

INFINISOURCE
BENEFIT SERVICES

Infinisource Service Agreement

Section 1: Employer Information

Woodbury County

Employer Legal Name— Please print (“Employer”) _____

42-6005221 CN174522
Federal Employer Identification Number (FEIN) Infinisource Customer Account Number
(Please include on check when sending in payment)

375 1
Number of Benefits Eligible Employees Number of Benefits Enrolled Employees Number of Reporting Locations

620 Douglas St. Rm 701 Sioux City IA 51101
Address City State Zip

712 279-6480 712-279-6597 COUNTY Government
Phone number Fax number Nature of business

Melissa Thomas 712279-6480 melissathomas@woodburycountyrwa.gov
Primary Contact All Svcs COBRA only FSA only PHI Contact Telephone E-mail address

Lisa Anderson 712279-6480 lisaanderson@woodburycountyrwa.gov
Secondary Contact Reports All Svcs COBRA FSA PHI Contact Telephone E-mail address

Melissa Thomas _____
Implementation Contact (if other than primary contact) Telephone E-mail address

_____ _____
Agency Contact Telephone E-mail address

Third Party Reporting Authorization (if applicable)

We hereby authorize the following designee to submit certain reporting forms on our behalf, which we acknowledge are our responsibility to provide. We are aware that if this reporting arrangement changes, we must notify Infinisource directly. If we assign this reporting function to any other source, we will make Infinisource aware of such a change.

Agency name: <u>Gallagher</u>			
Agency contact: <u>Jennifer Wilson</u>		Phone: <u>712 272 8238</u>	
Address: <u>4280 Sergeant Rd Ste 200</u>		Fax:	
E-mail address: <u>Jennifer.Wilson@ajg.com</u>		Other:	
We authorize the above designee for:	Online access	Contact on COBRA notice	PHI Contact
	Yes <input checked="" type="radio"/> No <input type="radio"/>	Yes <input checked="" type="radio"/> No <input type="radio"/>	Yes <input checked="" type="radio"/> No <input type="radio"/>
			Receive Reports
			Yes <input checked="" type="radio"/> No <input type="radio"/>

Section 2: Terms and Conditions and Service Agreements

Employer is purchasing the service(s) listed below in Section 3 and, in doing so, each party acknowledges and agrees that Infinisource’s General Terms and Conditions available at [https://www.infinisource.com/legal] (as may be amended from time to time) (the “Terms and Conditions”) and the COBRA Service Agreement and General Notice Blanket Mailing and Open Enrollment Mailing Service Agreement available at [https://www.infinisource.com/legal] (as may be amended from time to time) (the “Additional Service Agreements”) are each incorporated herein by reference and Employer shall have all rights and obligations of the “Employer” thereunder.

Infinisource use only	Agreement valid for 30 days from	<u>4/8/2021</u>
Internal agent #	Account #	<u>CN174522</u>
<u>G0000021</u>	Service effective date	

Section 3: Fees and Consideration

This agreement is hereby made for the services selected below. Employer will pay the agreed upon fees for the services chosen below:

COBRA					
<input checked="" type="checkbox"/>	Service	Per Unit or Minimum	Setup Fee	Annual Fee	Total
Current number of Insured Employees <u>375</u>					
<input checked="" type="checkbox"/>	COBRA Administration	*\$.50 per insured employee, per month fee or \$600.00 annual minimum	\$50.00	\$2,250.00	\$2,300.00
<input checked="" type="checkbox"/>	COBRA Premium Collection			Included	
<input checked="" type="checkbox"/>	COBRA Open Enrollment (requires Premium Collection)	*\$12.00 per packet mailed or \$50.00 minimum			
	COBRA Eligibility Management				
	State Continuation Coverage Administration (for CA, NY, TX, CT, MN, CO, UT, PA, & DE only) (requires Premium Collection)				
COBRA fees are based upon one reporting location. Separate tracking for additional locations will require an additional annual fee per location. Check box if applicable. <input type="checkbox"/> Employer is a customer on the iSolved HCM Platform for payroll and benefits enrollment and would like full integration of COBRA and iSolved.					

