

PLANSOURCE BENEFITS ADMINISTRATION, INC.

JOHNSON COUNTY, TEXAS, A POLITICAL SUBDIVISION OF THE STATE OF TEXAS

DocuSigned by:

 By: _____
 Thomas Signorello
 Chief Executive Officer

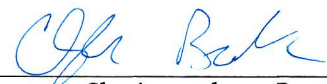

 By: _____
 Print Name: Christopher Boedeker
 Title: County Judge

Exhibit A

JOHNSON COUNTY CONTRACT TERMS
ADDENDUM to PLANSOURCE BENEFITS ADMINISTRATION, INC.

Exhibit B

Marketplace Partners Listing

Exhibit C

PlanSource Privacy Policy

Exhibit D

PlanSource HIPAA Business Associate Agreement

EXHIBIT A
JOHNSON COUNTY CONTRACT TERMS
ADDENDUM to PLANSOURCE BENEFITS ADMINISTRATION, INC.
END USER SERVICES AGREEMENT

The Johnson County Commissioners Court Finds, and the Parties Agree, as Follows:

1.1

This **Johnson County Contract Terms Addendum** is part of an Agreement between **JOHNSON COUNTY, TEXAS**, a political subdivision of the State of Texas, (hereinafter sometimes referred to as “**COUNTY**” or “**EMPLOYER**” or “**END USER**”) and **PLANSOURCE BENEFITS ADMINISTRATION, INC.**, sometimes referred to as “**PLANSOURCE**” in documents making up the Agreement. **JOHNSON COUNTY, PLANSOURCE**, (or both, as may be applicable) may be collectively identified as the “**Parties**” or each individually a “**Party**”). **This Johnson County contract Terms Addendum is part of the Agreement with PLANSOURCE BENEFITS ADMINISTRATION, INC. and is intended to modify (as set forth in this Johnson County Contract Terms Addendum) all documents, put forth by PLANSOURCE BENEFITS ADMINISTRATION, INC. This Johnson County Contract Terms Addendum modifies (as set forth in this Johnson County Contract Terms Addendum) the PLANSOURCE End User Services Agreement and any other document(s) proffered to JOHNSON COUNTY by PLANSOURCE.**

2.1

This Agreement will be governed by and construed according to the laws of the **State of Texas**. Venue for any action or claim arising out of the Agreement must be in the state district courts in Johnson County, Texas or the federal district courts in Dallas County, Texas. Any provision stating that County agrees to waive any right to trial by jury is hereby deleted.

2.2

Limitations for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code §16.070, as amended, and any provision to the contrary is hereby deleted.

2.3

Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, any term which provides for such a claim is hereby deleted. Johnson County will, upon request of a party to the contract, certify the funds available to fulfill the terms of this Agreement.

3.1

The Parties agree that under the Constitution and laws of the State of Texas, Johnson County **cannot enter into an agreement whereby Johnson County agrees to indemnify or hold harmless any other party**; therefore, all references of any kind to Johnson County indemnifying and holding harmless any individuals or entities for any reason whatsoever are hereby deleted.

3.2

Article XI, Section 7(a) of the Texas constitution provides in relevant part:

... But no debt for any purpose shall ever be incurred in any manner by any city or county unless provision is made, at the time of creating the same, for levying and collecting a sufficient tax to pay the interest thereon and provide at least two per cent (2%) as a sinking fund, except as provided by Subsection (b) ...

This provision is interpreted with respect to contractual obligations of Texas county and city government entities to prohibit such government entities from entering into an indemnity agreement and to nullify such agreement provisions.

4.1

The Parties agree and understand that County is a political subdivision of the State of Texas, and therefore has certain governmental immunity, sovereign immunity and limitations on liability, and that County's general liability and vehicle insurance coverage is with the Texas Association of Counties Risk Pool and said "insurance coverage" is limited to the statutory maximum limits of the Texas Tort Claims Act; therefore, any provisions to the contrary are hereby deleted. The Parties agree and understand that County does not waive any of its common law, statutory or constitutional defenses to which it may be entitled.

4.2

The Parties agree and understand that County will not agree to waive any rights and remedies available to County under the Uniform Commercial Code ("UCC"); therefore, any provision to the contrary is hereby deleted.

4.3

The Parties agree and understand that County will not agree to be responsible for any sales tax, use tax, or any other taxes, fees, fines or penalties that may be imposed, levied or assessed by any federal, state or local government or agency which relates to the Agreement, the equipment or its use; therefore, any provision to the contrary is hereby deleted.

4.4

The Parties agree and understand that County will provide statutory workers compensation for its employees; however, County does not agree to include a waiver of subrogation, and therefore any provisions to the contrary are hereby deleted.

