

Professional Services Agreement

This is an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of Human Resources, 121 7th Place East, Suite 2100, Saint Paul, MN 55101 ("County") and HealthPartners Administrators, Inc., 8170 33rd Avenue South, P.O. Box 1309, Minneapolis, MN 55440, registered as a Corporation in the State of Minnesota ("Contractor").

1. Term

1.1.

The original term of this Agreement shall be from May 12, 2021 through December 31, 2023 and may be renewed for up to one (1) additional three year period(s).

The full term of this agreement (including renewals) is 4 year(s), 7 month(s) and 19 day(s).

1.1.1.

Contract renewals shall be made by way of a written Amendment to the original contract and signed by authorized representatives.

2. Scope of Service

The County agrees to purchase, and the Contractor agrees to furnish, services described as follows:

2.1.

The Contractor shall provide all personnel, materials, software, and equipment necessary to assist the County in managing the County's Health Care Reimbursement Plan (HCRP) Dependent Care Reimbursement Plan (DCRP) and Transportation Expense Reimbursement Plan (TERP) (hereafter referred to as the "Plan") and shall maintain and administer the County's Plan, in accordance with the following requirements.

2.1.1. Services: The Contractor shall provide, at minimum, the following services for the Plan:

A. Assist the County in managing the Plan by managing reimbursements requests from participant accounts and providing day to day oversight of system accessibility and issue resolution.

B. Provide quarterly year to date forfeiture reports for Ramsey County to review for accuracy prior to the Contractor finalizing the forfeiture amount.

C. Review and verify reimbursement claims for eligibility, accuracy and completeness based on applicable laws, the County's Plan provisions.

D. Generate reimbursement checks/direct deposits for participants at least once per week.

E. Generate for each program participant any applicable Plan account summaries prior to the end of the plan year that indicate any funds still available for reimbursement. These account summaries should be provided no later than 30 days prior to the end of the plan year.

- F. Provide an account representative(s) to respond to County questions and requests concerning claims, complaints, laws, rules or regulations.
- G. Provide a toll-free customer service phone line for responding to employee questions.
- H. Provide a reimbursement request process that includes the ability to submit both electronic and paper reimbursement requests.
- I. In conjunction with the County, provide a welcome packet annually to participants, including the Summary Plan Description for the Plan.
- J. Provide a website where participants can obtain all necessary forms, program information, and secure employee account information.
- K. Maintain hard copies or electronic files of all pertinent reimbursement account data.
- L. Create and provide all necessary forms and written program information to supply all County employees enrolled in the Plan.
- M. Provide debit card services for the HCRP and DCRP to include, but not be limited to: 1) set-up of eligible expenses in accordance with Ramsey County's Plan specifications for electronic reimbursement of expenses; 2) provision of debit cards; and 3) any and all other related services necessary for the set-up and administration of HCRP and DCRP debit card services.

2.1.2. Service Requirements:

- A. All services must be provided in compliance with all current federal, state, and local laws or ordinances and all applicable rules, regulations, and standards as they relate to the maintenance and administration of flexible spending accounts and transportation expense reimbursement account. Contractor must be authorized to provide flexible spending account program administration services in the State of Minnesota and agree to provide financial reports necessary to establish transparency in the administration of Ramsey County plan participant funds.
- B. Contractor shall inform the Benefits Division of the Ramsey County Human Resources Department on an ongoing and timely basis of any changes in laws, ordinances, rules, regulations or standards that may impact the Plan. Contractor must possess a robust data management system and online programs that can provide account enrollment processing, claims processing, employee reimbursement, account maintenance, employee reporting, employer reporting, discrimination testing, and storage of pertinent account data.

2.1.3 Information Security:

- A. Due to interfaces and/or integrations with County systems and transmission and storage of private county employee data, Contractor will comply with the County's Hosting and/or Cloud Services Security Standards. The Hosting Security Exhibit is attached and made a part of this Agreement as Attachment A.

2.1.4 Additional Documents and Order of Governance: County and Contractor shall comply with Attachment B – Flexible Spending Account Administrative Services Agreement (ASA), Exhibit 2 - Summary Plan Description, Exhibit 3 - Payment Schedule,

Exhibit 4 - FSA Funding Arrangement, and Exhibit 5 - Performance Guarantee, which are attached and made a part of this Agreement. **In case of conflict between the Professional Service Agreement (PSA) and any attachment or exhibit, this PSA shall control, with the exception of the Funding Agreement (Exhibit 4) which shall control in relation to Fund Payments.**

2.2.

The Contractor shall make every reasonable effort to provide services in a universally accessible, multi-cultural and/or multi-lingual manner to persons of diverse populations.

2.3.

The Contractor agrees to furnish the County with additional programmatic and financial information it reasonably requires for effective monitoring of services. Such information shall be furnished within a mutually agreed upon period, set by the County, upon request.

3. Schedule

The Contractor shall provide services according to a mutually agreed upon timeline.

4. Cost

4.1.

The County shall pay the Contractor the following unit rates:

Standard FSA (Health/Dependent Care/Transportation Expense): \$2.50/per enrolled per month

Debit Card: no cost

FSA One Time Implementation Fee: \$0

Annual FSA Fee for groups with less than 20 participants: \$400

Nondiscrimination Testing (HRA/FSA) per testing period: \$500

5. Special Conditions

5.1.

Rates will remain firm through the initial term of the contract. First potential price/rate increase will not be available until the contract's anniversary date in 2023.

Contractors must submit a written request for price/rate adjustments at a minimum 30 days prior to the contract anniversary date and receive written approval from the Ramsey County Procurement Office before any price/rate adjustment becomes effective. Ramsey County may require the Contractor to provide additional backup documentation and justification before approval of their price/rate adjustment request. Rates may not be increased more than once during a twelve-month period.

Rate increases must be made via written amendment to this Agreement.

5.2.

During the term of this Agreement, the parties agree to work together to amend this Agreement to accommodate accidental omissions. If Ramsey County discovers unanticipated needs, or desires new service offerings, the parties will work together to determine the services and related fees.

6. General Contract/Agreement Terms and Conditions

6.1. Payment

6.1.1.

Payment shall be made by County to Contractor as governed by Attachment B - Administrative Services Agreement – and Exhibit 4 – FSA Funding Agreement.

6.1.2.

Payments shall be made when the materials/services have been received in accordance with the provisions of the resulting contract.

6.2. Application for Payments

6.2.1.

The Contractor shall submit an invoice as mutually agreed upon by Contractor and the County.

6.2.2.

Invoices for any goods or services not identified in this Agreement will be disallowed.

6.2.3.

[intentionally omitted]

6.2.4.

Payment shall be made within thirty-five (35) calendar days after the date of receipt of a detailed invoice and verification of the charges.

Payment shall be made by County to Contractor as governed by Attachment B - Administrative Services Agreement – and Exhibit 4 – FSA Funding Agreement.

6.2.5.

Payment of interest and disputes regarding payment shall be governed by the provisions of Minnesota Statutes §471.425.

6.2.6.

As applicable, the Contractor shall pay any subcontractor within ten days of the Contractor's receipt of payment from the County for undisputed services provided by the subcontractor. The Contractor shall pay interest of 1 1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

6.3. Independent Contractor

The Contractor is and shall remain an independent contractor throughout the term of this Agreement and nothing herein is intended to create, or shall be construed as creating, the relationship of partners or joint ventures between the parties or as constituting the Contractor as an employee of the County.

6.4. Successors, Subcontracting and Assignment

6.4.1.

The Contractor binds itself, its partners, successors, assigns and legal representatives to the County in respect to all covenants and obligations contained in this Agreement.

6.4.2.

The Contractor shall not assign or transfer any interest in this Agreement without prior written approval of the County and subject to such conditions and provisions as the County may deem necessary.

6.4.3.

The Contractor shall not enter into any subcontract for performance of any services under this Agreement without the prior written approval of the County. The Contractor shall be responsible for the performance of all subcontractors.

6.5. Compliance With Legal Requirements

6.5.1.

The Contractor shall comply with all applicable federal, state and local laws and the rules and regulations of any regulatory body acting thereunder and all licenses, certifications and other requirements necessary for the execution and completion of the contract.

6.5.2.

Unless otherwise provided in the agreement, the Contractor, at its own expense, shall secure and pay for all permits, fees, charges, duties, licenses, certifications, inspections, and other requirements and approvals necessary for the execution and completion of the contract, including registration to do business in Minnesota with the Secretary of State's Office.

6.6. Data Practices

6.6.1.

All data collected, created, received, maintained or disseminated for any purpose in the course of the Contractor's performance under this Agreement is subject to the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

6.6.2.

The Contractor designates CDHP Supervisor as its Responsible Designee, pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.02 Subdivision 6, as the individual responsible for any set of data collected to be maintained by Contractor in the execution of this Agreement.

6.6.3.

The Contractor shall take all reasonable measures to secure the computers or any other storage devices in which County data is contained or which are used to access County data in the course of providing services under this Agreement. Access to County data shall be limited to those persons with a need to know for the provision of services by the Contractor. Except where client services or construction are provided, at the end of the Project all County data will be purged from the Contractor's computers and storage devices used for the Project and the Contractor shall give the County written verification

that the data has been purged. Data that cannot be purged will be communicated to the County. Data will be protected indefinitely as specified under the terms of the agreement.

6.7. Security

6.7.1.

The Contractor will at all times, maintain compliance with Contractor's Information Security Policies which have been provided to the County. Contractor will not modify any Information Security Policies without reasonable prior notice to the County.

Contractors shall report to Ramsey County any privacy or security incident regarding the information of which it becomes aware. "Security Incident" means the service disruption or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with System operations in an information system. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached. This report must be in writing and sent to the County not more than 7 days after learning of such non-permitted use or disclosure. Such a report will at least: (1) Identify the nature of the non-permitted use or disclosure; (2) Identify the data used or disclosed; (3) Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure; (4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; (5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and (6) Provide such other information, including any written documentation, as the County may reasonably request. The Contractor is responsible for notifying all affected individuals whose sensitive data may have been compromised as a result of the Security or Privacy incident.

6.7.2.

Contractors must ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.

6.7.3.

The County retains the right to inspect and review the Contractor's operations for potential risks to County operations or data. The review may include a review of the physical site, technical vulnerabilities testing, and an inspection of documentation such as security test results, IT audits, and disaster recovery plans.

6.7.4.

All County data and intellectual property stored in the Contractor's system is the exclusive property of the County.

6.8. HIPAA Compliance

6.8.1.

The Contractor agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA, public law #104-191) and its amendments. The Contractor also agrees to comply with the HIPAA Privacy requirements, the HIPAA

Standards for Electronic Transactions, the HIPAA Security requirements, the HIPAA Enforcement Rule, the HIPAA Breach Notification requirements, and any other applicable HIPAA laws, standards and requirements now or as they become law, including any future guidance issued by the Secretary of Health and Human Services.

6.8.2.

Because the Contractor's function or service, described in Section I, Scope of Services, will involve the disclosure of Protected Health Information (PHI) by the County, or the creation, use or disclosure of PHI by the Contractor on behalf of the County, the County (Covered Entity) is required to enter into a separate Business Associate Agreement (BAA) with the Contractor (Business Associate). The BAA ensures that the Contractor's performance under this contract (the Covered Agreement) complies with the privacy and security requirements under HIPAA and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH ACT). Consequently, the Contractor agrees to the terms and conditions of the BAA, attached hereto and incorporated herein by reference as Exhibit 1, and the parties further agree that the electronic approval of this contract also constitutes approval of the BAA.

6.9. Indemnification

The Contractor shall indemnify, hold harmless and defend the County, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which the County, its officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any negligent, grossly negligent or intentionally wrongful act or omission of the Contractor, or its subcontractors, and their officers, agents or employees, in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the County's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the County's failure to fulfill its obligation under this Contract. The County agrees to notify the Contractor promptly in writing of any actual or threatened action, suit or proceeding to which the County claims such indemnity applies.

6.10. Contractor's Insurance**6.10.1.**

The Contractor shall purchase or maintain a program of self-insurance and excess coverage such as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under this Agreement, whether such operations are by the Contractor or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.

6.10.2.

Throughout the term of this Agreement, the Contractor shall secure the following coverages and comply with all provisions noted.

Commercial general liability of no less than \$500,000 per claim, \$1,500,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations total limit, \$1,500,000 personal injury and advertising liability.

6.10.2.1.

All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent. Coverage shall include contractual liability and XCU. Contractor will be

required to provide proof of completed operations coverage for 3 years after substantial completion.

6.10.2.2.

The Contractor is required to add Ramsey County, its officials, employees, volunteers and agents as Additional Insured to the Contractor's Commercial General Liability, Auto Liability, Pollution and Umbrella policies with respect to liabilities caused in whole or part by Contractor's acts or omissions, or the acts or omissions of those acting on Contractor's behalf in the performance of the ongoing operations, services and completed operations of the Contractor under this Agreement. The coverage shall be primary and non-contributory.

6.10.3.

Professional liability of no less than \$1,000,000 per claim and \$3,000,000 aggregate limit.

6.10.3.1.

If coverage is carried on a claims-made basis, then 1) the retroactive date shall be noted on the Certificate and shall be prior to or the day of the inception of the contract; and 2) evidence of coverage shall be provided for three years beyond expiration of the contract.

6.10.3.2.

Ramsey County, its officials, employees, and agents, shall be added to the policy as additional insured; a separation of insureds endorsement shall be provided to the benefit of the County.

6.10.4.

Workers' Compensation as required by Minnesota Law. Employer's liability with limits of \$500,000/\$500,000/\$500,000.

6.10.5.

An umbrella or excess liability policy over primary liability insurance coverages is an acceptable method to provide the required commercial general liability and employer's liability insurance amounts. If provided to meet coverage requirements, the umbrella or excess liability policy must follow form of underlying coverages.

6.10.6.

If the Contractor is driving on behalf of the County as part of the Contractor's services under the Agreement, a minimum of \$1,000,000 combined single limit auto liability, including hired, owned, and non-owned.

6.10.7.

The Contractor waives all rights against Ramsey County, its officials, employees, volunteers or agents for recovery of damages to the extent these damages are covered by the general liability, worker's compensation, and employers liability, automobile liability and umbrella liability insurance required of the Contractor under this Agreement.

6.10.8.

These are minimum insurance requirements. It is the sole responsibility of the Contractor to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Copies of policies shall be submitted to the County upon written request.

6.10.9.

[intentionally omitted]

6.10.10.

The Contractor shall not commence work until it has obtained the required insurance.

6.10.11.

[intentionally omitted]

6.10.12.

Nothing in this Agreement shall constitute a waiver by the County of any statutory or common law immunities, defenses, limits, or exceptions on liability.

6.10.13.

A Crime and Fidelity Bond is required if the Contractor is handling money for the County or has fiduciary responsibilities. The required amount will be as set forth in the solicitation document.

6.11. Audit

Until the expiration of six years after the furnishing of services pursuant to this Agreement, the Contractor, upon request, shall make available to the County, the State Auditor, or the County's ultimate funding source, a copy of the Agreement, and the books, documents, records, and accounting procedures and practices of the Contractor relating to this Agreement.

6.12. Notices

All notices under this Agreement, and any amendments to this Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid, when delivered via personal service or when received if sent by overnight courier. All notices shall be directed to the Parties at the respective addresses set forth below. If the name and/or address of the representatives changes, notice of such change shall be given to the other Party in accordance with the provisions of this section.