Fringe Benefit Account-Based Plans					
<input checked="" type="checkbox"/>	Service	Per Unit or Minimum	Setup Fee	Annual Fee	Total
	Health Flexible Spending Account Administration ¹ (IRC Sections 105 and 125)				
	Dependent Care Flexible Spending Account Administration ¹ (IRC Sections 129 and 125)				
	Limited Health Flexible Spending Account Administration ¹ (IRC Sections 105 and 125)				
	Health Reimbursement Arrangement Administration ¹ (IRC Section 105)				
	Transit Account Administration ¹ (IRC Section 132)				
	Parking Account Administration ¹ (IRC Section 132)				
	Health Savings Account Administration ¹ (IRC Section 223)				
	Tuition Reimbursement Account Administration ¹ (IRC Section 127)				
	Life Style Flexible Spending Account Administration ¹ (IRC Sections)				
¹ Electronic Payment Card Services - included for all Fringe Benefit Plans (including Health Savings Accounts) except certain HRAs. An additional \$.15 ppm charged for each Transit Plan participant.					

If purchasing any of the services listed above, please indicate:

Current number of FSA participants _____ Current number of Transit participants _____

Current number of HRA participants _____ Current number of Parking participants _____

Current number of HSA participants _____ Number of Banking Accounts _____

Plan year start date _____ Plan year end date _____

Check box if applicable.
 Employer is a customer on the iSolved HCM Platform for payroll and benefits enrollment and would like full integration of Fringe Benefit and iSolved.

Please Note:*Discount applied.

Section 4: Additional Service Fees and Consideration

Not including applicable fees noted above in Section 3, additional service fees may apply for services outlined below:

Additional COBRA Service Fees (if applicable):

- 1. Premium Remittance Check Fee - \$10 per check. Direct deposit remittance provided at no additional cost.
- 2. General Notice Blanket Mailing for existing covered individuals - \$3.25 per notice, \$50 minimum. General notices for new insurance enrollees included in applicable fees from Section 3 of this Agreement.
- 3. Custom reports or extraneous development - \$190 per hour. Such requests are subject to approval by Infinisource.
- 4. Open Enrollment mailing service prior to service effective date: Setup fee \$200 (plus \$12 per packet mailed).

Additional Fringe Benefit Administration Service Fees (if applicable):

- 1. FSA enrollment kits - \$.95 each for paper (free online)
- 2. FSA enrollment meetings – Negotiable fee plus travel expenses; webinars available at no charge
- 3. FSA paper enrollments - \$2.50 per enrollment, \$25 minimum.
- 4. Additional Debit Cards - Participants receive two cards initially at no charge. Additional/replacement debit cards are \$5 per set of two cards, deducted from participant account.
- 5. Plan changes after plan initialized - \$150 per hour, minimum one hour.
- 6. Custom reports or extraneous development - \$190 per hour. Employer shall submit such requests and are subject to approval by Infinisource.
- 7. Positive Pay Tool - \$500 annually
- 8. ACH Transfer failure - \$75 each
- 9. Additional non-discrimination tests not otherwise included - \$1,000

Additional Health Savings Account Administration Service Fees (if applicable):

- 1. Paper Enrollment - \$10 each

Standard Hourly Rate for Correcting Inaccurate Data (any service) = \$150 per hour

IN WITNESS WHEREOF, Employer and Infinisource have caused this Agreement to be executed in their names by their undersigned officer, the same being duly authorized to do so. Please sign, date and return this Service Agreement via email to salesagreement@infinisource.com.



Employer Authorized Signature

DocuSigned by:



Infinisource Authorized Signature

8BCD67149BA44FF

4-20-21

Date

4/12/2021

Date

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is between Infinisource, a Coldwater, Michigan corporation (“Business Associate”), and Woodbury County (“Employer”), a , on behalf of itself, as plan sponsor of one or more group health plans and its group health plans administered by Business Associate (*collectively, such group health plans are referred to as the “Plan”*).

WHEREAS, Business Associate and Employer have entered into or intend to enter into a written administrative services agreement (“ASA”) wherein Business Associate will provide certain administrative services for the Plan (“Services”);

WHEREAS, Business Associate and Employer acknowledge that Business Associate must create, receive and maintain Protected Health Information to provide the Services;

WHEREAS, Business Associate and Employer wish to enter into this Agreement to satisfy the requirements of 45 CFR 164.504.

Article I. Definitions

The following terms Used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

HIPAA Rules” shall mean all applicable provisions of 42 CFR Parts 412, 413, 422 and 495; 45 CFR Parts 160, 164, and 170; and any other applicable rules as may be promulgated under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or the Health Information Technology for Economic and Clinical Health Act (HITECH ACT), as such statutes and rules may be amended from time to time.

“Protected Health Information” as Used herein is limited to Protected Health Information collected, created, received and maintained by Business Associate on behalf of the Plan.