5.1

Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment by a governmental entity under a contract is overdue on the 31st day after the later of:

- a. the date the governmental entity receives the goods under the contract;
- b. the date the performance of the service under the contract is completed; or
- c. the date the governmental entity receives an invoice for the goods or service.

Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment begins to accrue interest on the date the payment becomes overdue. The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of: (1) one percent; and (2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Interest on an overdue payment stops accruing on the date the governmental entity or vendor mailed or electronically transmits the payment. Therefore, all provisions to the contrary are hereby deleted.

5.2

Texas Local Government Code Section 113.064. Approval of Claims by County Auditor, provides:

“(a) In a county that has the office of county auditor, each claim, bill, and account against the county must be filed in sufficient time for the auditor to examine and approve it before the meeting of the commissioners court. A claim, bill, or account may not be allowed or paid until it has been examined and approved by the auditor....”

Texas law requires that all disbursements of County funds be approved by the County Auditor and the Commissioners Court prior to such disbursement. Johnson County can and will make due disbursements following the approval of the disbursement by Commissioners Court (following the County’s receipt and review of a proper invoice through the proper county department responsible for the purchase of the goods or services). Johnson County cannot and does not authorize any entity to directly access County funds. COMPANY understands that the JOHNSON COUNTY Commissioners Court normally meets on the second and fourth Monday of each month or the day following such Monday if the Monday is a County holiday. Company further understands that invoices must be received by the COUNTY **not less than fourteen (14) days prior** to the Commissioners Court meeting in order for a payment to be reviewed by the necessary departments and offices and placed on the “bill run” for the Commissioners Court.

6.1

No officer, member or employee of County, and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this Agreement which affects his/her personal interest, have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

6.2

To the extent, if any, that any provision in this Agreement is in conflict with Texas Government Code §552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Johnson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act. In the event of a request for documents or materials pursuant to the Texas Public Information Act (Texas Government Code Chapter 552) or similar law pertaining to documents or information County reasonably believes that **PLANSOURCE** might lawfully seek to claim as confidential, then County will forward the request to **PLANSOURCE**. It shall be the obligation of **PLANSOURCE** to prepare and submit to the Texas Attorney General's Office any claim and supporting brief or materials necessary to assert a claim that the documents or materials may be withheld pursuant to Texas Government Code Chapter 552 or other applicable law. County will cooperate with **PLANSOURCE** in making such submission to the Texas Attorney General's Office. **PLANSOURCE acknowledges and understands that contracts, agreements, payment and revenue of a political subdivision of the State of Texas are public information and are not confidential.**

6.3

Services and products provided under the Agreement shall be provided in accordance with all applicable state and federal laws.

6.4

Under the Constitution and laws of the State of Texas, public property is exempt from forced sales and liens may not attach thereto.

6.5

It is understood and agreed that Johnson County will not be subject to arbitration; therefore, any paragraph or provision requiring arbitration, is hereby deleted.

6.6

Johnson County shall be responsible for the acts or failure to act of its employees, agents or servants, provided; however, its responsibility shall be subject to the terms, provisions and limitations of the Constitution and laws of the State of Texas, particularly the Texas Tort Claims Act.

7.1

PLANSOURCE certifies that pursuant to Section 231.006 of the Texas Family Code that the individual or business entity named in this contract is not ineligible to receive the specified payment(s) and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. **PLANSOURCE** states that it is not ineligible to receive State or Federal funds due to child support arrearages

7.2

PLANSOURCE verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term “boycott Israel” is as defined by Texas Government Code Section 808.001, effective September 1, 2017. **PLANSOURCE** further verifies that it is not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term “foreign terrorist organization” means an organization designated as foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

7.3

PLANSOURCE verifies that it complies with Texas Government Code Chapter 2274 and further verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and, will not discriminate during the term of the contract against a firearm entity or firearm trade association.

7.4

PLANSOURCE verifies that it complies with Texas Government Code Chapter 2274 and further verifies that it:

- (1) does not boycott energy companies; and
- (2) will not boycott energy companies during the term of the contract.

In this provision:

- (1) “Boycott energy company” has the meaning assigned by Section 809.001.
- (2) “Company” has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.
- (3) “Governmental entity” has the meaning assigned by Section 2251.001.

7.5

At any time following the expiration of 180 DAYS from the execution of the contract, COUNTY may terminate the contract at its discretion, without charges for unutilized term, or penalty of any kind, by giving COMPANY 90 days written notice of such termination.

8.1

Notwithstanding any other provisions contained in the contract documents, any amendment to the terms of the contract must be specifically approved by the Commissioners Court of Johnson County and signed by the Johnson County Judge.

8.2

Notwithstanding any other provision in this Addendum or the associated documents, to the extent **PLANSOURCE** is being contracted to provide information technology and services or to maintain and make available information for use by Johnson County and the public, including documents, data, content and records then said documents, data, content and records are and shall be the exclusive property of Johnson County, Texas or the State of Texas or a political subdivision thereof.