County:

Greg Anderson, 121 7th Place East, Suite 2100 Saint Paul, MN 55101 ;

Contractor:

Brian O'Shields, with a copy to HealthPartners Administrators, Inc. General Counsel, 8170 33rd Avenue South, P.O. Box 1309, Minneapolis, MN 55440

6.13. Non-Conforming Services

The acceptance by either party of any non-conforming goods/services under the terms of this Agreement or the foregoing by either party of any of the rights or remedies arising under the terms of this Agreement shall not constitute a waiver of either party's right to conforming services or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies of either party provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

6.14. Setoff

Notwithstanding any provision of this Agreement to the contrary, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the Contractor. The County may withhold any payment to the Contractor for the

purpose of setoff until such time as the exact amount of damages due the County from the Contractor is determined.

6.15. Conflict of Interest

The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be deemed a material breach of this Agreement.

6.16. Respectful Workplace and Violence Prevention

The Contractor shall make all reasonable efforts to ensure that the Contractor's employees, officers, agents, and subcontractors do not engage in violence while performing under this Agreement. Violence, as defined by the Ramsey County Respectful Workplace and Violence Prevention Policy, is defined as words and actions that hurt or attempt to threaten or hurt people; it is any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority, where the impact is to cause pain, fear or injury.

6.17. Force Majeure

Neither party shall be liable for any loss or damage incurred by the other party as a result of events outside the control of the party ("Force Majeure Events") including, but not limited to: war, storms, flooding, fires, strikes, legal acts of public authorities, or acts of government in time of war or national emergency.

6.18. Unavailability of Funding - Termination

The purchase of goods and/or labor services or professional and client services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds by the Board of County Commissioners. The County may immediately terminate this Agreement if the funding for the purchase is no longer available or is not appropriated by the Board of County Commissioners. Upon receipt of the County's notice of termination of this Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to this Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to the County.

6.19. Termination

6.19.1.

The County may immediately terminate this Agreement if any proceeding or other action is filed by or against the Contractor seeking reorganization, liquidation, dissolution, or insolvency of the Contractor under any law relating to bankruptcy, insolvency or relief of debtors. The Contractor shall notify the County upon the commencement of such proceedings or other action.

6.19.2.

If the Contractor violates any material terms or conditions of this Agreement the County may, without prejudice to any right or remedy, give the Contractor, and its surety, if any, seven (7) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If the Contractor fails to cure the deficiency within the

seven (7) day cure period, this Agreement shall terminate upon expiration of the cure period.

6.19.3.

The County may terminate this Agreement without cause upon giving at least thirty (30) calendar days written notice thereof to the Contractor. In such event, the Contractor shall be entitled to receive compensation for services provided in compliance with the provisions of this Agreement, up to and including the effective date of termination.

6.19.4.

Either HPAI or the Plan Sponsor may terminate if the Plan Sponsor's Master Group Contract with HealthPartners Insurance Company or Medical Administrative Services Agreement and/or Dental Administrative Services Agreement is terminated, effective on the effective date of the termination under the Master Group Contract, Medical Administrative Services Agreement and/or Dental Administrative Services Agreement.

6.20. Interpretation of Agreement; Venue

6.20.1.

The Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate State or Federal District Court in Ramsey County, Minnesota.

6.20.2.

The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

6.21. Warranty

The Contractor warrants that it has the legal right to provide the goods and services identified in this Agreement and further warrants that the goods and services provided shall be in compliance with the provisions of this Agreement.

6.22. Infringement

6.22.1.

To the extent applicable, complementary to other "hold harmless" provisions included in this Agreement, the Contractor shall, without cost to the County, defend, indemnify, and hold the County, its officials, officers, and employees harmless against any and all claims, suits, liability, losses, judgments, and other expenses arising out of or related to any claim that the County's use or possession of the software, licenses, materials, reports, documents, data, or documentation obtained under the terms of this Agreement, violates or infringes upon any patents, copyrights, trademarks, trade secrets, or other proprietary rights or information, provided that the Contractor is promptly notified in writing of such claim. The Contractor will have the right to control the defense of any such claim, lawsuit, or other proceeding. The County will in no instance settle any such claim, lawsuit, or proceeding without the Contractor's prior written approval.

6.22.2.

If, as a result of any claim of infringement of rights, the Contractor or County is enjoined from using, marketing, or supporting any product or service provided under the agreement with the County (or if the Contractor comes to believe such injunction imminent), the Contractor shall either arrange for the County to continue using the software, licenses, materials, reports, documents, data, or documentation at no additional

cost to the County, or propose an equivalent, subject to County approval. The acceptance of a proposed equivalent will be at the County's sole discretion. If no alternative is found acceptable to the County acting in good faith, the Contractor shall remove the software, licenses, materials, reports, documents, data, or documentation and refund any fees and any other costs paid by the County in conjunction with the use thereof.

6.23. Debarment and Suspension

Ramsey County has enacted Ordinance 2013-330 [Ramsey County Debarment Ordinance](#) that prohibits the County from contracting with contractors who have been debarred or suspended by the State of Minnesota and/or Ramsey County.

6.24. Diverse Workforce Inclusion

For information and assistance in increasing the participation of women and minorities, contractors are encouraged to access the web sites below:

1. <http://www.JobConnectmn.com/>
2. <http://www.ConstructionHiringConnection.com/>

Job Connect and the Construction Hiring Connection provide a recruiting source for employers and contractors to post job openings and source diverse candidates.

Ramsey County's Job Connect links job seekers, employers, and workforce professionals together through our website, networking events and community outreach. The network includes over 10,000 subscribed job seekers ranging from entry-level to highly skilled and experienced professionals across a broad spectrum of industries.

Employers participate in the network by posting open jobs, meeting with workforce professionals and attending hiring events. Over 200 Twin Cities community agencies, all working with job seekers, participate in the network.

Ramsey County's Construction Hiring Connection (CHC) is an online and in-person network dedicated to the construction industry. The Construction Hiring Connection connects contractors and job seekers with employment opportunities, community resources and skills training related to the construction industry. Construction Hiring Connection is a tool for contractors to help meet diversity hiring goals. Over 1000 construction workers, representing all trades, ranging from newly graduated to journey level, are subscribed to the Construction Hiring Connection.

Additional assistance is available through jobconnectmn@ramseycounty.us or call 651-266-6042.

6.25. Alteration

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and signed by both parties.

6.26. Entire Agreement

The written Agreement, including all attachments, represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations or contracts, either written or oral. No subsequent agreement between the County and the Contractor to waive or alter any of the provisions of this Agreement shall be valid unless made in the form of a written Amendment to this Agreement signed by authorized representatives of the parties.

Attachment A

Hosting and/or Cloud Services and Security Standards (“Hosting Security Exhibit”)

1. **Virtual Infrastructure/Cloud Services.** In addition to the Contractor responsibilities listed in the Agreement by and between the Parties, Contractor acknowledges and agrees to assume the following additional responsibilities:
 - 1.1. **Connectivity.** Contractor will provide the connectivity as described in in the Agreement.
 - 1.2. **Load Balancing.** Contractor will load balance the County applications to meet the needs of the County’s operations, as may be further described in the County’s system architecture specifications, or as mutually agreed to by the Parties.
 - 1.3. **Security.** Contractor will implement reasonable and appropriate systems and procedures sufficient to ensure the security and confidentiality of the County Data, as further specified herein. County Data is defined as the data described in the Data Practices section of this Professional Services Agreement.
 - 1.4. **SOC 3.** Contractor will provide the Services utilizing a SOC 2 compliant data center located in the continental United States. Contractor will perform periodic audits (SOC 2 or other industry equivalent standard mutually agreed to by the Parties) of Contractor’s security controls (i.e., physical and logical security, network configuration, change/problem and vulnerability management and recovery services), and make available to the County a copy of such SOC 2 report and, upon the County’s request, written reports regarding such audits. In the event of any qualified statements in such reports that materially impact the County, the County may immediately terminate the Agreement for material breach without further period to cure.
 - 1.5. **Back-up Services.** Recovery data must be encrypted and kept within the continental United States. Contractor will ensure that the appropriate disaster recovery planning, testing and backup data storage enables services to be available within defined recovery time objectives. Restoration will be performed within the interval of two to four hours depending on the urgency of the request; and the agreed upon location of the desired back-up media; and if the location is expected to be down for more than 24 hours, Contractor will immediately transfer appropriate back-up data and re-establish all hosting operations in an appropriately functioning secondary server or location.
 - 1.6. **Anti-Virus Software.** Contractor will install and maintain industry standard anti-virus and anti-spyware software for all physical and virtual servers used to provide the Services.
 - 1.7. **Fix Errors.** Contractor will use Contractor’s best efforts to promptly remedy any failure of the Services.
2. **Monitoring Services.** Contractor will provide the following additional Services with respect to system monitoring:
 - 2.1. **Access.** Contractor will provide access to Contractor’s client portal as well as the processes and services

2.2. Monitoring and Detection. [intentionally omitted]

2.3. Equipment Monitored. The County requests that the Services be provided to cover the computer related items detailed on any network and infrastructure equipment inventory list maintained by Contractor in any County provided disaster recovery guidelines.

2.3.1. Additional Equipment. If the County has or purchases additional equipment, the monthly fee for Services will automatically be increased at the beginning of the following month to cover the additional equipment. Additional equipment must be inspected and certified as “fit for purpose” by Contractor before it is covered under this Hosting Security Exhibit.

2.3.2. Equipment Retirement. If the County retires equipment that is not replaced in kind, the monthly fee for Services will automatically be decreased at the beginning of the next month to account for the decrease in the need for support. The County must notify Contractor of the equipment retirement date via e-mail.

2.3.3. County To Provide Access. The County will provide full and complete access, including admin usernames and password, to all equipment covered under this Hosting Security Exhibit.

2.4. Notification. Contractor will notify the County of disruption in any Services

2.5. Fix Issues. Contractor will promptly apply a fix to any disruption in the Services. The County may communicate with Contractor’s Account Manager.

2.6. Initiation of Client Portal Tickets. Unless stated otherwise, client portal tickets are initiated or escalated within 15 minutes of receipt.

3. Technical Support Response and Resolution Times. Contractor shall provide reasonable notice to County prior to any planned system outages. When County experiences a new incident, Contractor shall label it with a severity level. Issues shall be processed according to severity and then in the order that the incident was reported as described below:

- **Critical –** System is non-operational. Contractor’s technical support will respond to the County within fifteen (15) minutes of notice and resolution will be within two (2) hours of notice.
- **High –** Major function of System is unavailable. No workaround is available. Contractor’s technical support will respond to the County within four (4) business hours of notice and resolution will be within one (1) business day of notice.
- **Medium –** System functionality is impeded. A workaround is available. Contractor’s technical support will respond to the County within one (1) business day of notice and resolution will be as mutually agreed by the Contractor and the County.

4. Operating System Patch Services. Contractor will provide the following Services with respect to operating system Patches:

4.1. Patch Monitoring Services. Contractor will monitor recommendations from software vendors relating Patches (defined below) to software used in one or more Services.

4.2. **Installation Services.** Contractor will install Patches at a time appropriate to their risk level, which may include considering the following factors: any possible disruption to the Services, and the urgency of the need to install the Patch.

4.3. **Notification.** [intentionally omitted]

4.4. **Definition of Patch.** For the purposes of this Hosting Security Exhibit, the term “Patch” means platform and applications software security and anti-virus updates and other software fixes and updates issued by and recommended for installation by software vendors for Software used in one or more Services.

5. **Security Standards.** Contractor shall comply with all security measures and policies as outlined in the Agreement as well as Contractor’s data privacy, security policies, client guide and/or Information Security Policy, and security procedures that apply to county data, which have been provided to the County and are herewith included herein by reference. The Contractor shall not modify data privacy and security policies which would result in degradation of any data or security policies without prior notice to the County. In the event Contractor materially degrades the information security standard during any Policy change, such degradation shall constitute a material breach by Contractor under the Agreement Contractor will comply with applicable U.S. laws and regulations concerning information security, the US-EU Privacy Shield Framework as established by the United States Department of Commerce and conduct SSAE 16 audits (or SOC 2) at least annually, or in the event it is superseded, the resultant SSAE 16 equivalent.

6. **Security Program.** Contractor agrees and represents that it currently maintains information protection practices and procedures (“Security Program”) that complies with industry best practice and applicable privacy laws. Contractor’s Security Program includes, at a minimum:

5.1. Appropriate administrative, technical, and physical safeguards and other security measures designed to ensure the security and confidentiality of County Data;

5.2. A security design intended to prevent any compromise of Contractor’s own information systems, computer networks or data files by unauthorized users, viruses, or malicious computer programs which could in turn be propagated to County;

5.3. Appropriate internal practices including, but not limited to, encryption of data in transit or at rest; using appropriate firewall and antivirus software; maintaining these countermeasures, operation systems and other applications with up-to-date virus definitions and security patches so as to avoid any adverse impact to County’s systems or information; appropriate logging and alerts to monitor access controls and assure data integrity and confidentiality; installing and operating security mechanisms in the manner intended sufficient to ensure County government operations must not be disrupted; permitting only authorized users access to systems and applications; and preventing unauthorized access to County systems via the Contractor’s networks and access codes; and

5.4. All persons with authorized access to County Data must have a documented genuine need-to-know prior to access;

5.5. Contractor warrants that the services and deliverables will not contain, and Contractor, its employees or Contractor's Agents will not introduce through data transmission or any other means, any virus, ransomware, malware, spyware, bomb, worm, trap door, back door, Trojan horse, malicious logic, drop dead device, software lock, disabling code or any other contaminant, program routine or disabling device, including without limitation, any key, timer, clock, counter, local shared object/flash cookies or other self-enacting device or limiting routines, codes, commands, or instructions or other feature that may have the effect or that could be used to access, track activity on, alter, delete, damage, deactivate, interfere with, disable or otherwise harm any service or deliverable or the County owned, licensed and/or leased computer hardware, software, code, systems, data, compilations of data, or other property.

7. **Audit.** County may conduct a security review of Contractor's Security Program at most annually as scheduled by the County. Contractor will provide County copies of its data privacy and security policies and procedures that apply to County Data. Subject to reasonable notice, Contractor shall provide County an opportunity to conduct a privacy and security audit of Contractor's Security Program and systems and procedures that are applicable to the Services provided by Contractor to County. Such audit may be conducted on-site by County personnel or County's contracted third-party assessors or through surveys and interviews, at the option of County. In the event that Contractor has any security audits or review of its own systems performed by Contractor or a third party, including vulnerability and penetration assessments, it will give County notice of any current findings that are likely to adversely impact County Data. If any audit reveals vulnerabilities to County Data, Contractor shall correct such vulnerability at its sole cost and expense and shall certify the same in writing to County. Contractor shall use best efforts to correct all vulnerabilities and provide County a report explaining corrective actions immediately but no later than within thirty (30) days of completion of the audit, unless County agrees in writing otherwise. Contractor's failure to procure audits or to complete corrections in a timely manner will be a material breach of the Agreement.
8. **Mobility and Transfer of Data.** No Confidential Information or County Data shall be stored, transported, or kept on a laptop or any other mobile device or storage media, including USB, "thumb drives," DVDs, CDs, unless encrypted using an encryption methodology approved by County. All electronic data transfers of County Data must be via secure FTP or other County approved protocol and/or in approved encrypted form.
9. **Security Certification.** Contractor must maintain a level of security certification or assessment consistent with best practices and by a qualified third party reasonably acceptable to County. Such certifications shall be provided to County as reasonably requested by County.
10. **Segmentation.** Contractor warrants that all County Data is maintained so as to preserve segmentation of County Data from data of others.
11. **Controls.** The County agrees that Contractor is solely responsible for all testing and auditing, including port scanning and penetration testing, of Contractor security controls. Contractor shall provide results of such testing as requested by the County.