Under no circumstance will a Health Savings Account, as defined in Internal Revenue Code Section 223, to which the Employer contributes constitute a “health plan” for purposes of the HIPAA Rules.

Article II. Obligations and Activities of Business Associate

Business Associate agrees to:

- (a) Not Use or Disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law;
- (b) Use appropriate safeguards, and comply with the applicable provisions of Subpart C of 45 CFR Part 164 and the applicable provisions of Part 170 of the HIPAA Rules with respect to electronic Protected Health Information, to prevent Use or Disclosure of Protected Health Information other than as provided for by the Agreement;
- (c) Promptly report to the Plan any Use or Disclosure of Protected Health Information not provided for by the Agreement of which it becomes aware and any Security Incident of which it becomes aware, subject to the following provisions:

(i) Business Associate will provide to the Plan the information required to be provided in 45 CFR 164.410 as soon as reasonably possible but no later than thirty (30) days after the unauthorized Use, access or Disclosure is discovered by Business Associate;

(ii) If the Plan determines that the unauthorized Use, access or Disclosure constitutes a Breach, Business Associate will prepare and send the notices to affected individuals that are otherwise required by 45 C. F.R. 164.402.

(iii) Upon written request from Plan no more than once in any 12 month period, Business Associate will provide to Plan summaries of reports that it maintains, if any, of unsuccessful Security Incidents related to Protected Health Information.

(d) In accordance with 45 CFR 164.502I(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

(e) In accordance with 45 CFR 164.524, Business Associate will make available Protected Health Information that is maintained by Business Associate or its Subcontractor in a Designated Record Set to the Plan or the Individual (as applicable) within fifteen (15) days of Business Associate's receipt of the request;

(f) In accordance with 45 C. F.R. 164.526, Business Associate will promptly make any amendment(s) to Protected Health Information that is maintained by Business Associate or its Subcontractor in a Designated Record Set that Business Associate is directed by the Plan in writing to make. If Business Associate receives the amendment request directly from the Individual, Business Associate will forward the request to the Plan within ten (10) business days of receiving the request from the Individual.

(g) In accordance with 45 CFR 164.528, Business Associate will maintain and promptly make available the information required to provide an accounting of Disclosures to the Plan or the Individual, as applicable.

(h) To the extent the Business Associate is to carry out one or more of the Plan's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate will comply with the requirements of Subpart E that apply to the Plan in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Article III. Permitted Uses and Disclosures by Business Associate

(a) Business Associate may only Use or Disclose Protected Health Information as necessary to perform the Services in accordance with the ASA. Business Associate may also Disclose Protected Health Information to other Business Associates of Plan upon written request of the Plan provided that the Plan certifies in writing that the receiving party has entered into an effective and binding Business Associate Agreement with the Plan and the receiving party and Plan agree to any additional provisions reasonably required by Business Associate. Business Associate will only Use and Disclose the Minimum Necessary Protected Health Information as required by 45 CFR 164.502. Business Associate may assume that any Disclosures of Protected Health Information requested by Plan constitute the Minimum Necessary.

(b) Business Associate may Use or Disclose Protected Health Information as Required by Law.

- (c) Business Associate may de-identify Protected Health Information, in accordance with 45 CFR 164.518.
- (d) Business Associate may not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 of the HIPAA Rules if done by the Plan except as set forth below:
 - (i) Business Associate may Use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
 - (ii) Business Associate may Disclose Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the Disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that the information will remain confidential and Used or further Disclosed only as required by law or for the purposes for which it was Disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (g) Business Associate may provide data aggregation services relating to the health care operations of the Plan.

Article IV. Provisions for Plan to Inform Business Associate of Privacy Practices and Restrictions

- (a) The Plan will notify Business Associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of Protected Health Information.
- (b) The Plan will notify Business Associate of any changes in, or revocation of, the permission by an individual to Use or Disclose his or her Protected Health Information, to the extent that such changes may affect Business Associate's Use or Disclosure of Protected Health Information. Notwithstanding anything to the contrary herein, Business Associate is not obligated to comply with such changes not otherwise agreed to by Business Associate except where required by the HIPAA Rules.
- (c) The Plan will notify Business Associate of any restriction on the Use or Disclosure of Protected Health Information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of Protected Health Information. Notwithstanding anything to the contrary herein, Business Associate is not obligated to comply with restrictions not otherwise agreed to by Business Associate except where required by the HIPAA Rules.

Article V. Permissible Requests by Plan

The Plan will not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 of the HIPAA Rules if done by Plan.