8.3

At the termination of this Agreement, to the extent PLANSOURCE possesses or controls access to JOHNSON COUNTY data, upon written request, PLANSOURCE must copy the data to a storage medium in common use at the time or as agreed to by the Information Technology Department of JOHNSON COUNTY and deliver such medium and data to JOHNSON COUNTY INFORMATION TECHNOLOGY DEPARTMENT. PLANSOURCE recognizes such data is data of the State of Texas or a political subdivision thereof and must be maintained according to the laws of the State of Texas governing the retention and storage of such data. Destruction of such data contrary to law and contrary to the rules promulgated by the Texas State Library and Archives Commission may be subject to criminal prosecution and civil liability.

8.4

All provisions of the agreement are modified such that in no event would JOHNSON COUNTY have less than 90 days from notice of termination of the Agreement to secure any data or records in a useable and readable format. JOHNSON COUNTY'S securing of such data or records is intended to be done and will be allowed to be accomplished in a common and economically efficient method extant at the time of extracting, copying and securing such data and records.

8.5

The reference to a version of the **End User Service Agreement** <https://plansource.com/eusa-agr> in the first paragraph of the **End User Services Agreement Order Form # Q-55381** is deleted as that document differs from the version provided to Johnson County and to be signed in "hard copy" form by the Johnson County Judge. All references to the End User Service Agreement are to the "hard copy" version signed by **Chief Executive Officer, Thomas Signorello** and **Johnson County Judge, Christopher Boedeker**.

8.6

In the event of any conflict between the terms and provisions of this Addendum and the terms and provisions of those contractual provisions tendered to Johnson County in the Agreement, this Addendum shall control and amend the contractual provisions of the Agreement and any provision to the contrary is hereby deleted. *THE TERMS OF THIS JOHNSON COUNTY CONTRACT TERMS ADDENDUM SHALL BE FULLY OPERATIVE AND HAVE PRIORITY OVER ALL OTHER DOCUMENTS AND TERMS AND ANY TERM TO THE CONTRARY IN OTHER DOCUMENT(S) PUT FORTH BY PLANSOURCE IS HEREBY DELETED.*

APPROVED AS TO FORM AND CONTENT:

JOHNSON COUNTY:

Chris Boedeker
Christopher Boedeker
As Johnson County Judge

7-10-23
Date

Attest: *April Long*
County Clerk, Johnson County



7-10-23
Date

PLANSOURCE BENEFITS ADMINISTRATION, INC.:

DocuSigned by:
Thomas Signorello
DOE688F05D08474...
Thomas Signorello,
Chief Executive Officer of
PlanSource Financial, N.A

6/30/2023
Date



PlanSource | Partner Marketplace

A curated list of best-fit partners designed to maximize HR efficiency, and employee engagement and plan participation.

When it comes to your benefits package, one size doesn't fit all. With 5 generations in today's workforce, there are different needs across every company's employees. Employers need to expand and diversify their benefit offerings to attract and retain the best talent. With our Partner Marketplace, you gain access to valuable add-on benefits that you can offer your employees from women's health to legal to financial wellness, and more. Explore the options and get started on a new plan design today.

THE BASICS OF PARTNER MARKETPLACE



Benefits and solutions that are impactful to the employee experience and improve talent retention and acquisition



Simplified benefit selection process via pre-vetted providers whose solutions integrate right within the PlanSource platform



Templated implementation and file delivery for expedited set-up and data exchange between PlanSource and our partners



Auto-registration capabilities to increase adoption and utilization



Optimized employee shopping experience to drive engagement

BEYOND YOUR EVERYDAY BENEFITS

PlanSource currently partners with employer benefit solutions across forty vendor categories such as healthcare navigation, mental well-being, women's health, disease management, pet insurance, identity protection providers and more, to provide a seamless experience to their customers.

Check out our partners at:
plansource.com/partners/marketplace/



Our providers in the PlanSource Partner Marketplace

ASSET PROTECTION

ALEX by Jellyvision
Armadillo
Liberty Mutual Home/Auto
McAfee
Norton LifeLock
Onduo

LIFESTYLE PLANNING

Benepass	SavvyFi
Givinga	SoFi
Homethrive	ThrivePass
IncentFit	TOOTRiS
Kinside	UrbanSitter
Nectar	zizzl health
Parentaly	

WEALTH

Allstate Identity Protection	MetLife Legal Plans
ARAG Legal Armadillo	MetLife Pet Insurance
Betterment at Work	Navigate Wellbeing
Boon Health	Norton LifeLock
Experian	Pet Benefit Solutions
Givinga	PTO Exchange
ID Watchdog	Questis
Juno	Salary Finance
Kashable	SavvyFi
Kinside	Selflessly
LegalEASE	SoFi
Legal Resources	TempoPay
Legal Shield ID Shield	ThrivePass
McAfee	United Pet Care
MetLife ID & Fraud Protection	Wagmo
powered by Aura	Wellness Coach