12. **Penetration Testing.** Penetration testing of the Contractor's architecture is included at a frequency of one per year at no additional cost. Contractor will coordinate with the current Contractor penetration testing vendor and shall use best efforts to remedy any issues identified immediately but no later than within thirty (30) days of reporting. At the County's request Contractor will provide the final report to the County once it has been verified it does not contain information related to any other clients. Contractor's failure to remedy and report the remedy in a timely manner will be a material breach of the Agreement. Additional penetration tests or the County specific penetration tests will be at the expense of the County and will be arranged through Contractor's vendor for penetration testing.

12. **Security Policies.** Contractor's security policies must accommodate the following elements:

- Acceptable Use
- Access Control
- Business Continuity
- Data Destruction and Retention
- Data Security
- Disaster Recovery
- Email Use
- Encryption Requirements
- Exception Request
- Incident Management
- Internet Security
- Mobile Device
- Network Security
- Password Policy
- Patch Management
- Personnel Security and Termination
- Physical Security
- Privacy Policy
- Hardening and Configuration
- Logging and monitoring Policy
- Third Party Security

13. **Hosting Security Standards.** The hosting security standards for the Contractor or Contractor's Agent's data center(s) (the "Data Center") include:

- Physical Security

1. Video cameras
2. Motion sensors
3. Fire sensors
4. Locked doors with controlled access
5. Manned reception area
6. Visitor log

There are no external windows in the Data Center. In the Data Center, all physical equipment is owned or leased by Contractor and/or Contractor's Agent and is subject to terms herein for all such hosting services including without limitation the secure management and monitoring of all components of the Services provided. Exterior perimeter walls, doors, windows and the main interior entry door to the raised floor environment are constructed of materials that afford UL rated ballistic protection. Vegetation and other objects within the Data Center are maintained such that an intruder would not be concealed.

Physical access mechanisms (including: access cards, biometric devices, man-traps and portals) have been implemented and are administered by local operations staff to help ensure that only authorized individuals have the ability to access the Data Center. All security systems have dedicated 24x7 UPS systems and standby emergency power support.

The Data Center incorporates video cameras, motion sensors, fire sensors, locked doors with controlled access, manned reception area, visitor log, and glass break sensors in the Data Center. There are no external windows in the Data Center. Video cameras are used in the front entrances, emergency exits, secure areas, main lobby, elevators, general employee areas, within the Data Center and monitoring the grounds and parking lots around the Data Center. Security monitoring is recorded to digital files with a 90-day retention. The Data Center utilizes on-site and remote monitoring centers and both are manned 24x7.

All visitors must sign in and be escorted at all times. Visitors must be approved by Contractor's personnel prior to arriving at the Data Center.

All persons requesting access into the Data Center must be positively identified. Visitors must be approved by Contractor's personnel prior to arriving at the Data Center. Network Security

1. Every connection to an external network is terminated at a firewall.
2. Network devices are configured to prevent communications from unapproved networks.
3. Network devices deny all access by default.
4. Security patches are regularly reviewed and applied to network devices.
5. Contractor follows a strict change management process which incorporates Change Advisory Board review and approvals.
6. Communication through a network device is controlled at both the port and IP address level.
7. There is a documented standard for the ports allowed through the network devices.

8. Contractor prevents unauthorized devices from physically connecting to the internal network.
9. There is an approval process to allow the implementation of extranet connections.
10. There are regular scans for rogue wireless access points.
11. Contractor manages a SIEM (Security Information and Event Management) tool to review any potential security, infrastructure and vulnerabilities.
12. Network intrusion detection is monitored and has 24X7 incident response. The Data Center is compliant with SOC-1 and SOC-2.

14. **Backup.** Contractor uses daily on-site backups as well as mirrored systems that enables minimal recovery point objective.

15. **Disaster Recovery.** Contractor's Disaster Recovery plan provides critical recovery solutions, information and specific steps required ensure successful recovery. Contractor has a Crisis Manager and leadership identified with responsibilities clearly assigned. Alternates for each critical team member are identified to be involved in the event that the team member is not available. The Disaster Recovery Plan is tested and updated at least annually or when major changes warrant updating. A report of each Disaster Recovery test is completed and any identified gaps and lessons learned are shared with leadership. Any major gaps are prioritized and mitigated wherever possible. At the County's request, Contractor will provide the final report once it has been verified it does not contain information related to any other clients.

Contractor also includes Business Continuity Plans (BCP) as part the annual testing efforts. This includes a full BCP tabletop exercise with leadership engagement. A report of the annual BCP test is generated and reviewed with leadership. Any gaps identified are prioritized by leadership and are assigned and mitigated wherever possible before the next BCP test if not before. At the County's request, Contractor will provide the final report once it has been verified it does not contain information related to any other clients.

16. **County Data.** The Contractor shall provide the County with all County Data upon termination or at any earlier time in the format reasonably requested by the County at no additional cost to the County. In addition, to the extent the County requests Transition Services, the Contractor will provide such Transition Services as provided below. The return of the County Data will either be provided once Transition Services are completed, or earlier, as requested by the County. The Contractor shall not destroy the County Data until such time as the County has confirmed successful access to the returned County Data.

16.1 "Transition Services" means those Services that are provided by Contractor to County at the time of expiration or termination of the Agreement, Service Order, SOW, or any other termination of Services, along with any new services that County may require to transfer County Data, and the affected Services to County or to any third party designated and authorized by County.

16.2 “Transition Services Period” means a period of six (6) months, or as otherwise described in the Agreement, Service Order or SOW, for the orderly transition of Services and transfer of any County Data to County or another service provider, beginning upon the expiration of the Agreement, Service Order, SOW, or other termination of Services.

16.3 “Transition Services Plan” is the written methodology and approach, including Deliverables and timelines that Contractor will use to deliver the Transition Services during the Transition Services Period.

16.4 Transition Services. In connection with the expiration or termination of the Agreement, any Service Order, or SOW, for any reason, and notwithstanding any dispute between the Parties, Contractor will provide Transition Services for the Transition Services Period, or as otherwise agreed upon between the Parties as follows: (i) Applicable Requirements and Access. At no additional cost Contractor will provide County and any designated Third-Party Service Provider in writing, to the extent applicable, applicable standards, policies, operating procedures, and other Documentation relating to the affected Services; (ii) Development of Transition Services Plan. If requested by County, at Contractor’s expense, Contractor will assist County and its designated Third-Party Service Provider in developing a Transition Services Plan; (iii) Comparable Fees. Contractor shall provide the Transition Services during the Transition Service Period at fees that are no greater than fees charged County for comparable services prior to termination or if comparable services were not performed for County prior to termination or expiration, then at fees no greater than the fees charged by Contractor to other similarly situated customers or fair market value, whichever amount is less; (iv) Post Transition Services Period. For up to three (3) months after the Transition Services Period, at no cost to County, Contractor will answer all reasonable and pertinent verbal or written questions from County regarding the Services on an “as needed” basis as agreed to by the Parties, and deliver to the County any County owned reports materials and information including without limitation any Confidential Information, CPI, CPM, and County Data that might still be in the possession of Contractor; and (v) Absolute Obligation. Contractor agrees that it has an absolute and unconditional obligation to provide County with Transition Services and Contractor’s quality and level of performance during the Transition Service Period will continue to adhere to all requirements of the Agreement.

17. Data Retention. Contractor may continue to keep or maintain any County Data obtained in the course of performance of the Services so long as the Agreement and the relevant Service Order or SOW remains in effect and such use shall not extend beyond the termination of the Agreement or the relevant Service Order or SOW except with respect to providing Transition Services, provided that Contractor will provide a copy of the County Data upon termination or expiration of the Agreement in accordance with Section 16 or at any time requested by County.

18. Warranties.

18.1 Contractor warrants that the Services and Deliverables will not contain, and Contractor, its employees or Contractor’s Agents will not introduce through data transmission or any other means, any virus, ransomware, malware, spyware, bomb, worm, trap door, back door, Trojan horse, malicious logic, drop dead device, software

lock, disabling code or any other contaminant, program routine or disabling device, including without limitation, any key, timer, clock, counter, local shared object/flash cookies or other self-enacting device or limiting routines, codes, commands, or instructions or other feature that may have the effect or that could be used to access, track activity on, alter, delete, damage, deactivate, interfere with, disable or otherwise harm any Service or Deliverable or the County owned, licensed and/or leased computer hardware, software, code, systems, data, compilations of data, or other property.

18.2 Contractor warrants that (a) all Services and Deliverables will strictly comply, function and perform in accordance with the functional requirements and specifications of County or as otherwise identified in any and all specifications, criteria, requirements and documentation specified or referred to in the applicable Service Order(s) and/or SOW(s), (b) the Documentation, if any is to be provided, will be accurate, complete and sufficient in detail to enable the End Users to use all of the functionality of the Services and Deliverables without assistance from Contractor or any third party, (c) no information transferred through or stored in or on the Services or Deliverables, while in the possession or under the control of Contractor, will be subject to any loss of accuracy or integrity or corruption, and (d) all Services or Deliverables will comply, function and perform in accordance with all applicable laws and regulations. In the event that the County discovers that any Services or Deliverables do not conform to and perform in accordance with the specifications and requirements of the County, the County shall promptly notify Contractor in writing of such nonconformance, and Contractor shall, at Contractor's sole cost and expense, promptly re-perform Services to modify such Services or Deliverable to make it conform, time being of the essence. In the event Contractor is unable to qualitatively and functionally re-perform the Services or correct a Deliverable within five (5) business days of County notice of the nonconforming Service or Deliverable, County may seek and obtain a refund for the defective Services or Deliverable. Contractor's failure to properly remedy any failed warranty outlined above shall not preclude County from exercising any other remedies available to it under the Agreement or at law or equity.

18.3 Contractor represents and warrants that all third party materials required to operate and fully utilize the Services or Deliverables will be fully disclosed to the County and are commercially available to the County and unless otherwise identified in a Service Order or SOW, no additional license fee or other costs will be incurred by County for use of the Services. Contractor shall and hereby does assign and pass through to the County all warranties, representations and indemnities granted to Contractor by third parties in and with respect to such third party materials, or any component thereof, and all remedies for breach of such warranties, representations and indemnities.

ATTACHMENT B
FLEXIBLE SPENDING ACCOUNT
ADMINISTRATIVE SERVICES AGREEMENT

WHEREAS, this Administrative Services Agreement is made by and between HealthPartners Administrators, Inc. (“HPAI”) and Ramsey County (“the Plan Sponsor”) Group Number 12900, effective April 1, 2021.

WHEREAS, the Plan Sponsor has established a Health Care Flexible Spending Account and/or Dependent Care Assistance Program (collectively referred to as the “Plan”); and

WHEREAS, HPAI agrees to provide the Plan Sponsor administrative services in connection with the Plan.

NOW THEREFORE, the Plan Sponsor and HPAI agree as follows:

I. DEFINITIONS

For the purpose of this Agreement, defined terms are capitalized. The following definitions apply to this Agreement:

- A. Administrative Services** means those services to be performed by HPAI as set forth in this Agreement.
- B. Agreement** means the Professional Services Agreement (PSA), this Administrative Services Agreement (ASA), all exhibits, amendments or other attachments incorporated herein and any future amendments.
- C. COBRA** means the Consolidated Omnibus Budget Reconciliation Act of 1985 and its implementing regulations, as amended from time to time.
- D. Confidential Data** means any and all technical and non-technical information including patent, copyright, trade secret, and proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future and proposed programs, products and services of HPAI, and includes, without limitation, its information concerning research, experimental work, development, design details and specifications, engineering, financial data, procurement requirements, existing or proposed contracts with third parties, reports, data, business plans and/or forecasts, sales and merchandising, and marketing plans including information concerning the existence and scope of activities of any research, development, marketing or other projects of the parties, which are furnished, disclosed, learned or otherwise acquired by the Plan Sponsor during or in the course of discussions or otherwise pursuant to any undertaking by and between HPAI and the Plan Sponsor. Confidential Data shall also include information embodying or developed by use or testing of Confidential Data. In addition, HPAI’s Confidential Data also includes data elements (regardless of the form or medium) that may directly or indirectly lead to fee schedule information and procedures or protocols for the identification of, intervention with or the treatment of Covered Persons for the purpose of managing care, as well as fee schedule information itself and the actual procedures or protocols for the identification of, intervention with or the treatment of Covered Persons for the purpose of managing care; this shall include early identification of catastrophic claimants, disease management, care management, chronic disease management, and pharmacy care management, as well as any information in which HPAI has intellectual property rights or otherwise considers proprietary or trade secret. The parties acknowledge that as a Minnesota government entity the Plan Sponsor, and therefore this Agreement, are subject to the terms and conditions of the Minnesota Government Data

Practices Act, Ch. 13 (MGDPA), and any assertions regarding the nature of data and its use included in this document are ultimately subject to the provisions of the MGDPA.

- E. Eligible Person** means an employee of the Plan Sponsor who is eligible and enrolled in the Plan pursuant to the terms and conditions of the Plan as described in the Summary Plan Description (defined below).
- F. Eligible Expense(s)** means a specific service or item, which is reimbursable by the Plan, as specifically described in the Summary Plan Description and applicable law.
- G. Flexible Spending Account (Plan)** means the Health Care Flexible Spending Account and/or Dependent Care Assistance Program Account as defined in the SPD.
- H. HIPAA** means the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as amended from time to time.
- I. Internal Revenue Code** means the Internal Revenue Code of 1986 and its implementing regulations, as amended from time to time.
- J. Named Fiduciary and Plan Administrator** have the respective meanings ascribed to such terms by applicable laws or regulations. For purposes of this Agreement, the Named Fiduciary and Plan Administrator is the Plan Sponsor. The Plan Sponsor has final discretionary authority regarding coverage of claims under the Plan. HPAI is not a fiduciary with respect to the Plan.
- K. Payment Schedule** means the schedule of payments set forth on Exhibit 3 of this Agreement.
- L. Related Organizations** means Group Health, Inc., HealthPartners, Inc., HealthPartners Institute and HealthPartners Insurance Company and their successors or assigns.
- M. Summary Plan Description**– The current Summary Plan Description and any amendments to the Summary Plan Description (“SPD”) means the written document(s), which describe the Plan. The SPD is attached as Exhibit 2 and made a part of this Agreement.

II. DUTIES OF HPAI AND THE PLAN SPONSOR

- A. Claim Administration.** HPAI will process claims on behalf of the Plan Sponsor for Eligible Expenses in accordance with applicable law, the terms of the SPD and/or the instructions of the Plan Sponsor, and this Agreement. Claims are paid based on the amount initially submitted. If the amount of the original claim later changes, it is the responsibility of the Covered Person to notify HealthPartners of such adjustment so that the proper payment to the Covered Person can be made. It is agreed and understood that HPAI does not have discretionary authority with respect to management of the Plan or the assets of the Plan. Rather, HPAI’s duties under this Agreement are limited to ministerial claims processing functions.
- B. Account Services.** HPAI will assist Eligible Persons with the use of the Plan, and answer routine questions from Eligible Persons concerning eligibility, enrollment, participation, claim status, complaint resolution and other related functions on an ongoing basis.
- C. Reports.** HPAI will provide the Plan Sponsor with a weekly funding request report (if applicable) and HPAI’s standard utilization reports. HPAI will provide Plan Sponsor with reports and/or other information based on data it maintains or reasonable assistance Plan Sponsor may need to prepare and file financial and other reports required of Plan Sponsor regarding the Plan by any federal, state or other agency or authority. Requests for customized

Plan reports will be evaluated by HPAI and the report(s) may be provided by HPAI at an additional cost to the Plan Sponsor, provided that, if deemed necessary by HPAI, the Plan Sponsor and/or any third party receiving such reports agree to execute HPAI's Confidentiality Agreement prior to the date of release.