Article VI. Term and Termination

- (a) **Term.** The Term of this Agreement is effective as of the date of receipt of this signed BAA by Business Associate or date of a signed ASA, whichever is later, and will terminate on the date the ASA terminates, the date this Agreement terminates for cause as authorized in paragraph (b) of this Section, or the date that the Business Associate no longer maintains any Protected Health Information, whichever is sooner.

(b) **Termination for Cause.** If a party materially breaches the terms of this Agreement (“breaching party”), and the breaching party does not reasonably dispute the breach, the other party (“non-breaching party”) may terminate this Agreement upon written notice to the breaching party if the breaching party fails to cure the breach as soon as reasonably possible but no later than 30 days after receiving notice of the breach from the non-breaching party. Termination of this Agreement will also result in termination of the ASA related to the Business Associate’s claims administration of Plan Sponsor’s group health plans.

(c) **Obligations of Business Associate upon Termination.**

The Business Associate will return or destroy all Protected Health Information upon termination of the agreement to the extent the Business Associate reasonably determines that it must retain Protected Health Information as necessary to continue its proper management and administration or to carry out its legal responsibilities. The obligations imposed by this Agreement with respect to Protected Health Information will continue in effect for as long as Business Associate retains Protected Health Information.

(d) **Survival.** The obligations of Business Associate under this Section shall survive the termination of this Agreement.

Article VII. Miscellaneous

(a) **Regulatory References.** A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

(b) **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

(c) **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

(d) **Liability Limitation.** Neither Party will be liable hereunder for special, indirect, incidental, consequential, punitive or exemplary damages, including, but not limited to, lost profits, even if such Party alleged to be liable has knowledge of the possibility of such damages unless and to the extent the damages are the result of the Party’s grossly negligent breach of this Agreement or its willful misconduct.

(e) **Agreement.** This Agreement reflects the final, full and exclusive expression of the agreement of the Parties and supersedes all prior agreements, understandings, writings, proposals, representations and communications, oral or written, of either Party with respect to the subject matter hereof and the transactions contemplated hereby.

(f) **Execution of Agreement:** This Agreement may be executed by the Parties in one or more counterparts, and each of which when so executed shall be an original but all such counterparts shall constitute one and the same instrument. The Parties agree to accept a digital image of this Agreement, as executed, as a true and correct original and admissible as best evidence to the extent permitted by a court with proper jurisdiction.

(g) **Opportunity to Review:** Notwithstanding the general rules of construction, both Parties acknowledge each was given an equal opportunity to negotiate the terms and conditions contained in this Agreement, and agree that the identity of the drafter of this Agreement is not relevant to any interpretation of the terms and conditions of this Agreement.

(h) **Governing Law:** This Agreement shall be governed by the applicable laws of Michigan without regard to any of its conflict of law principles. The Parties agree to submit to the jurisdiction of the applicable courts located in Michigan.

(i) **Notices:**

(i) All notices or other communications required to be furnished by one Party to the other Party under this Agreement shall be given to the Parties in writing to the addresses identified in the Agreement Information Appendix or to such other addresses as the Parties may substitute by written notice given in the manner prescribed in this Section as follows:

- a. By first class, registered or certified United States mail, return receipt requested and postage prepaid,
- b. Over-night express courier,
- c. By hand delivery to such addresses, or
- d. Electronic mail with return receipt.

(ii) Such notices shall be deemed to have been duly furnished to the other Party:

- a. Five (5) Business Days after the date of mailing as described above,
- b. One (1) Business Day after being received by an express courier during business hours, or
- c. The same day if by hand delivery or by email

(j) **Approval and Consent:** Wherever this Agreement requires either Party's approval or consent such approval or consent shall not be unreasonably withheld or delayed.

(k) **Third Party Beneficiaries:** Except as expressly set forth in this Agreement, the Parties do not intend the benefits of this Agreement to inure to any third party, and nothing contained herein shall be construed as creating any right, claim or cause of action in favor of any such other third party, against either of the parties here to.

IN WITNESS THEREOF, the undersigned do hereby warrant and represent by their signature that they are duly authorized to execute and to bind their respective parties to this Agreement.

Woodbury County	(on behalf of itself and the Plan)	Infinisource (Business Associate)
[Employer]		
Name (Print)	Malissa Thomas Rocky Dawitt	Stu Story
Title:	Board of Supervisors Chairman	Senior Vice President, Sales
Date:	4/20/21	4/12/2021
Signature:		