HEALTH

Accolade	Kumanu
AllyHealth	Masa MTS
Benepass	Maven
Boon Health	Medefy
Check Ups by Pathfinder Health	Modern Health
Carrot Fertility	Navigate Wellbeing
CirrusMD	Nest Collaborative
Employer DDS	Onduo
Famlee	Parentaly
Genomic Life	RethinkCare
Headspace	Rightway
Healthcare2U	Sword Health
Healthee	TempoPay
Hello Covered	ThrivePass
Homethrive	Wellness Coach
Intellihealth	Wysa
Jasper Health	Yes Health
Kindly Human	UrbanSitter



PlanSource Privacy Policy

Effective Date: September 23, 2019

PlanSource Benefits Administration, Inc. (“PlanSource”) operates the <https://plansource.com> website and the PlanSource Mobile App mobile application (hereinafter collectively referred to as the “Services”). This Privacy Policy, without waiving or otherwise releasing any right or obligation under any prior privacy policy or similar document or agreement of PlanSource, hereby amends and restates any such prior privacy policy as of the Effective Date above.

This page informs you of our policies regarding the collection, use and disclosure of personal data when you use our Services and the choices you have associated with that data.

DEFINITIONS

“**Cookies**” means small files of data sent from a website and stored on your device (computer or mobile device).

“**Data Controller**” means the natural or legal person who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any personal information are, or are to be, processed. For the purpose of this Privacy Policy, we are a Data Controller of your Personal Data.

“**Data Processor**” or “**Services Provider**” means any natural or legal person who processes the data on behalf of the Data Controller. We may use the services of various Services Providers in order to process your data more effectively.

“**Data Subject**” or “**User**” means any individual who is using our Services and is the subject of Personal Data.

“**Location Data**” means information associated with an electronic device that can be used to identify its physical location.

“**Personal Data**” means personally identifiable information about an individual who can be identified from such information (or from those and other information either in our possession or likely to come into our possession).

“**Usage Data**” means data collected automatically either generated by the use of the Services or from the Services infrastructure itself (for example, the duration of a page visit).



INFORMATION WE COLLECT AND USE

We collect several different types of information for various purposes to provide and improve our Services to you.

Personal Data

While using our Services, we may ask you to provide us with Personal Data. Such Personal Data may include, but is not limited to:

- Email address
- First name and last name
- Phone number
- Address, State, Province, ZIP/Postal code, City
- Cookies and Usage Data

We may use your Personal Data to contact you with newsletters, marketing or promotional materials and other information that may be of interest to you. You may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or instructions provided in any email we send or by contacting us.

Usage Data

We may also collect Usage Data whenever you visit our Services or when you access the Services by or through a mobile device. This Usage Data may include information such as your computer's Internet Protocol address (e.g., IP address), browser type, browser version, the pages of our Services that you visit, the time and date of your visit, the time spent on those pages, unique device identifiers and other diagnostic data.

When you access the Services with a mobile device, this Usage Data may include information such as the type of mobile device you use, your mobile device unique ID, the IP address of your mobile device, your mobile operating system, the type of mobile Internet browser you use, unique device identifiers and other diagnostic data.

Location Data

We may use and store Location Data if you give us permission to do so. We use this data to provide features of our Services, to improve and customize our Services.

You can enable or disable location services when you use our Services at any time by way of your device settings.

Tracking & Cookies Data

We use cookies and similar tracking technologies to track the activity of our Services and we hold certain information.

Cookies are files with a small amount of data which may include an anonymous unique identifier. Cookies are sent to your browser from a website and stored on your device. Other tracking technologies are also used such as beacons, tags and scripts to collect and track information and to improve and analyze our Services.

You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of our Services.

Examples of Cookies we use:

- **Session Cookies.** We use Session Cookies to operate our Services.
- **Preference Cookies.** We use Preference Cookies to remember your preferences and various settings.
- **Security Cookies.** We use Security Cookies for security purposes.



Use of Data

PlanSource uses the collected data for various purposes:

- To provide and maintain our Services
- To notify you about changes to our Services
- To allow you to participate in interactive features of our Services when you choose to do so
- To provide customer support
- To gather analysis or valuable information so that we can improve our Services
- To monitor the usage of our Services
- To detect, prevent and address technical issues
- To provide you with news, special offers and general information about other goods, services and events which we offer that are similar to those that you have already purchased or enquired about unless you have opted not to receive such information

RESIDENTS OF THE EUROPEAN ECONOMIC AREA

If you are a resident of the EEA, you have certain rights and protections under the law regarding the processing of your personal data. Please see the sections below for more details.