- D. Compliance with Law.** HPAI will comply in all material respects with all laws and regulations applicable to HPAI's responsibilities under this Agreement.

The Plan Sponsor warrants and represents that it is solely responsible (except as specifically provided for in this Agreement), to ensure that it complies in all material respects with all applicable laws and regulations, including but not limited to the Internal Revenue Code, HIPAA and COBRA as may be amended from time to time. The Plan Sponsor is solely responsible for any governmental or regulatory charges, including but not limited to any taxes or tax liability and other charges resulting from the Plan Sponsor's establishment of the Plan. In addition, the Plan Sponsor is solely responsible for determining whether it is a Covered Entity under Section 1557 (non-discrimination provisions) of the Affordable Care Act and communicating the status to HPAI.

HPAI may, in its sole discretion refuse to honor any request of the Plan Sponsor that HPAI reasonably determines may result in the violation of law or regulation.

- E. Establishment of the FSA.** The Plan Sponsor is solely responsible for establishing, maintaining, operating, amending and administering the Plan, except as expressly delegated to HPAI under this Agreement.
- F. Coverage Determinations and Appeal Process for Claims made to the Plan.** The Plan Sponsor hereby delegates to HPAI the ministerial and administrative function of making initial coverage determinations for the Plan. Coverage will be based on applicable law, the terms and conditions of the SPD and/or the instructions of the Plan Sponsor. HPAI will inform Eligible Persons of preliminary adverse determinations as to coverage of claims under the Plan. HPAI will notify any Eligible Person whose request for reimbursement from the Plan is denied of the reasons for the denial and of the Eligible Person's right to have the denial reviewed in accordance with the SPD and/or the instructions of the Plan Sponsor. The Plan Sponsor is responsible for all appeals of denied claims and has final discretionary authority with regard to coverage of a claim under the Plan. The Plan Sponsor is solely responsible for payment of claims and all associated costs and expenses.
- G. Fraud Investigation.** HPAI will use good faith efforts to identify fraudulent claim activity. If international fraudulent claim activity is identified, HPAI will contact the Plan Sponsor and obtain prior consent before incurring costs associated with investigation and recovery. The Plan Sponsor is responsible for all costs associated with HPAI's international fraud investigation.
- H. Eligibility.** The Plan Sponsor is solely responsible for the establishment of all eligibility standards, and for making all final eligibility determinations for participation in the Plan. HPAI is entitled to rely on the eligibility information submitted by the Plan Sponsor.
- I. Enrollment Information.** The Plan Sponsor must provide HPAI with timely information regarding the enrollment status of each Eligible Person within 30 days after the effective date of coverage under the Plan.
- J. Retroactive Enrollment Changes.** The Plan Sponsor must immediately notify HPAI of any changes in the enrollment or eligibility status of Eligible Persons. HPAI will allow up to a 30 day retroactive termination of an Eligible Person. The Plan Sponsor is solely responsible for all charges incurred for claims that would otherwise qualify as Eligible Expenses during this

30 day timeframe. Upon notification of an Eligible Person's termination, HPAI will use good faith efforts to recover expenses paid out of the Plan. Notification of changes in the enrollment or eligibility status must be in electronic format or in writing, as mutually agreed upon by HPAI and the Plan Sponsor.

- K. Content and Preparation of Documents.** The Plan Sponsor is solely responsible for the content of the written documentation to establish and maintain the Plan. At the direction of the Plan Sponsor, HPAI will prepare the SPD. In the absence of a finalized or current SPD, HPAI will administer the Plan according to the most current version of HPAI's standard SPD (the "draft" SPD). Additionally, if the SPD is not finalized within 60 days of being sent to the Plan Sponsor for review, the draft SPD may be posted for member viewing on healthpartners.com. In the event that the Plan Sponsor subsequently changes the terms of the draft SPD, such changes will be made on a prospective basis only.

If HPAI and the Plan Sponsor agree that the Plan Sponsor is responsible for preparing any of the written documentation used to describe the Plan, HPAI is entitled to review all documents which describe HPAI's duties under this Agreement, prior to such documents' distribution.

If HPAI prepares the SPD on behalf of the Plan Sponsor, upon the Plan Sponsor's request, HPAI will furnish an electronic version of the SPD in an agreed upon format solely for the convenience of the Plan Sponsor. If the Plan Sponsor chooses to distribute the SPD to Covered Persons electronically, the Plan Sponsor represents and warrants that such distribution will comply with 29 CFR Part 2520.104b-1. During the process of preparing the SPD, HPAI will maintain the master copy and the Plan Sponsor is responsible for ensuring that all changes made to any drafts are clearly indicated. After finalization of the SPD, the Plan Sponsor will not materially alter the SPD except upon mutual agreement of the parties. The Plan Sponsor must display the file with any and all disclaimers and introductory text accompanying the SPD. The Plan Sponsor shall be responsible for ensuring the accuracy of the SPD distributed or made available to Eligible Persons and the consistency of the SPD provided to HPAI.

- L. Amendments.** The Plan Sponsor or HPAI may, by mutual written agreement, amend this Agreement. With notice to Plan Sponsor, HPAI may at any time amend this Agreement or any other related documents to the extent necessary to comply with applicable law, regulation, or accreditation standard.

Any material changes to the Plan (which affect HPAI's administration of the Plan) made by the Plan Sponsor, must be made upon renewal, with at least 90 days written notice prior to the effective date of such changes. The Plan Sponsor is solely responsible for the decision to change benefits under the Plan. The Plan Sponsor agrees to consult with HPAI prior to amending the Plan to ensure that HPAI is able to administer any such change. HPAI reserves the right to charge an additional fee for any modification that requires additional services not routinely provided by HPAI. Until such time as an amendment to the SPD or the Agreement is finalized, HPAI's most current version of those documents will be used to administer the Plan.

- M. Designation by the Plan Sponsor.** The Plan Sponsor must not name HPAI as the Plan Administrator, the Plan Sponsor, or a Named Fiduciary in any documents applicable to the Plan and must not hold out to other parties, including Eligible Persons, that HPAI serves in any of the foregoing capacities, and HPAI does not assume any of the administrative duties or responsibilities associated with such designations.

- N. **Continuation of Benefits.** If applicable, upon the occurrence of a “qualifying event”, as defined by the Consolidated Omnibus Budget Reconciliation Act of 1985 (P.L. 99-272), as amended (“COBRA”), the Plan Sponsor shall provide affected Covered Persons with written notice of available continuation coverage as required by and in accordance with COBRA and any applicable regulations or other guidance. Plan Sponsor shall be solely responsible for collecting amounts from Covered Persons who elect to continue benefits under COBRA. Plan Sponsor shall maintain accurate records regarding payments for Covered Persons who elect to continue benefits, including, but not limited to, information regarding qualifying events, terminating events, and other information necessary to administer this continuation of benefits. The obligations to be performed by Plan Sponsor under this section may be performed directly by Plan Sponsor, or wholly or in part through a subsidiary or affiliate of Plan Sponsor, or on behalf of Plan Sponsor by a third party, including but not limited to a COBRA coverage administrator; provided that Plan Sponsor will remain liable to HPAI for satisfaction of the obligations to be performed by Plan Sponsor under this section. HPAI is not responsible for acts or omissions of Plan Sponsor or its designee and shall be held harmless for any failure by Plan Sponsor to fulfill its obligations, including but not limited to failure to provide proper notice.

III. PAYMENTS

- A. **Payments for Eligible Expenses.** The Plan Sponsor is solely responsible for payment of all Plan expenses and all Eligible Expenses. . The Plan Sponsor must furnish to each Eligible Person written notice that the Plan Sponsor has sole financial liability for the payment of Eligible Expenses. The Plan Sponsor designates HPAI as the Plan Sponsor's disbursing agent for payment of Eligible Expenses to Eligible Persons under the Plan. HPAI will not delay disbursement of payment for benefits if the Plan Sponsor makes such a request. (Plan Sponsor shall make payments in accordance with the terms of Exhibit 4 attached hereto and made part of this Agreement.
- B. **Funding of Account.** The Plan Sponsor must transfer or otherwise fund a designated account, established by the Plan Sponsor, with the amounts required by HPAI to process claims for the Plan. The Plan Sponsor represents and warrants that all such amounts are not considered plan assets and are paid from the Plan Sponsor's general assets. The payment of Plan obligations must be in accordance with the FSA Funding Agreement that may be amended from time to time and is attached hereto as Exhibit 4 and made a part of this Agreement.
- C. **Health Care Debit Card.** The Plan Sponsor has elected to offer a health care debit card to Eligible Persons for use in the payment of Eligible Expenses. The Plan Sponsor must enter into an agreement with the Debit Card Vendor designated by HPAI, as determined by the Debit Card Vendor. In addition, the Plan Sponsor must execute an authorization for debits or credits as required by the Debit Card Vendor. The Plan Sponsor acknowledges and understands that if a Covered Person fails to provide adequate information to allow HPAI to substantiate their health care debit card claim, HPAI will temporarily suspend the health care debit card until the Covered Person provides the documentation required by HPAI. The Plan Sponsor agrees HPAI is not responsible for the Plan Sponsor's failure to provide funds required by the Debit Card Vendor pursuant to the agreement with the Debit Card Vendor.
- D. **Payment of Administrative Services Fee.** In exchange for Administrative Services rendered hereunder, the Plan Sponsor must pay HPAI the fees as set forth in Exhibit 3. HPAI will transmit an invoice to the Plan Sponsor for Administrative Services Fees monthly and for additional services immediately following performance of such services. Payment of fees is due upon receipt of such invoice. If the Plan Sponsor fails to pay the fee due HPAI within 35 days of the invoice date, HPAI reserves the right to charge a late fee on the portion of the

balance which is considered 36 days past due. The Plan Sponsor will pay such late fee upon receipt of the late fee notification.

IV. RECORDS

A. Maintenance and Access. HPAI will maintain claim records relating to Eligible Expenses for which reimbursement was requested, enrollment records, and payment records, including all requests for funds and deposits for payment of claims by the Plan Sponsor. The Plan Sponsor will maintain adequate records relating to the terms and operation of the Plan, including the identification of Eligible Persons, payments to HPAI and payments for Eligible Expenses. HPAI and the Plan Sponsor will maintain such records for the duration of this Agreement and for 6 years thereafter. HPAI and the Plan Sponsor will be entitled to have access to the records relating to the Plan maintained by the other party during normal business hours and upon reasonable notice and request and subject to applicable laws. HPAI and the Plan Sponsor agree to maintain the confidentiality of any information relating to Eligible Persons and the Plan in accordance with applicable laws.

B. Record Use and Disclosure. HPAI and the Plan Sponsor agree that individually identifiable information relating to Covered Persons which HPAI obtains as a result of performing Administrative Services may, unless such use is precluded by HIPAA, the MGDPA or other applicable law, be used or disclosed by HPAI or a Related Organization for: employer reporting, disease management, treatment, care management, underwriting, claim defense, as required by applicable law or regulation, and as necessary for proper administration and operations of the Plan and HPAI. . The Plan Sponsor agrees that any records it receives from HPAI or from providers will be treated according to applicable law, will be used or disclosed only for the limited purposes necessary for proper administration of the Plan, and will not be provided to the Plan Sponsor's employees and/or agents who make personnel and other employment decisions.

The Plan Sponsor further authorizes HPAI, pursuant to applicable laws and regulations, to release individually identifiable information for treatment and/or plan administration purposes of an electronic prescription drug program, or to a Health Information Exchange for purposes of a record locator service (as defined by Minn. Stat. 144.291), or to other similar health information exchange organizations for the purposes otherwise permitted under this Agreement.

C. Confidential Data. HPAI and the Plan Sponsor agree to each take all necessary steps to provide the maximum protection to the other party's Confidential Data. Contractor shall comply with the security requirements of the Professional Services Agreement and Attachment A. Such information will not be disclosed to third parties without the express written consent of the other party unless required by law, including but not limited to the MGDPA, or court order.

D. Transfer of Records. To the extent reasonably possible, upon termination of this Agreement, HPAI will transfer to the Plan Sponsor those records necessary for a smooth transition of its obligations under the Plan. After providing notice of specific documents being retained and receiving written consent from the Plan Sponsor, HPAI may retain copies of information reasonably necessary for its operations and legitimate business purposes.

E. Trademarks and Symbols. The Plan Sponsor and HPAI reserve the right to control the use of their respective names and any of their respective symbols, trademarks, service marks, and domain names, presently existing or subsequently established. The Plan Sponsor and HPAI agree not to use words, symbols, trademarks, service marks, domain names, and other devices including the corporate name or product names of the other party in advertising, promotional material or otherwise without the prior written consent of the other. HPAI and the Plan

Sponsor will cease any previously approved use immediately upon termination of this Agreement.

V. TERM AND TERMINATION

A. Term. The term of this Agreement is described in Section 1.1 of the Professional Services Agreement. Except as otherwise agreed in writing, HPAI has no obligations to provide any services under this Agreement relating to:

1. A claim for Eligible Expenses incurred before commencement of this Agreement;
2. A claim for Eligible Expenses received by HPAI following a failure by the Plan Sponsor to deposit or transfer all funds as required under this Agreement; or
3. A claim for Eligible Expenses received by HPAI after the effective date of termination of this Agreement.

B. Post-Termination Obligations.

1. **Continuation of Administrative Services.** HPAI and the Plan Sponsor agree that in the event of termination of this Agreement HPAI will provide certain Administrative Services until the claim filing deadline shown in the SPD, solely for the purpose of payment of claims incurred before the effective date of termination of this Agreement.
2. **Compensation.** In consideration of HPAI's Continuation of Administrative Services, the Plan Sponsor must pay 2 months of the then-current Administrative Services Fee (as set forth in Exhibit 3 of this Agreement), payable within 35 days of receipt of invoice. At HPAI's option, the membership used to calculate the fee will either consist of the enrollment numbers from the last month of coverage (taking into account retroactivity) or an average of the last 6 months of enrollment.
3. **Transfer of Administration.** Upon termination of this Agreement, HPAI and the Plan Sponsor agree to cooperate to the extent possible to facilitate an orderly transfer of administration of the Plan.
4. **Expiration.** In no event will HPAI have any obligation to provide Administrative Services beyond 3 months from the date of termination of this Agreement.

VI. PARKING AND/OR TRANSPORTATION ACCOUNT SERVICES.

HPAI will administer the Plan Sponsor's Parking and Transportation Account as mutually agreed by the Parties. In exchange for such administrative services, Plan Sponsor must pay HPAI the fees set forth in Exhibit 3.

VII. MISCELLANEOUS

- A. **Reliance on Communications.** In all matters pertaining to performance under this Agreement, the parties when acting in good faith, may rely upon any notice, resolution, instruction, direction, order, certificate, opinion, letter, e-mail or other document reasonably believed by the parties to be genuine and authorized by the other party.
- B. **Non-Assumption of Liabilities.** Unless specifically provided in this Agreement, HPAI and the Plan Sponsor do not assume each other's existing or future obligations, liabilities or debts.
- C. **Third Party Beneficiaries.** The obligations of HPAI and the Plan Sponsor to this Agreement inures solely to the benefit of the other party. Except as expressly provided in this Agreement, no person or entity is intended to be or will be construed or deemed to be a third party beneficiary of this Agreement.
- D. **Heading and Captions.** The headings and captions used throughout this Agreement are inserted for convenience only and do not constitute a part of this Agreement.
- E. **Survival.** HPAI's and the Plan Sponsor's respective rights and obligations set forth in "Audit Rights", "Records", and "Survival" survives the termination of this Agreement.
- F. **Resolution of Disputes.**
 - 1. Because damages for breach of this Agreement may be difficult to ascertain and because breach of this Agreement may result in irreparable injury to the Plan Sponsor or HPAI for which money damages may not adequately compensate the Plan Sponsor or HPAI, both parties shall be entitled to seek and obtain injunctive relief in any Minnesota state or federal court of competent jurisdiction to prevent any breach of this Agreement or any other continuing breach of this Agreement by the Plan Sponsor or HPAI, as well as any other relief available to it in law or equity.
 - 2. Except as provided in paragraph 1. above, in any dispute arising between the parties concerning this Agreement, the party claiming that a dispute exists shall notify the other party in writing of the existence of the claimed dispute and the notifying party's desire to try informally to resolve the dispute. Following such notice, the parties shall meet and confer in good faith in order to negotiate a resolution to the claimed dispute.

Exhibit 1
Business Associate Agreement

This Business Associate Agreement (“BA Agreement”) is referenced by and incorporated within Agreement # HR0183 (the “Service Agreement”) between Ramsey County, Minnesota, a political subdivision of the State of Minnesota, on behalf of the Health Care Flexible Spending Account (HCFSA) Dependent Care Assistance Program (DCAP), and Parking and Transportation Account (PTA) (hereafter referred to as the “Plan” or “Covered Entity”), 7th Place East, Suite 2100, Saint Paul, MN 55101, and HealthPartners Administrators, Inc. 8170 33rd Avenue South, P.O. Box 1309, Minneapolis, MN 55440 (“Business Associate”) (each a “Party” and collectively the “Parties”).

Recitals

- A. The Service Agreement identifies services between the Parties that require execution of a Business Associate Agreement as defined by the Health Insurance Portability and Accountability Act of 1996 as amended (“HIPAA”) and the Privacy, Security, Breach Notification, Electronic Transactions, and Enforcement Rules at 45 C.F.R. Parts 160, 162, and 164 (HIPAA Rules).
- B. The Service Agreement describes the services Business Associate will provide to Covered Entity;
- C. In accordance with HIPAA Rules, which require Covered Entity to have a written contract or memorandum of understanding with its Business Associates, the Parties wish to establish satisfactory assurances that Business Associate will appropriately safeguard PHI and, therefore, execute this BA Agreement.

NOW, THEREFORE, intending to be legally bound, the Parties agree as follows:

- 1. **Definitions.** Terms defined in the Recitals and introductory paragraph of this BA Agreement are incorporated by reference. Capitalized terms used but not otherwise defined in this BA Agreement shall have the same meaning as those terms in the HIPAA Rules as amended from time to time.
 - (a) “Business Associate” shall generally have the meaning set forth in HIPAA Rules and also shall refer to the Party identified in this BA Agreement that serves as the Business Associate.
 - (b) “Covered Entity” shall generally have the meaning set forth in HIPAA Rules and also shall refer to the identified Health Care Components of the Party identified above as the Covered Entity, in accordance with the use of this term at 45 C.F.R. § 164.105(a)(2)(i)(A).
 - (c) Protected Health Information (PHI) shall generally have the meaning set forth in HIPAA Rules and also shall refer to PHI applicable to the relationship between the Parties under this BA Agreement and the Service Agreement.

2. **Representations, Acknowledgements, & Satisfactory Assurances of Business Associate.** Business Associate hereby represents and acknowledges: i) it has legal status as a Business Associate under HIPAA Rules as a direct result of its relationship with Covered Entity under the Service Agreement; ii) it has read and fully understands the extensive legal requirements of Business Associates under HIPAA Rules; iii) it has sufficient technical, legal, and monetary resources and know-how to comply with all Business Associate regulatory and contractual requirements for the full term of the Service Agreement, including any renewals or amendments it may execute; and iv) that the consideration identified in the Service Agreement is, in part, in exchange for obligations under this BA Agreement, which may be referenced or incorporated into the Service Agreement. Business Associate offers and Covered Entity accepts these representations and acknowledgments, along with other promises in this BA Agreement, as satisfactory assurances that Business Associate will appropriately safeguard PHI, including electronic PHI.
3. **Obligations of Business Associate.** Business Associate agrees and promises in good faith to do all of the following:
- (a) Comply with all Business Associate obligations and requirements under HIPAA Rules and, if uncertainty exists as to how to achieve compliance, request direction from Covered Entity.
 - (b) Comply with other requirements under HIPAA Rules that may apply to the Covered Entity, such as when Business Associate carries out one or more of the Covered Entity's obligations under HIPAA Rules.
 - (c) Use and disclose PHI only: (i) when required by law; ii) as set forth in this BA Agreement; or (iii) as set forth in the Service Agreement or, if the Service Agreement is ambiguous or incomplete, then only as permitted or required by the Covered Entity's Notice of Privacy Practices that was in effect when the information was collected from the individual.
 - (d) MINIMUM NECESSARY. Limit its use, disclosure, and requests for use or disclosure to the minimum amount necessary to accomplish the intended purpose in accordance with the requirements of the HIPAA Rules.
 - (e) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
 - (f) Report in writing to Covered Entity any Security Incident involving Covered Entity's Electronic PHI, of which Business Associate becomes aware. Business Associate will provide any and all information reasonably requested by Covered Entity with regard to any Security Incident. This section applies in addition to, and whether or not there is a Breach as provided in paragraph (g). An attempt by a third party to probe or test the vulnerability of Business Associate's information system or to interfere with that system that does not result in penetration of the firewall or perimeter security measures of Business Associate's system is not considered a "Security Incident" for purposes of

Business Associate's reporting obligations under this BA Agreement.

- (g) Report in writing to Covered entity any Use or Disclosure of PHI not permitted or required by this BAA. Business Associate must provide written notice to the Covered Entity of any Breach of Unsecured PHI caused by Business Associate or Subcontractor ("BA Breach"), within 30 days of Business Associate's discovery of the BA Breach, or earlier if required by law. With respect to a BA Breach, Covered Entity delegates the responsibility to Business Associate, and Business Associate accepts that delegation, for Business Associate to investigate and provide notifications to Individuals, the media, and the U.S. Department of Health and Human Services in the manner and to the extent required by 45 C.F.R. Parts 160 and 164, subparts A,D, and E. This delegation does not relieve Covered Entity of its legal obligations. Business Associate will bear the reasonable costs of providing the above-referenced notifications. Each party agrees to cooperate with the other party's investigation of a Breach of Unsecured PHI, and each party bears the cost of its own investigation.
- (h) The parties acknowledge that the definition of Breach as set forth in the HIPAA Rules at 45 C.F.R. Part 164.402 excludes the following circumstances and therefore Breach notice requirements do not apply:
 - (1) Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of a Covered Entity or a Business Associate, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under 45 C.F.R. Part 164, Subpart E.
 - (2) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same Covered Entity or Business Associate, or organized health care arrangement in which the Covered Entity participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under 45 C.F.R. Part 164, Subpart E.
 - (3) A disclosure of PHI where a Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- (i) In accordance with 45 C.F.R. § 164.524, provide access to PHI in a Designated Record Set to an Individual at the request of Covered Entity and in the time and manner designated by Covered Entity. Business Associate will also provide PHI in a Designated Record Set to an Individual on Covered Entity's behalf if Business Associate receives a request from an Individual.
- (j) In accordance with 45 C.F.R. § 164.526, make amendments to PHI in a Designated Record Set as directed by the Covered Entity or take other measures as necessary to satisfy Covered Entity's obligations regarding amendments.
- (k) Make its internal practices, books and records, including policies, procedures and PHI, relating to the use and disclosure of PHI received from, or created or

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received by Business Associate on behalf of Covered Entity available to the Covered Entity or to the Secretary or the Secretary's designee, in a time and manner designated by the requestor, for purposes of audit or determining Covered Entity's compliance with HIPAA Rules.

- (l) In accordance with 45 C.F.R. § 164.528, document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI. Provide to Covered Entity or an Individual, in time and manner designated by Covered Entity, information required to provide an individual with an accounting of disclosures of PHI.
- (m) Implement written policies and procedures, conduct periodic security risk assessments and evaluations, and train employees who have access to PHI about the standards, obligations, policies and procedures required by HIPAA Rules.
- (n) Enter into a written agreement with each agent and subcontractor who has access to the PHI created, received, maintained, or transmitted by Business Associate in relation to Covered Entity and include in such agreement the same or parallel restrictions, requirements, and conditions that apply through this BA Agreement to Business Associate, including provisions with respect to reasonable and appropriate safeguards to protect electronic PHI.

4. **Obligations of Covered Entity.** Covered Entity shall not direct Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity. Covered Entity agrees to provide Business Associate with:

- (a) the applicable notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. § 164.520 and material changes to such notice over time;
- (b) any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures; and
- (c) notice of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with HIPAA if such restrictions affect Business Associate's permitted or required uses and disclosures.

5. **Mutual Indemnification.** Each party (referred to as "Responsible Party" when an indemnification claim is being made against it), through a program of insurance or otherwise, will indemnify, defend, and hold harmless the other party (referred to as "Claiming Party" when claiming indemnification) and any related entity from and against all third-party claims caused by (a) any act or omission of Responsible Party, its directors, officers, employees, or agents under this BA Agreement, or (b) any breach or default of Responsible Party under this BA Agreement. For purposes of this section, third-party claims include, but are not limited to, fines, settlements, judgments, interest, awards, actions, loss, damages, expenses, and reasonable attorney's fees.

6. **Term and Termination.**

- (a) Term. The Term of this BA Agreement shall be effective as of the Effective Date listed below, and shall continue until terminated as provided herein.
- (b) Termination upon Termination of the Underlying Relationship. This BA Agreement will terminate upon the termination of the Business Associate's relationship with Covered Entity under the Service Agreement.
- (c) Termination for Cause. Upon learning of a violation by Business Associate of a material term of this BA Agreement, Covered Entity shall provide Business Associate with notice to cure or end the violation by a specified time, which may be different for each type of violation, but the default for which shall be two (2) business days. The Covered Entity will have the right to terminate this BA Agreement and the Service Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or the Covered Entity may immediately terminate this BA Agreement and the Service Agreement if the Business Associate has breached a material term of this BA Agreement and cure is not possible or is not in the best interest of Covered Entity, based on Covered Entity's sole determination.
- (d) Upon Termination.
 - (1) Except as provided in paragraph (2) of this section, upon termination of this BA Agreement for any reason, Business Associate shall immediately return or destroy, according to Covered Entity's instructions, all PHI that it created, received, maintained, or transmitted on behalf of or to or for Covered Entity to the extent that Business Associate still maintains such PHI in any form. Business Associate shall take the same action for all such PHI that may be in the possession of its subcontractors and agents. Business Associate and its subcontractors and agents shall not retain copies of any such PHI.
 - (2) In the event that Business Associate knowingly cannot or does not return or destroy PHI as described in paragraph (1) of this section, it shall notify Covered Entity of the specific circumstances and continue to extend the protections of this BA Agreement to such PHI and take all measures possible to limit further uses and disclosures of such PHI for so long as Business Associate or its subcontractors or agents maintain such PHI. The Parties intend that the provisions of this section 6(d)(2) survive termination of this BA Agreement.

7. **Mutual Representations and Warranties of the Parties.** Each Party represents and warrants to the other Party that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized, it has the full power to enter into this BA Agreement and to perform its obligations, and that the performance by it of its obligations under this BA Agreement have been duly authorized by all necessary corporate or other actions and will not violate any provision of any license, corporate charter or bylaws; and that neither the execution of this BA Agreement, nor its performance hereunder, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party.

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8. **Governing Law.** This BA Agreement will be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to the conflicts of laws principles thereof.

9. **Notices.** All demands, notices, requests and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered personally or by registered or certified mail return receipt requested to the Parties at the following addresses:

if to Covered Entity, addressed to:

Greg Anderson
Human Resources Manager
121 7th Place East, Suite 2100
Saint Paul, MN 55101

OR

Sam Howell
Human Resources Supervisor
121 7th Place East, Suite 2100
Saint Paul, MN 55101

if to Business Associate, addressed to:

Elizabeth Tobias
Senior Account Manager
8170 33rd Avenue South, P.O. Box 1309,
Minneapolis, MN 55440

or to such other address as a Party hereto will specify to the other Party hereto in writing in a notice which complies with this Section. Any party may give any Notice using other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail, or electronic mail), but no such Notice shall be deemed to have been duly given unless and until it is actually received by the intended recipient.

10. **Amendment and Modification.** No part of this BA Agreement may be amended, modified, supplemented in any manner whatsoever except by a written document signed by the Parties' authorized representatives. The Parties agree to take action to amend this BA Agreement from time to time as necessary for Covered Entity to comply with the requirements of the Privacy Rule, Security Rule and the Health Insurance Portability and Accountability Act of 1996.

11. **Headings.** The headings used in this BA Agreement have been inserted for

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convenience of reference only and do not define or limit the provisions hereof.

12. **Counterparts.** This BA Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Faxed signatures shall be treated as effective as original signatures.
13. **No Third Party Beneficiaries.** Nothing express or implied in this BA Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.
14. **Disputes.** If any controversy, dispute or claim arises between the Parties with respect to this BA Agreement, the Parties shall make good faith efforts to resolve such matters informally.
15. **No Partnership, Joint Venture, or Fiduciary Relationship Created Hereby.** This BA Agreement does not constitute a joint venture or partnership arrangement between the Parties and it does not create any relationship of principal and agent, or otherwise between the Parties. Neither Party shall be liable for any obligation incurred by the other, except as might otherwise be expressly provided in this BA Agreement. All employees of each Party shall remain the employee of that Party, and shall not be subject to any direction or control by the other Party. Nothing contained in this BA Agreement shall be interpreted as creating a partnership, joint venture, or employment relationship of the Parties, it being understood that the sole relationship created hereby is one of independent contractor.
16. **Failure to Enforce Not a Waiver.** The failure of either Party to enforce at any time any provision of this BA Agreement shall in no way be construed to be a waiver of such provision or of any other provision hereof.
17. **Successors and Assigns.** This BA Agreement shall be binding upon the respective successors, heirs, administrators and permitted assigns of the Parties.
18. **Entire Agreement.** This BA Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior understandings or agreements, written or oral, with respect to the rights and responsibilities of the Parties set forth in this BA Agreement.
19. **Effect on Covered Agreement.** Except as relates to the use, security and disclosure of PHI and electronic transactions, this BA Agreement is not intended to change the terms and conditions of, or the rights and obligations of the Parties under, the Service Agreement.
20. **Interpretation.** A reference in this BA Agreement to a section in the Privacy Rule or Security Rule means the section as amended from time to time. Any ambiguity in this BA Agreement shall be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with the HIPAA Privacy Rule and the Security Rule.

WHEREFORE, this BA Agreement is duly approved as of the date of the Service Agreement.