PlanSource is a voluntary processor of the data collected about you.

If you are a resident of the EEA, when we process your personal data, we will only do so in the following situations:

- If we need to use your personal data to perform our responsibilities under our contract with you (e.g., processing payments for and providing our services you have requested).
- If we have a legitimate interest in processing your personal data. For example, we process the personal data we collect from you to send you marketing communications, to communicate with you about changes to our Services, and to provide, secure, and improve our Services.
- If we request your consent to a specific processing activity, and you provide your consent in the manner indicated.
- In some cases, processing will be necessary for compliance with a legal obligation, such as response to legal process requests.

We store the information we collect about residents of the EEA for as long as is necessary for the purposes for which we originally collected it. We may retain certain information for legitimate business purposes or as required by law.

If you are a resident of the EEA, you have the right to access personal data we store about you and to ask that your personal data be corrected. In certain cases, you may also have the right to request that we erase data we are processing or to restrict or object to certain of our processing activities. You may also have the right to request that we provide the personal data you have provided us in a portable form for transmission to another controller's service. If you would like to exercise any of these rights, you may contact us as indicated in the "Contact Us" section below or contact your data controller directly.

If you are a resident of the EEA and have a concern about our processing of personal data that we are not able to resolve, you have the right to lodge a complaint with the data protection authority where you reside. For contact details of your local Data Protection Authority, please see: http://ec.europa.eu/justice/data-protection/article-29/structure/data-protection-authorities/index_en.htm.

Please direct any inquiries or complaints regarding our compliance with the Data Protection Principles (the "Principles") to the point of contact listed in the "Contact Us" section below. Under certain conditions specified by the Principles, you may also be able to invoke binding arbitration to resolve your complaint. PlanSource is subject to the investigatory and enforcement powers of the Federal Trade Commission. If PlanSource shares EU Data with



a third-party service provider that processes the data solely on PlanSource’s behalf, then PlanSource may be held liable for that third party’s processing of EU Data in violation of the Principles, unless PlanSource can prove that it is not responsible for the event giving rise to the damage.

INFORMATION FOR CALIFORNIA & VIRGINIA RESIDENTS

We collect Personal Data from US residents and comply with the consumer privacy laws of California, and Virginia (“US Privacy Laws”). This California and Virginia Residents Privacy Disclosure (“Disclosure”) applies to California and Virginia residents (“you” or “your”).

For the purposes of this Disclosure, “Personal Data” means information that is linked or reasonably linkable to a particular individual or household. However, the following categories of information are not Personal Data:

- Publicly available information;
- Deidentified or aggregated data; or
- Information otherwise excluded from the scope of US Privacy Laws.

This Disclosure provides the following information to you:

- Categories of Personal Data we collect;
- Purposes for which we use Personal Data;
- Categories of Personal Data we disclose to third parties;
- Categories of third parties to which we disclose Personal Data; and
- How you can exercise your rights under US Privacy Laws:
 - The rights to access, correct, or delete Personal Data;
 - The right to obtain a portable copy of Personal Data;
 - The right to limit the use of sensitive personal data in certain circumstances; and
 - The rights to opt out of targeted advertising, sales of personal data, or profiling.

Categories of Non-Sensitive Personal Data

The table below outlines the non-sensitive categories of Personal Data PlanSource collects about US residents and whether and how they are disclosed to third parties.

We collect Non-Sensitive Personal Data from the following sources:

- You
- Business Partners

Category of Personal Data: Identifiers
Examples
Identifiers may contain the following: Name, Address, Date of Birth, Social Security Number, Phone Number, Employment Status



Purpose(s)
Processing employee benefits, employee payroll and business to business transactions
Targeted Advertising
We do not engage in targeted advertising or share this data for targeted advertising purposes
Sale
This data is not sold to third parties
Sharing
This data may be shared with Business Partners
Retention Period
PlanSource will retain your Personal Data to the extent necessary to comply with our legal obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes and enforce our legal agreements and policies.
Category of Personal Data: Personal Characteristics
Examples
Personal Characteristics may contain the following: Gender
Purpose(s)
Processing of employee benefits and employee payroll
Targeted Advertising
We do not engage in targeted advertising or share this data for targeted advertising purposes



Sale
This data is not sold to third parties
Sharing
This data may be shared with Business Partners
Retention Period
PlanSource will retain your Personal Data to the extent necessary to comply with our legal obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes and enforce our legal agreements and policies.
Category of Personal Data: Internet/Electronic Activity
Examples
Internet/Electronic Activity may contain the following: Cookie IDs, your computer's Internet Protocol address (e.g., IP address), browser type, browser version, the pages of our Services that you visit, the time and date of your visit, the time spent on those pages, unique device identifiers and other diagnostic data.
Purpose(s)
To provide, maintain, improve, and enhance our Services. To understand and analyze how you use our Services and develop new products, services, features, and functionality.
Targeted Advertising
We do not engage in targeted advertising or share this data for targeted advertising purposes.
Sale
This data is not sold to third parties
Sharing
This data is not shared with third parties



Retention Period
PlanSource will retain your Personal Data to the extent necessary to comply with our legal obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes and enforce our legal agreements and policies.
Category of Personal Data: Professional Information
Examples
Professional Information may contain the following: Employment history
Purpose(s)
Processing of employee benefits and employee payroll
Targeted Advertising
We do not engage in targeted advertising or share this data for targeted advertising purposes
Sale
This data is not sold to third parties
Sharing
This data may be shared with Business Partners.
Retention Period
PlanSource will retain your Personal Data to the extent necessary to comply with our legal obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes and enforce our legal agreements and policies.

Categories of Sensitive Personal Data

The table below outlines the categories of Sensitive Personal Data PlanSource collects about US residents and whether they are disclosed to third parties. PlanSource obtains affirmative consent from you to process Sensitive Personal Data to the extent required by US Privacy Laws.

We collect Sensitive Personal Data from the following sources:



- You
- Business Partners

Category of Sensitive Personal Data: Government ID Data
Examples
Government ID Data may contain the following: Social Security number, Name, Address, DOB, and phone number
Purpose(s)
Processing of employee Benefits and employee payroll
Targeted Advertising
We do not engage in targeted advertising or share this data for targeted advertising purposes
Sale
This data is not sold to third parties
Sharing
This data may be shared with Business Partners.
Retention Period
PlanSource will retain your Personal Data to the extent necessary to comply with our legal obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes and enforce our legal agreements and policies

Business Partners

See the tables above for more details about how different categories of Personal Data are shared. We do not sell Personal Data to anyone.

Exercising your Personal Data Rights

You have the following rights under US Privacy Laws:

- The rights to access, correct, or delete Personal Data;
- The right to obtain a portable copy of Personal Data;



- The right to limit the use of Sensitive Personal Data in certain circumstances; and
- The rights to opt out of targeted advertising, sales of personal data, or profiling.

You can submit a request to exercise your personal data rights under US Privacy Laws by <https://www.requesteasy.com/6385-5889>. To protect your privacy, we may need to authenticate your identity before we respond to your rights request. We will use commercially reasonable efforts to verify your identity for this purpose. Any information you provide to authenticate your identity will only be used to process your rights request. Please be aware that we do not accept or process rights requests through other means (e.g., via fax or social media).

After submitting your request online, you will receive a follow-up email, which may include a link you must click on in order to verify your identity. If you do not click on that link, we may be unable to complete your request due to lack of verification. It is important that you provide a valid email address in order for us to be able to process your request.

We will respond to your rights request within 45 days, though in certain cases we may inform you that we will need up to another 45 days to act on your request. If we suspect fraudulent or malicious activity on or from your account, we will delay taking action on your request until we can appropriately verify your identity and the request as authentic. Also note that each of the rights are subject to certain exceptions. If you believe our response to your rights request is insufficient, you can appeal our decision by contacting PlanSource Corporate Compliance at compliance@plansource.com and we will inform you of our final decision within 45 days.

We reserve the right to decline to process, or charge a reasonable fee for, requests that are manifestly unfounded, excessive, or repetitive.

Limiting the Use of Sensitive Personal Data

You have the right to limit some uses of Sensitive Personal Data. In particular, you may direct companies not to use Sensitive Personal Data except as necessary to provide goods or services you have requested.

You may submit a request to limit the use of your sensitive Personal Data by submitting a rights request as described above.

Authorized Agent Requests

You may designate an authorized agent to make a rights request on your behalf. Your authorized agent may submit such a request by following the same method described above. We may require verification of your authorized agent in addition to the information for verification above for US residents and households.

Contact Us

If you have any questions or concerns regarding this Disclosure, contact us at compliance@plansource.com.

Children

Our Services are not directed to children, and we do not knowingly collect Personal Information from children under the age of 16. If you learn that a child has provided us with Personal Information, then you may contact us as indicated above.



Do Not Track

PlanSource does not currently take steps to respond to browsers' "Do Not Track" signals as no uniform standard to respond to such signals has been developed at this time.

RETENTION OF DATA

PlanSource will retain your Personal Data only for as long as is necessary for the purposes set out in this Privacy Policy. We will retain and use your Personal Data to the extent necessary to comply with our legal obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes and enforce our legal agreements and policies.

PlanSource will also retain Usage Data for internal analysis purposes. Usage Data is generally retained for a shorter period of time, except when this data is used to strengthen the security or to improve the functionality of our Services, or we are legally obligated to retain this data for longer periods.