Exhibit 2 - Summary Plan Description

Ramsey County
Empower Flexible Spending Account Plan

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This booklet is a “Summary Plan Description” (SPD). Please read this booklet carefully so you will understand the benefits of your Plan.

It describes the benefits of the Ramsey County:

- Health Care Flexible Spending Account,
- Dependent Care Assistance Program,
- Parking and/or Transit Account.

Moving forward, these plans will be collectively referred to as the “Plan”. The Plan is only available to covered employees and their dependents. The Plan allows covered employees to set money aside to pay for eligible medical, dental and vision expenses, dependent care expenses and parking expenses and/or transit expenses on a pre-tax basis. Each covered person's rights under the Plan are legally enforceable. You may not, in any way, assign or transfer your rights or benefits under the Plan. In addition, you may not, in any way, assign or transfer your right to pursue any causes of action arising under the Plan including, but not limited to, causes of action for denial of benefits under the Plan.

The following documents represent the entire agreement between HealthPartners Administrators, Inc. and the Plan Sponsor in regard to the Plan:

- Summary Plan Description (SPD);
- Administrative Services Agreement (ASA) between the Plan Sponsor and HealthPartners Administrators, Inc.; and
- Any amendments and any other documents referenced in the ASA.

The ASA is available for inspection at your Employer’s office or:

HealthPartners
8170 33rd Avenue South
PO Box 1309
Minneapolis, MN 55440-1309

If laws change regarding any provision in this SPD, that provision will be changed to meet the minimum requirements of the law.

This booklet is for covered participants entering the Plans on or after April 1, 2021.

SPECIFIC INFORMATION ABOUT THE PLAN

Employer: Ramsey County

Name of the Plan: The Plan shall be known as the Ramsey County Empower Flexible Spending Account Plan.

Type of Plan: Health Care Flexible Spending Account
Dependent Care Assistance Program

Address of the Plan: 121 7th Place East
Suite 2100
St. Paul, MN 55101-2101
651-266-2924

Group Number: 12900

Plan Year: The initial Plan Year will have a nine month term, commencing on April 1, 2021, and expiring on December 31, 2021. After the initial nine month term, the Plan will automatically renew January 1.

Plan Fiscal Year Ends: XXXX

Plan Sponsor: Ramsey County
(Is ultimately responsible for the management of the Plan; may employ or contract with persons or firms to perform day-to-day functions such as processing claims and performing other Plan-connected services.)

Agent for Service of Legal Process: General Counsel for Ramsey County

Named Fiduciary: Ramsey County
(Has the authority to control and manage the operation and administration of the Plan; has discretionary authority to determine eligibility for benefits or to construe the terms of the Plan.)

Benefit Payments: Claims under the Plan are paid from salary reduction taken on a pre-tax basis. Amounts withheld are held with the general assets of the Employer.

Plan Manager: HealthPartners Administrators, Inc.
8170 33rd Avenue South, PO Box 1309
Minneapolis, MN 55440-1309
952-883-6000
(Provides administrative services to the Plan Sponsor in connection with the operation of the Plan, including processing of claims and other such functions as may be delegated to it.)

Contributions: You make pre-tax contributions to your Account(s). Any money you contribute to your Account(s) will be withheld in equal amounts from your paychecks.

ABOUT HEALTHPARTNERS AND YOUR EMPLOYER

HealthPartners Administrators, Inc. (“HPAI”). HPAI (“Plan Manager”) is a third party administrator (TPA), which is a related organization of HealthPartners, Inc.

Employer (“Plan Sponsor”). Your Employer has established the Plan to provide the benefits described in this SPD for eligible employees and their eligible dependents. The Plan Sponsor has contracted with the Plan Manager to provide administrative services for the Plan. However, this Plan is funded through your payroll deductions and reimbursed from your Employer’s general assets. The Plan Manager does not bear any responsibility for payments.

Powers of the Plan Sponsor. The Plan Sponsor shall have all powers and discretion necessary to administer the Plan, including without limitation, powers to: (1) establish and revise the method of accounting for the Plan; (2) establish rules and prescribe any forms required for administration of the Plan; (3) change the Plan; and (4) terminate the Plan.

The Plan Sponsor, by action of an authorized officer or committee, reserves the right to change, end or amend the Plan. The Plan Sponsor’s decision to change the Plan may be due to changes in applicable law or for any other reason. The Plan may be changed to transfer the Plan's liabilities to another Plan or split the Plan into two or more parts.

The Plan Sponsor shall have the power to delegate specific duties and responsibilities. Any delegation by the Plan Sponsor may allow further delegations by such individuals or entities to whom the delegation has been made. Any delegation may be rescinded by the Plan Sponsor at any time. Each person or entity to whom a duty or responsibility has been delegated shall be responsible for only those duties or responsibilities, and shall not be responsible for any act or failure to act of any other individual or entity.

No Guarantee of Employment. The adoption and maintenance of the Plan shall not be deemed to be a contract of employment between the Plan Sponsor and any covered employee. Nothing contained herein shall give any covered employee the right to be retained in the employ of the Plan Sponsor or to interfere with the right of the Plan Sponsor to discharge any covered employee, any time, nor shall it give the Plan Sponsor the right to require any covered employee to remain in its employ or to interfere with the covered employee's right to terminate his or her employment at any time.

HealthPartners Trademarks. HealthPartners names and logos and all related products and service names, design marks and slogans are the trademarks of HealthPartners or its related companies.

RIGHTS UPON TERMINATION OR AMENDMENT OF THE PLAN (Applicable only to your Health Care Flexible Spending Account)

For a summary of Plan provisions governing benefits, rights and obligations of participants and beneficiaries under the Plan on termination of the Plan or amendment or elimination of benefit under the Plan, please consult your Employer.

YOUR FLEXIBLE SPENDING ACCOUNTS

The Health Care Flexible Spending Account Plan allows you to set aside part of your salary on a pre-tax basis to help pay for eligible health care expenses each year. Examples of eligible expenses include medical and dental care, as well as vision expenses for you, your spouse and your dependents. As you pay for these expenses, your Health Care FSA will pay you back.

Each year during Annual Enrollment, you can elect to set aside pre-tax dollars between \$52 and \$2,700. This money will be deposited into your Health Care Spending Account for the year. The total amount you decide to set aside is taken out of your paycheck in equal amounts throughout the year.

The Dependent Care Assistance Program allows you to set aside part of your salary on a pre-tax basis to help pay for eligible dependent care services each year. It covers eligible day care expenses for your dependent children under age 13. It may also be used for the care of other dependents, if they are considered your dependent for income tax purposes, if such individual is mentally or physically disabled and incapable of self-care.

Each year during Annual Enrollment, you choose to set aside pre-tax dollars between \$26 and \$5,000 (or less, if subject to additional limitations). This money will be deposited into your Dependent Care Assistance Program Account. If your spouse also participates in a dependent care spending account, the tax-free benefit is limited to \$5,000 for both of you combined. If you are married but filing taxes separately, the tax-free benefit is limited to \$2,500. The total amount you decide to set aside is taken out of your paycheck in equal amounts throughout the year.

The Parking and/or Transit Account is governed by Internal Revenue Code Section 132. The Parking and Transit Account offers tax-savings opportunities to individuals who use public transit and/or carpool to and from work. Due to IRS requirements, the Parking and/or Transit Account is not part of the above Plans. This is described in this SPD because it operates under similar rules.

Each year, you can deposit up to \$270* *per month* into your Parking Account and up to \$270* *per month* into your Transit Account.

*These limits are set forth in the Internal Revenue Code 132(f) and are adjusted annually.

ELIGIBILITY, PARTICIPATION AND ENROLLMENT

You do not have to participate in the Plan, it is completely voluntary. You can choose to participate by setting aside part of your salary on a pre-tax basis into these accounts. Each account is managed separately, so you can enroll in none, one, or all of the accounts.

Eligibility. The Plan Sponsor determines employee's participation eligibility. For more information regarding eligibility, please contact your Employer.

When Your Participation Begins (Newly Eligible Employees). In order to qualify for benefits, you must enroll and agree to make the required pre-tax payroll deduction deposits to your account(s).

If you want to participate in one or more of the Accounts, you must enroll within the first 30 days you are eligible. Your participation will begin the first day administratively feasible and is determined by your Plan Sponsor.

If you do not enroll within the first 30 days of eligibility, you will have to wait until the next Annual Enrollment Period to enroll. The only exception is if you have a Change in Status which is described below.

Annual Enrollment Period. Once a year, your Employer sponsors an Annual Enrollment Period. During this time, you can choose to enroll or re-enroll for participation for the following year. This election will go into effect on the first January 1 following the Annual Enrollment Period.

You must re-enroll for the Plan each year. You can do so during the Annual Enrollment Period.

Changing or Canceling Your Participation. Elections are for the entire Plan Year. You can change or cancel your participation only during the Annual Enrollment Period, unless you have a Change in Status. This applies to:

- The account(s) you've elected to participate in; and
- The amount of your pre-tax payroll-deduction deposits to your account(s).

Example: If you enroll in a Health Care FSA and choose to have \$50 taken out of your paycheck each week, you can't make any changes until the next Annual Enrollment Period, unless you have a Change in Status.

Change in Status. If you have a qualified Change in Status, you can make these changes to your Plan:

- Increase or decrease the amount of your pre-tax contribution;
- Cancel your participation; or
- Choose to participate in one or more of the accounts.

The Change in Status must be applicable to the plan for which you are requesting the change and the requested change must be on account of and consistent with the Change in Status.

These are examples of a qualified Change in Status:

- Gaining or losing a spouse (through marriage, divorce, or death);
- Gaining or losing a dependent (through birth, adoption, placement for adoption, death, or loss of eligibility as a dependent);
- Change in the employment status of you, your spouse, or your dependent that causes a change in eligibility (examples: changing from part-time to full time, or changing from hourly to salaried); and
- Change in cost or coverage of dependent care (e.g. change from one-child care center to another and the new child-care center charges a different rate).

Example: Assume you elect to participate in the Health Care FSA during a given Annual Enrollment Period. If you and your spouse adopt a child during the following year, you can elect to increase your contributions to your Health Care FSA and enroll in the Dependent Care Assistance Program. You cannot change this election again until the next Annual Enrollment Period, unless you have another Change in Status.

Effective Date. If you have a Change in Status, the change to your election(s) will be effective as of the date of the change. Remember, you must apply for the change within 30 days of the birth, adoption or the loss of a dependent's eligibility, etc. If you don't enroll within 30 days of the Change in Status event, you will have to wait until the next Annual Enrollment Period. If you have any questions about making a mid-year plan change due to a Change in Status, please contact your Employer.

Leave of Absence. Special rules may apply to participation when you are on a leave of absence. If your unpaid leave is covered under the Family and Medical Leave Act, you can continue your Health Care FSA participation during your period of leave. You may continue to make contribution obligations during this period through prepay, pay-as-you-go or a catch-up option. Please contact your Employer for details about your rights and responsibilities during your leave and your return to work.

The Plan provides for reinstatement of coverage to persons returning to employment after military service, to the extent required by federal law. If you are re-hired after a period of uniformed service that entitles you to rights under the Uniformed Services Employment and Re-employment Rights Act (USERRA), you will be eligible for reinstatement under the Plans. Contact your Employer for further information.

HOW YOUR ACCOUNTS WORK

Special rules apply to Accounts, including specific definitions of Eligible Expenses. So please read this section carefully.

As a participant in the Plan, you are choosing to deposit part of your salary on a pre-tax basis in one or more of the following accounts:

- Health Care Flexible Spending Account,
- Dependent Care Assistance Program,
- Parking and/or Transit Account.

During the year, your Plan can pay you back for Eligible Expenses. The term ***“Eligible Expenses”*** is important because your expenses must meet specific requirements to qualify for reimbursement under the Plan.

Minimum Reimbursement. The minimum reimbursement for Eligible Expenses is \$20 except at the end of the Plan Year. If your claim for Eligible Expenses is less than \$20, it will be considered an incomplete claim. Your claim will be complete and will be paid to you when your total claims for Eligible Expenses reach \$20. If you have less than \$20 left in your account, you will only be paid back the amount that is in your account.

The Plan Manager will tell you when your Plan balance first reaches zero (\$0.00). If you think a mistake has been made, you have the option to appeal. If you have questions about your account balance, please call Member Services at 952-883-7000 or 866-443-9352 (toll-free).

Claim Payments. Claims are processed daily and reimbursed every week. After your claim is approved, a check will be sent to you or money will be directly deposited into your bank account if you signed up for direct deposit. Direct Deposit can be set up online at healthpartners.com. You can also call Member Services at 952-883-7000 or 866-443-9352 (toll-free).

You can check your FSA activity on your myHP app or online at healthpartners.com. You will need to register to view your account online. Just follow the online instructions. It's free, secure and easy!

Your Contributions. The amount(s) you choose to contribute to your account(s) are made through convenient pre-tax payroll deductions. During the Annual Enrollment Period, you can choose the amount of your deposits for the next Plan Year.

The following chart shows your minimum and maximum allowable Plan enrollment contributions.

<u>Health Care FSA</u> Minimum Enrollment Amount: \$52 per year Maximum Enrollment Amount: \$2,700 per year	<u>Dependent Care Assistance Program</u> Minimum Enrollment Amount: \$26 per year Maximum Enrollment Amount: \$5,000 per calendar year (\$2,500 per calendar year if you are married and you and your spouse file separate tax returns)
<u>Parking Account</u> Minimum Enrollment Amount: No minimum Maximum Enrollment Amount: \$270 per month	<u>Transit Account</u> Minimum Enrollment Amount: No minimum Maximum Enrollment Amount: \$270 per month

HEALTH CARE FLEXIBLE SPENDING ACCOUNT (FSA) REIMBURSEMENT

In general, the expenses that qualify for Health Care FSA reimbursement are those permitted by Section 213 of the Internal Revenue Code. They include expenses for medical, dental and vision. Quantity limits may apply for eligible over-the-counter medications and other items without documentation of medical necessity.

For information about Eligible Expenses you may log on to your member home page at healthpartners.com. You may also contact HealthPartners Member Services at 952-883-7000 or 866-443-9352 (toll-free).

You can use your Health Care FSA to pay for a wide range of health care expenses if:

- The claim is for an eligible health care expense that is not reimbursable by any other source;
- You have the documents you need to support your claim; and
- The claim takes place while you are participating in the Health Care FSA (unless you elect Continuation of Coverage as described below).

NOTE: Your orthodontic care will be reimbursed as paid up to your election amount in your Health Care FSA. You will need to send in proof of payment with the completed claim form. The payment must be made during the Plan Year.

You may be able to use your Health Care FSA to pay for eligible health care costs for your spouse and dependents. Certain Internal Revenue Service (IRS) rules apply.

Amount of Reimbursement. If you choose to have money from your paycheck deposited into a Health Care FSA, you can file claims up to that amount at any time during the year regardless of the amount in your account at the time of request.

For information about Eligible Expenses you may log on to your member home page on healthpartners.com. You may also call HealthPartners Member Services at 952-883-7000 or 866-443-9352 (toll-free).

Tax Deductions. If you use your Health Care FSA to pay for a specific health care expense, you cannot claim the same expense as a deduction on your income tax return. In addition, you may have to pay income taxes on any amount paid back to you for an ineligible expense.

CLAIMS REIMBURSEMENT INSTRUCTIONS

Health Care Debit Card. The health care debit card may be used to pay for some eligible health care expenses that will not be paid under your medical benefit plan or dental benefit plan. This would include things like your deductible, copayment and coinsurance. Eligible Expenses will be deducted from your FSA balance. If you do not use your health care debit card, you must submit a manual claim for your Eligible Expenses in order to receive reimbursement from your Health Care FSA. In some instances you may be required to provide additional information regarding your debit card purchase. If you do not provide enough information to allow HPAI to substantiate a health care debit card claim, HPAI will temporarily suspend the health care account until you provide the documentation required by HPAI or repay the expense.

Health care debit card payments will be made directly to the provider using your FSA funds.

There may be a small fee if you want extra debit cards or to replace your card if it is lost or stolen.

Manual Claims Submission for Eligible Health Care Expenses not considered for payment as indicated above. To get reimbursed, you must send in a claim to your Health Care FSA. All claims must be sent in with a completed Health Care Expense Claim Form, as well as any required certifications and signatures. Health Care Expense Claim Forms can be obtained online at healthpartners.com or by calling Member Services. Claims are paid based on the amount originally submitted. If the amount of the original claim changes, you must tell HealthPartners so that the claim can be adjusted.

FILING YOUR CLAIM

Claims for health care expense reimbursement may be submitted in one of the following ways:

- **Mobile** – Download the myHP app to submit a Health Care Expense Claim and supporting documents.
- **Online** – Log on to your account at healthpartners.com.
- **Fax** a Health Care Expense Claim Form and supporting documents to HealthPartners at 952-883-5026 or 877-624-2287 (toll-free).
- **Mail** a Health Care Expense Claim Form and supporting documents to HealthPartners at:

HealthPartners Service Center
CDHP – MS 21104T
PO Box 297
Minneapolis, MN 55440-0297

Supporting documents include at least one of these items:

- Explanation of Benefits (EOB) – the statement you receive each time a claim is submitted to your health, dental or vision plan; or
- Documents that list the type of service or product you bought, the date of the purchase and the name of employee or dependent the purchase was for. You must also include the name of the person or organization providing the service or product and the cost of the expense. For orthodontic expenses like braces, include a copy of the detailed ledger.

Health Care Spending Account Unused Contributions. A maximum of \$550 of unused contributions remaining in your Health Care FSA after March 31, 2022 will roll over each year for future expenses. The rollover amount will not be determined until after March 31, 2022. These funds are not available for use until after the rollover has occurred. **The deadline for sending in claims that were incurred during the Plan Year is March 31, 2022.** If more information is needed for a claim that was sent in on a timely basis, the same deadline applies.

The following chart shows how you will be reimbursed from your Health Care FSA based on the amount you put into your account(s):

<u>Account</u>	<u>Type of Election</u>	<u>Basis Upon Which Reimbursement Will Be Made</u>
Health Care Flexible Spending Account	Reimbursement is based on how much you put into your account each year	<p>Any claims up to the total amount you put in your Health Care FSA can be sent in at any time during the Plan Year. The minimum reimbursement is \$20. Learn more under “How Your Accounts Work”.</p> <p>Example: If you put \$2,000 in your Health Care FSA, you can submit a request for payment for up to \$2,000 of Eligible Expenses at any time during the Plan Year.</p>

If you are overpaid, the Plan can ask you to refund the amount of the overpayment or the Plan can offset future reimbursements until the overpayment is recovered.

TERMINATION OF COVERAGE

Health Care Flexible Spending Account. If you terminate employment and have funds left in your Health Care Spending Account, you can submit claims for any eligible expenses you had before your employment ended. You will lose any remaining funds. You can elect to keep using your account until all of your money is spent for the rest of the Plan Year by choosing and qualifying for COBRA continuation coverage. The terms of COBRA continuation coverage will apply (see the “**CONTINUATION OF COVERAGE**” section for more details). If you do not elect COBRA continuation, you may send in spending account claims under the following rules:

- You can only send in claims for expenses that happened during your participation in the Plan Year; and
- All claims must be sent in before March 31, 2022.

CLAIM DENIALS

The Plan Manager will deny a claim for a benefit when the claim is judged not to be in accordance with the provisions of the Plan. If your claim is denied, the Plan Manager will provide you with a written notice of the denial within 30 days (or 45 days in special circumstances with notice to you) after they receive your claim. The notice will explain the specific reason for the denial, reference the Plan provision on which the denial is based, and provide additional information regarding the appeal process.

CLAIM APPEALS PROCESS

If your claim for benefits under the Plan is wholly or partially denied, you are entitled to appeal that decision. Your Plan provides for two levels of appeal to the Named Fiduciary of your Plan or its delegate. You must exhaust both levels of the appeal process prior to bringing a civil action. The steps in this appeal process are outlined below.

First Level of Appeal to the Plan Manager. You or your authorized representative must file your appeal within 180 days of the adverse decision. Send your written request for review, including comments, documents, records and other information relating to the claim, the reasons you believe you are entitled to benefits, and any supporting documents to:

Member Services Department
HealthPartners, Inc.
MS 21104G
PO Box 1309
Minneapolis, MN 55440-1309

Upon request and at no charge to you, you will be given reasonable access to and copies of all documents, records and other information relevant to your claim for benefits.

The Plan Manager will review your appeal and will notify you of its decision within 30 days.

The time period may be extended if you agree.

All notifications described above will comply with applicable law.

Final Level of Appeal to the Plan Sponsor. If after the first level of appeal, your request was denied, you or your authorized representative may, within 180 days of the denial, submit a written appeal for review, including any relevant documents, to the Plan Sponsor and submit issues, comments and additional information as appropriate to:

Ramsey County
121 7th Place East
Suite 2100
St. Paul, MN 55101-2101

The Plan Sponsor will review your appeal and will notify you of its decision within 30 days.

The time periods may be extended if you agree.

All notifications described above will comply with applicable law.

DEPENDENT CARE ASSISTANCE PROGRAM ACCOUNT REIMBURSEMENT

You can only use your Dependent Care Assistance Program to pay for eligible dependent care expenses. Eligible dependent care expenses are those that are necessary for you (or you and your spouse) to work outside the home.

Your dependent care claims must meet four requirements before they can be approved:

- Your claim must be for the care of an “Eligible Dependent” (see below);
- The care provided must be for an Eligible Dependent care expense (see below);
- You cannot be reimbursed for more than the amount in your Dependent Care Assistance Program account at any given time; and
- Your claim must be supported by appropriate documentation. This includes the name, address, and Social Security number or (Taxpayer Identification Number) of the dependent care provider.

If you are married and your spouse does not earn any income, you are not eligible for dependent care benefits unless your spouse is a full-time student, is actively looking for a job, or is disabled and unable to provide for his or her own care. Your spouse is considered to be a full-time student if he or she goes to school for at least five months a year.

Amount of Reimbursement. You may be reimbursed from your Dependent Care Assistance Program account for eligible dependent care expenses for any dependent that meets the requirements below. To be eligible, the dependent care expenses must allow you and, if you are married, (your spouse) to work or look for work. The only exception to this rule is if your spouse is a full-time student or is physically or mentally unable of self-care at the time of the expenses.

Who is an Eligible Dependent? Each dependent that you claim dependent care expenses for must be:

- A person under age 13 that you claim as a dependent on your federal tax return; or
- A spouse or a person (other than a child under 13) who is your dependent under federal tax law, but only if he or she is physically or mentally incapable of self-care.

Who may Provide Eligible Dependent Care Services? If you want to be reimbursed from your Dependent Care Assistance Program, services must be provided by:

- A dependent care center (that is, a facility that provides care for more than six individuals that do not live at the facility.) The care center must comply with all state and local laws and regulations. In most cases, this means the facility is licensed; or
- A person who is not your spouse or a dependent under IRC section 105(b). If your child provided the care, he or she must be age 19 or older at the end of the year in which the expenses take place.

The care may be provided in your home or at an outside care center. You can choose care outside your home for a dependent other than your children only if the dependent usually spends at least eight hours each day in your home.

What Types of Dependent Care Services May be Reimbursed? Generally, eligible dependent care services are services that provide for the dependent’s well-being and protection. In most cases, it does not include food, clothing or education. It does not include expenses for education of a dependent in kindergarten or any higher grade.

The following are examples of Dependent Care Services that may be reimbursed:

- The reimbursement is for an eligible dependent, that dependent is under age 13, or meets the “Qualifying Person Test” as described in IRS Publication 503 (go to irs.gov to view IRS Publication 503).
- If the reimbursement is for care for your spouse, your spouse is physically or mentally incapable of self-care, and has the same primary home as you for more than half the year.
- Reimbursement can only be made for services that have already been provided whether or not they are billed or paid.
- Dependent care expenses must be provided to allow you and your spouse (if married) to work or actively look for work. Your spouse is considered working if he or she is, a full-time student at an educational organization, or physically or mentally incapable of self-care.

If you have questions about Eligible Expenses, please contact HealthPartners Member Services at 952-883-7000 or 866-443-9352 (toll-free).

Dependent Care Tax Credit. Under current law, you can take a federal dependent care tax credit for part of your dependent-care expenses if dependent care is needed so that you and your spouse can work outside the home. If you use your Dependent Care Assistance Program to pay for a dependent care expense, you cannot claim the federal dependent care tax credit for the same expense. Remember that the maximum amount of the federal dependent care-tax credit available to you each year will be reduced by the amount you chose to deposit in your Dependent Care Assistance Program account for that year.

Which Tax Break Is Better? The answer to this question depends on your personal situation, including your taxable income, number of dependents and the amount you pay for dependent care. Keep in mind that your taxable income (W-2 pay) will be reduced by your Dependent Care Assistance Program deposits during a given calendar year.

You can estimate the amount of your federal dependent care tax credit by referring to the worksheet and instructions on IRS Form 2441. This information also appears on IRS Form 1040A (Schedule 1) and instructions. You can get either of these forms by contacting your local IRS office. You may also wish to talk with a tax advisor.

Tax Filing: If you use your Dependent Care Assistance Program during a given calendar year, you must file IRS Form 2441 along with your other tax returns for that year.

CLAIMS REIMBURSEMENT INSTRUCTIONS

Manual Claims Submission for Eligible Dependent Care Expenses. To get reimbursed, you must submit a claim to the Plan Manager. All claims must include a completed Dependent Care Expense Claim Form and any required certifications and signatures. Dependent Care Expense Claim Forms can be obtained online at healthpartners.com or by calling Member Services.

FILING YOUR CLAIM

Claims for dependent care expense reimbursement may be submitted in one of the following ways:

- **Mobile** – Download the myHP app to submit a Dependent Care Expense Claim and supporting documents.
- **Online** – Log on to your account at healthpartners.com.
- **Fax** a Dependent Care Expense Claim Form and supporting documents to HealthPartners at 952-883-5026 or 877-624-2287 (toll-free).
- **Mail** a Dependent Care Expense Claim Form and supporting documents to HealthPartners at:

HealthPartners Service Center
CDHP – MS 21104T
PO Box 297
Minneapolis, MN 55440-0297

Supporting documents must include the provider Tax ID number and one of the following:

- A copy of the bill or signed receipt which includes provider name, dependent name, dates of service, description of services and amount due; or
- Have the provider complete the Dependent Care and Provider Information sections of the Dependent Care Expense Claim Form.

Dependent Care Assistance Program Unused Contributions. Expenses sent in after March 31, 2022 are not eligible for reimbursement from your account. **The deadline for sending in claims that were incurred during the Plan Year is March 31, 2022.** If more information is needed for a claim that was sent in on a timely basis, the same deadline applies.

The following chart shows how you will be reimbursed from your account based on the amount you put into your account(s):

<u>Account</u>	<u>Type of Election</u>	<u>Basis Upon Which Reimbursement Will Be Made</u>
Dependent Care Assistance Program	Reimbursement is based on how much you put into your account each year	<p>Reimbursement is only available up to the dollar amount in your account. The minimum reimbursement is \$20. Learn more under “How Your Accounts Work”.</p> <p>Example: If you have had \$500 withheld from your pay and submit a claim for \$800, you can only be reimbursed for the \$500 that is in your account. The remaining \$300 will be reimbursed as funds become available in your account.</p>

Any claims paid using account funds will be paid directly to you. You pay your provider.

If you are overpaid, the Plan can ask you to refund the amount of the overpayment or the Plan can offset future reimbursements until the overpayment is recovered.

TERMINATION OF COVERAGE

Dependent Care Assistance Program. If you terminate employment and have funds left in your Dependent Care Account, you can elect to keep using your Plan until the end of the Plan year. Claims must be for child care expenses for an eligible dependent that allow you to work or look for work. The charges must occur during the Plan Year and must be sent in before March 31, 2022.

REVIEW OF A DENIED CLAIM

If your claim for benefits under the Plan is wholly or partially denied, you may contact the Plan Manager as described below to request a review of the denied claim.

Review with the Plan Manager. You must contact the Member Services Department within 60 days of the adverse decision. Send your written request for review, including comments, documents, records and other information relating to the claim, the reasons you believe you are entitled to benefits, and any supporting documents to:

Member Services
HealthPartners, Inc.
MS 21104G
PO Box 1309
Minneapolis, MN 55440-1309

The Plan Manager will review your denied claim and will notify you of its decision within 60 days.

PARKING AND/OR TRANSIT ACCOUNT REIMBURSEMENT

Eligible Expenses. To be eligible for reimbursement, parking and transit expenses are only for commuting costs to and from work. Eligible expenses must meet the following definitions:

Qualified parking expenses include the following parking expenses, unless such expenses are incurred for any parking on or near property used by the employee for residential purposes:

- **Expenses you pay to park your car for your commute to work:**
 - by mass-transit facilities, whether it is publicly owned or not;
 - by an individual driver or transportation company you hire, if such transportation is provided in a “commuter highway vehicle,” as defined below in this SPD; or
 - by “commuter highway vehicle,” as defined below in this SPD.
- **Transit pass expenses** include expenses you pay for any pass, token, fare card, voucher or similar item that allows you to use transportation (or transportation at a reduced price). To be eligible, the transportation must be:
 - on mass transit facilities, whether it is publicly owned or not; or
 - by an individual driver or transportation company you hire, if such transportation is provided in a vehicle with a seating capacity of at least six adults (not including the driver).

Commuter Highway Vehicle (Van Pool) expenses include the cost for transportation in a commuter highway vehicle. To be eligible, the vehicle must take you from your home, to your workplace and back.

Commuter Highway Vehicles include any highway vehicle which seats at least six adults (not including the driver). Also, at least 80 percent of the vehicle’s mileage is expected to be for transporting employees between their home and workplace where on average, with at least half the vehicle seats being occupied (not including the driver).

Eligible Transportation Expenses include those qualified expenses paid for by the employee to purchase or pay for Transit Pass Expenses, Commuter Vehicle Expenses or Qualified Parking Expenses. To be eligible, the costs must be related to transportation from your home, to your workplace and back.

Examples of *eligible* expenses include:

- Bus passes
- Rail passes
- Ferry passes
- Subway fares
- Commuter van fares
- Commuter railroad fares
- Parking at work address
- Parking at commuter bus, railroad or carpool stations/stops

Examples of expenses that are *not eligible* include:

- Parking at or near your home address
- Highway tolls
- Taxicab fares
- Bicycling expenses
- Bridge tolls

CLAIMS REIMBURSEMENT INSTRUCTIONS

Manual Claims Submission for eligible Parking and/or Transit Expenses. To get reimbursed, you must submit a claim to the Plan Manager. All claims must include a completed Transportation and Parking Expense Claim Form and any required certifications and signatures. Parking and Transportation Expense Claim Forms can be obtained online at healthpartners.com or by calling Member Services.