TRANSFER OF DATA

Your information, including Personal Data, may be transferred to, and maintained on, computers located outside of your state, province, country or other governmental jurisdiction where the data protection laws may differ from those of your jurisdiction. For instance, data transferred from the European Economic Area ("EEA") to PlanSource in the United States will be processed pursuant to the EU Data Protection Regulation. In other cases, we will use European Commission-approved Standard Contractual Clauses to ensure an adequate level of protection for data originating from the EEA.

If you are located outside United States and choose to provide information to us, please note that we transfer the data, including Personal Data, to United States and process it there. Your consent to this Privacy Policy followed by your submission of such information represents your agreement to that transfer.

PlanSource will take all the steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy and no transfer of your Personal Data will take place to an organization or a country unless there are adequate controls in place including the security of your data and other personal information.

DISCLOSURE OF DATA

Business Transaction

If PlanSource is involved in a merger, acquisition or asset sale, your Personal Data may be transferred. We will provide notice before your Personal Data is transferred and becomes subject to a different Privacy Policy.

Disclosure for Law Enforcement

Under certain circumstances, PlanSource may be required to disclose your Personal Data if required to do so by law or in response to valid requests by public authorities (e.g. a court or a government agency).

Legal Requirements

PlanSource may disclose your Personal Data in the good faith belief that such action is necessary to:

- To comply with a legal obligation
- To protect and defend the rights or property of PlanSource Benefits Administration, Inc.
- To prevent or investigate possible wrongdoing in connection with the Services
- To protect the personal safety of users of the Services or the public
- To protect against legal liability



SECURITY OF DATA

The security of your data is important to PlanSource. We will use commercially acceptable means to protect your Personal Data.

SERVICE PROVIDERS

We may employ third party companies and individuals to facilitate our Services (“Services Providers”), provide the Services on our behalf, perform Services-related services, or assist us in analyzing how our Services is used.

These third parties have access to your Personal Data only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose.

ANALYTICS

We may use third-party Services Providers to monitor and analyze the use of our Services, including but not limited to the below:

Google Analytics

Google Analytics is a web analytics service offered by Google that tracks and reports website traffic. Google uses the data collected to track and monitor the use of our Services. This data is shared with other Google services. Google may use the collected data to contextualize and personalize the ads of its own advertising network. For more information on the privacy practices of Google, please visit the [Google Privacy & Terms web page](#).

Links to Other Sites

Our Services may contain links to other sites that are not operated by us. If you click a third party link, you will be directed to that third party’s site. We strongly advise you to review the Privacy Policy of every site you visit.

We have no control over and assume no responsibility for the content, privacy policies, or practices of any third party sites or services.

CHILDREN’S PRIVACY

We do not knowingly collect personally identifiable information from anyone under the age of 18. If you are a parent or guardian and you are aware that your child has provided us with Personal Data, please contact us. If we become aware that we have collected Personal Data from children without verification of parental consent, we will take steps to remove that information from our servers.

CHANGES TO THIS PRIVACY POLICY

We may update our Privacy Policy from time to time. We will notify you of any changes by updating the Effective Date at the top of this Privacy Policy and posting the new Privacy Policy on this page.

You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page. You will be deemed to have been made aware of, will be subject to,



and will be deemed to have accepted the changes in any revised Privacy Policy by your continued use of the Site after the date such revised Privacy Policy is posted.

ACCEPTANCE OF THESE TERMS

By using this Site, you signify your acceptance of this Privacy Policy. If you do not agree to this Privacy Policy, please do not use our Site. Your continued use of the Site following the posting of changes to this policy will be deemed your acceptance of those changes.

CONTACT US

If you have any questions about this Privacy Policy, please contact us at compliance@plansource.com.

This privacy policy was last revised on: May 24, 2023



HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "Agreement") is entered into as of June 29, 2023 by and among Johnson County of Texas, (hereinafter "Covered Entity") and PlanSource Benefits Administration, Inc. (hereinafter "Business Associate").

WHEREAS, Covered Entity and Business Associate are parties to one or more agreements and/or may in the future become parties to additional agreements (collectively, the "Underlying Agreements"), pursuant to which Business Associate provides certain services to Covered Entity and, in connection with such services, creates, receives, uses or discloses for or on behalf of Covered Entity certain individually identifiable Protected Health Information ("PHI") that is subject to protection under the Health Insurance Portability and Accountability Act of 1996 as amended by the Health Information Technology for Economic and Clinical Health Act Title XIII of Division A of the American Recovery and Reinvestment Act, 2009 ("HITECH") and regulations promulgated there under, as such law and regulations may be amended from time to time (collectively, "HIPAA"); and

WHEREAS, Covered Entity and Business Associate wish to comply in all respects with the requirements of HIPAA, including requirements applicable to the relationship between a Covered Entity and its Business Associates;