You have 180 days from the date of purchase to send in expenses for reimbursement from your Plan.

The Parking and Transit Account calculates expenses based on the month in which they occur. The following chart shows how reimbursements will be processed based upon the contributions you make to your accounts:

<u>Account</u>	<u>Type of Election</u>	<u>Basis Upon Which Reimbursement Will Be Made</u>
Parking and/or Transit Account	Reimbursement is based on how much you put into your account each month	Reimbursements are based upon the month when the cost occurred. Example: You choose to have \$200 taken out of your pay check each month. If you have \$210 of parking expenses, you will only be eligible to get reimbursed \$200 for that month.

To get reimbursed from your Parking and/or Transit account, you must send in a claim within 180 days of the date of the expense. All claims must include a completed Transportation and Parking Expense Reimbursement Claim Form, a receipt* and a brief description of the nature of the expense. Claim Forms can be obtained online at healthpartners.com or by calling Member Services.

If you cannot get a receipt for Parking and/or Transit expenses (like parking meters), you can get reimbursed by attesting to the expenditures, in writing, on your reimbursement request.

FILING YOUR CLAIM

Claims for Parking and/or Transit reimbursement can be sent in one of the following ways:

- **Mobile** – Download the myHP app to submit a Dependent Care Expense Claim and supporting documents.
- **Online** – Log on to your account at healthpartners.com.
- **Fax** a Dependent Care Expense Claim Form and supporting documents to HealthPartners at 952-883-5026 or 877-624-2287 (toll-free).
- **Mail** a Dependent Care Expense Claim Form and supporting documents to HealthPartners at:

HealthPartners Service Center
CDHP – MS 21104T
PO Box 297
Minneapolis, MN 55440-0297

Unused Parking and Transit Account Deposits. Any unused money left in your Parking and/or Transit account will automatically roll forward as follows:

- Any amount left in either account at the end of a given calendar year month will roll forward to the next calendar year month; and
- Any amount remaining in either account at the end of a given calendar year will roll forward to the next calendar year.

This roll-forward feature will continue from month-to-month and year-to-year until one of the following happens:

- You have used all of the money in your account(s) for qualified expenses and there is a zero (\$0) balance; or
- Your employment ends, which means you will lose any money left in your account.

It is very important you think about this roll-forward feature when you decide how much you want to put into your Parking and/or Transit account each month and plan year.

TERMINATION OF COVERAGE

Parking and/or Transit Account. If you end your employment while you are participating in the Parking and/or Transit Account, you must send in all reimbursement requests within 180 days of the date of the expense. You cannot send in a request for payment for expenses after you end your employment. You will lose any unused dollars left in your account.

REVIEW OF A DENIED CLAIM

If your claim for benefits under the Plan is wholly or partially denied, you may contact the Plan Manager as described below to request a review of the denied claim.

Review with the Plan Manager. You must contact the Member Services Department within 60 days of the adverse decision. Send your written request for review, including comments, documents, records and other information relating to the claim, the reasons you believe you are entitled to benefits, and any supporting documents to:

Member Services Department
HealthPartners, Inc.
MS 21104G
PO Box 1309
Minneapolis, MN 55440-1309

The Plan Manager will review your denied claim and will notify you of its decision within 60 days.

DRAFT

ACCESS TO RECORDS AND CONFIDENTIALITY

(This Section Applies to the Health Care Flexible Spending Account). The Plan Sponsor complies with applicable state and federal laws governing the confidentiality and use of protected health information and medical records. The Plan Sponsor is also allowed to use your protected health information when necessary, for proper administration of the Plan.

In the event that protected health information is disclosed to the Plan Sponsor, the Plan Sponsor may only use or disclose such information as permitted by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and regulations promulgated there under and as amended including, certain Plan administrative functions such as: claims review, subrogation, quality assurance, auditing, monitoring and management of carve out plans. Information may only be disclosed to the Plan Sponsor upon receipt, by the Plan, of a certification from the Plan Sponsor to the amendment of the Plan documents and that your Plan Sponsor agrees to:

- Not use or further disclose information except as listed above or as required or permitted by law;
- Ensure that any agents or subcontractors agree to the same restrictions and conditions that apply to your Employer or Plan Sponsor and that such agents and subcontractors agree to implement reasonable and appropriate security measures to protect electronic protected health information;
- Not use or disclose any information for employment – related actions or decisions;
- Not use or disclose any information in connection with any other employee benefit plan of your Employer or Plan Sponsor;
- Report to the Plan any security incident it becomes aware of and any use or disclosure of the information that is inconsistent with the uses or disclosures described above;
- Make information available to fulfill your right to access your protected health information;
- Make the information available for amendment or to incorporate applicable amendments;
- Make the information available in order to provide an accounting of disclosures;
- Make its internal practices, books and records relating to the use and disclosure of information received from the Plan available to the Department of Human Services to determine compliance with HIPAA;
- Return or destroy all protected health information received from the Plan, if feasible, when use or disclosure is no longer required. If return or destruction is not possible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible;
- Ensure only certain classes of employees designated by your Employer are permitted access to your protected health information for Plan administration functions;
- Implement an effective mechanism for handling noncompliance by the employees designated access to your protected health information;
- Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic protected health information that is created, received, maintained or transmitted on behalf of the group health Plan;
- Ensure adequate separation between the Plan and your Plan Sponsor is supported by reasonable and appropriate security measures.

Certain limited information of all family members enrolled in the Plan will be viewable on the FSA website by the enrolled employee. By enrolling in the Empower FSA Plan you are acknowledging that you and all dependents enrolled in the Plan, understand that you, as the enrolled employee, will have access to limited information about all the claims submitted to your FSA for reimbursement.

CONTINUATION OF COVERAGE

“Continuation of Coverage” means your right under COBRA (the Consolidated Omnibus Budget Reconciliation Act of 1985) to continue your Health Care Flexible Spending Account coverage that was in place the day before a Qualifying Event if participation by you (including your spouse and dependents) otherwise would end due to the occurrence of the Qualifying Event.

A Qualifying Event is:

- Termination of your employment (other than by reason of gross misconduct), or reduction of your work hours;
- Your death;
- Divorce or separation from your spouse;
- Your becoming entitled to receive Medicare benefit; or
- Your dependent ceasing to be a dependent.

For a qualifying event other than a change in your employment status or death, it will be your obligation to inform the Plan Sponsor within 60 days of its occurrence. The Plan Sponsor, in turn, will furnish you (and your spouse, as the case may be) with a separate, written option to continue the coverage provided at stated contribution costs. The notification you will receive will explain all the rest of the terms and conditions of the continued coverage.

Only participants who have positive balances in their Health Care Spending Account at the time of a Qualifying Event (taking into account all claims submitted before the date of the Qualifying Event) will be eligible for COBRA coverage. You will be notified if you are eligible for COBRA coverage. Even if COBRA coverage is offered for the year in which the Qualifying Event occurs, COBRA coverage for your health care spending account will cease at the end of the year and will not be carried over for the next Plan Year. You may pay contributions for such coverage on an after tax basis.

Procedures for Providing Notices Required Under This Continuation of Group Coverage Section

- You must comply with the time limits for providing notices required in paragraph above.
- Your notice must be in writing and contain at least the following information:
 - The names of the eligible employee and eligible dependents;
 - The qualifying event or disability; and
 - The date on which the qualifying event (if any) occurred.
- Your notice must be sent to:

Ramsey County
121 7th Place East
Suite 2100
St. Paul, MN 55101-2101

The Plan will comply with applicable federal law for a covered employee that is called to active military duty in the uniformed services.

EXHIBIT 3
PAYMENT SCHEDULE

The Plan Sponsor must make payments in accordance with this Payment Schedule.

A. Payment of Fees. In consideration of HPAI's performance of the Administrative Services under this Agreement, the Plan Sponsor must pay HPAI fees as follows:

- Plan Administrative Services Fees.

\$2.50 per Covered Employee per month and an annual fee of \$400 per group for groups with fewer than 20 participants.

- Revenue Share.

HPAI may receive revenue share amounts based on purchases through commissioned links to retail vendors found on healthpartners.com.

B. Performance Measurements. Notwithstanding anything in this Agreement to the contrary, HPAI and the Plan Sponsor may agree to varying payment methodologies which HPAI and the Plan Sponsor may negotiate in connection with the measurement of HPAI's performance of its duties under this Agreement. In that event, such methodologies and adjustments will be set forth as Exhibit E of this Agreement and made part of this Agreement. Any such payment methodologies negotiated between HPAI and the Plan Sponsor in connection with measurement of HPAI's performance of its duties under this Agreement will not become effective until this Agreement, or any amendment to this Agreement which adds or changes terms of such payment methodology, is fully executed by both HPAI and the Plan Sponsor.

EXHIBIT 4

FSA FUNDING AGREEMENT

This FUNDING AGREEMENT is made and effective the day of May 12, 2021 by and between HealthPartners Administrators, Inc. ("HPAI") and Ramsey County ("Plan Sponsor").

WHEREAS, Plan Sponsor has established a Flexible Spending Account (FSA) for the benefit of certain employees and their eligible dependents; and

WHEREAS, HPAI is the third-party administrator for the FSA; and

WHEREAS, HPAI and Plan Sponsor wish to document the Funding Agreement for the FSA along with finalizing the Professional Services Agreement (PSA) and the Administrative Services Agreement ("ASA") which will govern other aspects of the administration of the FSA and other materials relevant to the FSA.

NOW THEREFORE, in consideration of the foregoing and the covenants contained herein, the parties hereby agree as follows:

1. Transfer of Funds. Upon notification by HPAI in accordance with paragraph 2 below, HPAI will initiate an automatic payment (ACH debit) to transfer funds to be paid by Plan Sponsor under the FSA ("Fund Payments") from Plan Sponsor's general assets to HPAI's payment disbursement account, ("the Account"), in accordance with the Authorization Agreement for Automatic Payment attached as Attachment A. Such transfer will be made no later than 10:00 a.m., Central Time, on the Friday immediately following the date on which notification is given. If that Friday is a federal holiday, then such transfer will be made no later than 10:00 a.m., Central Time, on the business day immediately following.
2. Notification. On Wednesday of each week, HPAI will notify Plan Sponsor of the amount of the ACH debit by transmitting, via e-mail, facsimile or other designated method of transmission, an accounting of amount to be paid by the Plan Sponsor for claims paid under the FSA.
3. Late Funding. If Plan Sponsor fails to make the required funds available by the day specified in paragraph 1 hereof, HPAI will make a courtesy follow-up phone call to Plan Sponsor to remind Plan Sponsor of its funding obligation. If Plan Sponsor does not make the required funds available within twenty-four (24) hours of HPAI's follow-up call, HPAI may, at its option: (a) suspend its performance under the ASA until such time as Plan Sponsor makes all Fund Payments; (b) impose a late payment charge of \$100 per day; and/or (c) terminate the ASA to the PSA or seek other recourse against Plan Sponsor.
4. Incorporation into the PSA and ASA. This Funding Agreement will be incorporated into the PSA and ASA. All capitalized terms used but not defined herein will have the meanings ascribed to them in the ASA.
5. Funding Notification Contact Information. Attached hereto as Attachment B is a Funding Notification Contact Form, completed by Plan Sponsor, which contains the name of the Plan Sponsor employee or agent to whom notification of funds due is to be e-mailed or faxed and follow-up calls are to be made, if necessary, pursuant to paragraph 2 hereof, as well as that person's e-mail address, telephone and facsimile numbers. Attachment B also contains the name, telephone and facsimile numbers of an alternate contact for notification purposes. In the event that information changes during the term of the ASA, Plan Sponsor will notify HPAI in writing.
6. Funding Agreement Amendments. The Funding Agreement can be changed at any time by mutual written agreement between HPAI and the Plan Sponsor, and such changes are automatically incorporated into this Agreement.

Attachment A

HEALTHPARTNERS ADMINISTRATORS, INC.

Authorization Agreement For Automatic Payment (ACH Debits)

<*Please note that bills can be split by site, but not by package code> remove this note before sending to the client>

We authorize HealthPartners Administrators, Inc. ("The Company") to initiate entries to debit our account described below: **(Please type or print legibly)**

Employer Name: _____

Checking Account Number: _____

Financial Institution's Name: _____

Bank Transit/Routing Number: _____

Financial Institution's Address: _____

HealthPartners Company ID: 2411629390

Attach a voided check or provide the Financial Institution's Routing Number (between

the ":" symbols on the bottom left of your check)

This authority is to remain in full force and effect until The Company has received written notification from us of our termination in such time and manner as to afford The Company a reasonable opportunity to act on it.

Signature: _____

Full Name: _____

Date: _____

Telephone No: _____

For Company Use: Representative: _____ Location: _____

Retain This Portion For Your Records

On _____ (Date) we authorized: HealthPartners Administrators, Inc., at 8170 33rd Ave S, Bloomington, MN 55440-1309 to initiate electronic entries to our checking account and agree to the terms listed on the Authorization Agreement. To cancel this agreement, write to HealthPartners Administrators, Inc., Attn: Membership Accounting, at the address shown above.

ATTACHMENT B

FUNDING NOTIFICATION CONTACT FORM FOR HPAI FSA CLIENTS

Employer Designated Primary Contact **(Please type or print legibly)**

Name: _____

Title: _____

Phone Number: _____

E-mail Address: _____

Fax Number: _____

Employer Designated Alternate Contact **(Please type or print legibly)**

Name: _____

Title: _____

Phone Number: _____

E-mail Address: _____

Fax Number: _____

SIImplementationforms@HealthPartners.com

EXHIBIT 5

PERFORMANCE MEASUREMENTS

HealthPartners Administrators, Inc. (“HPAI”) agrees to put 10% of the administrative costs at risk. The penalty will be assessed equally among the three categories.

Member Services

- FSA/HRA plan will guarantee 30 second average speed of answer (measured by number of seconds it takes for a live member services representative to answer the phone following menu selection)
- The FSA/HRA plan will guarantee that call abandonment rate will be 5% or less

Claims

- FSA/HRA plan will guarantee that 95% of claims will be paid, pending or denied within 5 business days.
- Payment Accuracy – 98% accuracy, calculated by subtracting the dollars underpaid plus overpaid from the total correct liability and dividing by the total correct liability in the audit sample.
- Incidence Accuracy – 98% of claims paid without financial errors (measured by dividing the number of claims paid correctly by the number of claims in the audit sample).

Eligibility

- All clean eligibility and deposit information is entered onto FSA vendor’s system on the payroll date provided the information is received at least 48 hours prior to the payroll date. Eligibility and payroll information must be received in the HealthPartners approved format. For new groups, HealthPartners will develop an implementation timeline with mutually agreeable goals and timeframes.

Note: Guarantees are calculated on a calendar year basis for all groups including those that do not renew on a calendar year. Results are tracked monthly and reported on a quarterly basis using HPAI and its Related Organization’s full book of commercial business.

On a calendar year basis, HPAI will average the quarters together for an annual performance standard measurement of the plan. If, in HPAI’s reasonable discretion, a law or regulatory change affects HPAI’s ability to meet these Performance Guarantees, such obligation will terminate upon written notice to the Plan Sponsor. Additionally, HPAI shall not be held liable for failure to meet the performance guarantees if the failure is caused by conditions beyond its control including, but not limited to Acts of God, wars, pandemic, insurrections and/or any other cause beyond the reasonable control of HPAI.

Payment for failure to meet performance standard measurements will be made 90 days following the end of the guarantee period. Payment will not be made to groups who have failed to sign and execute the Administrative Services Agreement for the corresponding year.