NOW, THEREFORE, in consideration of the mutual promises set forth below and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **DEFINITIONS.** Terms used but not otherwise defined in this Agreement will have the same meaning as those terms in HIPAA.
2. **OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.**

Business Associate agrees to:

- a. Not use or disclose PHI other than as permitted or required by the Underlying Agreement, this Agreement or as required by law;
- b. Establish and use appropriate administrative, technical and physical safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Agreement;
- c. Report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- d. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information;
- e. Make available PHI in a designated record set to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;



- f. Make any amendment(s) to PHI in a designated record set as directed or agreed to by Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526;
- g. Maintain and make available the information required to provide an accounting of disclosures to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528;
- h. To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s); and
- i. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with HIPAA.

3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

Except as otherwise limited in this Agreement:

- a. Business Associate may only use or disclose PHI to perform functions, activities, or services for or on behalf of Covered Entity as specified in the Agreement.
- b. Business Associate may use or disclose PHI as required by law.
- c. Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity's minimum necessary policies and procedures.
- d. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity.

4. OBLIGATIONS OF COVERED ENTITY.

- a. Covered Entity represents that it has obtained or will obtain all consents or authorization that may be required by HIPAA and applicable state law prior to furnishing Business Associate with PHI.
- b. Covered Entity will notify Business Associate of any limitation(s) in its Notice of Privacy Practices of Covered Entity under 45 CFR Part 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- c. Covered Entity will notify Business Associate in writing promptly, but in no event later than, two (2) business days, of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- d. Covered Entity will notify Business Associate in writing of any restriction on the use or disclosure of PHI 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 Business Associate's use or disclosure of PHI.



5. TERM AND TERMINATION

- a. *Term.* This Agreement will be effective as of the date indicated above and will continue in effect unless terminated as provided in this Agreement.
- b. *Termination by Covered Entity.* Covered Entity may immediately terminate this Agreement if Covered Entity determines that Business Associate has breached a material term of this Agreement provided that Business Associate has not cured such breach within five (5) business days of receipt of written notice thereof by Covered Entity.
- c. *Termination by Business Associate.* Business Associate may immediately terminate this Agreement if Business Associate determines that Covered Entity has breached a material term of this Agreement provided that Covered Entity has not cured such breach within five (5) business days of receipt of written notice thereof by Business Associate.
- d. *Automatic Termination.* This Agreement will automatically terminate without further action of the parties upon the termination or expiration of the Underlying Agreements between Covered Entity and Business Associate.
- e. *Effect of Termination.* Upon the termination of this Agreement for any reason, Business Associate shall (i) retain only that PHI which is necessary for Business Associate to continue its proper management and administration or carry out its legal responsibilities; (ii) return to Covered Entity or destroy the remaining PHI; provided, however, that if return or destruction of said PHI is not commercially feasible, Business Associate will notify Covered Entity of same in writing; (iii) continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section for as long as Business Associate retains PHI; (iv) not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set forth in this Agreement.

6. MISCELLANEOUS

- a. *Entire Agreement.* This Agreement constitutes the entire agreement of the parties with respect to the parties' compliance with HIPAA and supersedes all prior or contemporaneous written or oral memoranda, arrangements, contracts or understandings between the parties hereto relating to same.
- b. *Amendment.* The parties agree to take such action as is necessary to comply with the requirements of HIPAA, as amended, and any other applicable laws. Business Associate will have the right to amend this Agreement at any time through the addition or modification of amendments to this Agreement in order to comply with HIPAA and other laws and regulations as applicable to the parties' relationship under HIPAA. This Agreement will automatically be amended such that the obligations imposed on either or both parties will allow the parties to remain in compliance with such regulations and laws.
- c. *Regulatory References.* A reference in this Agreement to a section in HIPAA means the section as in effect or as amended.
- d. *Survival.* Business Associate's obligations in respect to the use, disclosure and protection of PHI will survive any termination of this Agreement.
- e. *Interpretation.* Any ambiguity in this Agreement will be resolved to permit Covered Entity and/or Business Associate to comply with HIPAA.

PLANSOURCE

- f. *Choice of Law.* This Agreement will be interpreted and enforced in accordance with HIPAA and, to the extent that state law is not preempted by HIPAA, the laws of the state of Texas, without regard to its conflict of law principles. Any legal or administrative proceedings brought to enforce the provisions of this Agreement, or to seek damages or equitable relief for its breach, will be brought in the state of Texas.

This Agreement is accepted and agreed as of the Effective Date by:

PlanSource Benefits Administration, Inc.

DocuSigned by:
By: Thomas Signorello
DOE6B8F05D0B474
Thomas Signorello
Chief Executive Officer

Johnson County of Texas

By: Christopher Boedeker
Name: Christopher Boedeker
Title: County Judge