HSA Bank

Bid Contact **Cassondra Holschbach**
cholschbach@hsabank.com
Ph 414-233-5741

Address **1515 N. RiverCenter Drive**
Milwaukee, WI 53212

Bid Notes **Zero cost solution provided; please see our attached Proposal for Broward County. HSA Bank has also provided additional credits toward Implementation, Transfer Incentives and Communications for Broward County.**

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch.	Docs
GEN2126551P1--01-01	HSA Accounts - 2024-2028	**Supplier Product Code:** **Supplier Notes:** Zero cost solution provided; please see our attached Proposal for Broward County.	**First Offer - $0.00**	260220 / per employee per month	**$0.00**	**Y**	**Y**
GEN2126551P1--01-02	HRA Accounts - 2024-2028	**Supplier Product Code:** **Supplier Notes:** Zero cost solution provided; please see our attached Proposal for Broward County.	**First Offer - $0.00**	25800 / per employee per month	**$0.00**		**Y**
GEN2126551P1--01-03	FSA Accounts - 2024-2028	**Supplier Product Code:** **Supplier Notes:** Zero cost solution provided;	**First Offer - $0.00**	16620 / per employee per month	**$0.00**		**Y**

		please see our attached Proposal for Broward County.					
GEN2126551P1--01-04	One Time Implementation Fee - Year 2024 Only	**Supplier Product Code:** **Supplier Notes:** Zero cost solution provided; please see our attached Proposal for Broward County.	**First Offer - $0.00**	1 / fee		**$0.00**	**Y**

Supplier Total **$0.00**

HSA Bank

Item: **HSA Accounts - 2024-2028**

Attachments

Declaration of Assertion of Trade Secret Rights and Protections

Entity Name: HSA Bank ("Owner")

The Owner listed above represents that the documents listed below ("Trade Secret Materials") are trade secrets under Florida law as defined by Section 688.002, Florida Statutes:

- Performance Measures Questionnaire
- Plan Design Questionnaire
- Portal Dashboard Questionnaire
- Project Specific Vendor Questionnaire
- RFQ Agreement Exception Form
- Vendor IT Security Form
- Insurance Certificates
- Vendor References Verification Form
- Subcontractors
- Vendor Questionnaire and STD
- Volume of Previous Work Attestation Payments
- HSA Bank Sample Agreement
- HSA Bank Proposal for Broward County
- HSA Bank Sample Implementation Timeline
- HSA Bank Performance Standards

Owner affirmatively states and represents for reliance by Broward County ("County") that the Trade Secret Materials contain one or more of the following used in the operation of Owner's business and provide an advantage or an opportunity to Owner to obtain an advantage over those who do not know or use it (check all that apply):

___ formula
___ pattern
___ device or combination of devices
✓ compilation of information
✓ scientific, technical, or commercial information
✓ design, process, procedure, list of suppliers, list of customers, business code, or improvement thereof

The Owner represents and acknowledges:

a. The Trade Secret Materials, irrespective of novelty, invention, patentability, the state of the prior art, and the level of skill in the business, art, or field to which the subject matter pertains, are considered to be:
    1. Secret;
    2. Of value;
    3. For use or in use by the business; and
    4. Of advantage to the business, or providing an opportunity to obtain an advantage, over those who do not know or use it;
b. County is not liable for the use or disclosure of any trade secret information or documents unless such material is listed above as Trade Secret Materials, clearly marked as "Trade Secret Materials," and submitted with a copy of this form; and
c. In the event a third party submits a request to County for records designated by Owner as Trade Secret Materials, County shall refrain from disclosing the trade secret materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by the entity. Owner shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the non-disclosure of Trade Secret Materials in response to a records request by a third party.

The undersigned represents and warrants that he or she is, on the date of execution, duly authorized by all necessary and appropriate action to execute this form on behalf of Owner and does so with full

legal authority.

Under penalties of perjury, I declare that I have read the foregoing Declaration of Assertion of Trade Secret Rights and Protections and that the facts stated in it are true.

HSA Bank, a division of Webster Bank, N.A.

Title: Senior Vice President - Director of Sales

Name: Rob Banuelos

Date: 8/21/2023

HSA Bank Service Level Agreement with Customers		
Bank shall use best efforts to maintain the following minimum service levels. Bank will track these service levels as set forth below. One business day is defined as a regularly scheduled work day for HSA Bank employees. **Service levels are tracked in aggregate except where indicated.** The Bank and the Company shall, upon the request of either party, meet to review the Bank's compliance with these Customer Service Standards and to evaluate whether the Customer Service Standards should be adjusted by mutual agreement. Bank and Company shall meet more often if requested by either party.		
Service	**Description**	**Measure**
Customer Service	Live English-speaking, customer service representatives will be available. With the exception of the are five holidays the CAC is closed. Labor Day, Memorial Day, Thanksgiving, Christmas and 4th of July.	24x7x365 minus 5 holidays
Multilingual Service	Spanish speaking representatives will be available. With the exception of the are five holidays the CAC is closed. Labor Day, Memorial Day, Thanksgiving, Christmas and 4th of July.	24x7x365 minus 5 holidays
Interactive Phone	The VRU Service Level measures the availability of the Service and is functioning as expected. The definition of functioning as expected means that the VRU must return information to the user as designed within 10 seconds or less.	The VRU Service Level is calculated by taking the sum (in minutes) of the actual availability during the month (minus maintenance down time and/or Force Majeure events) divided by the total number of minutes in the month (minus maintenance down time and/or Force Majeure events), and multiplying the quotient by 100.
Average Speed to Answer (ASA)	This is the average time it takes for a customer's call to be answered in the call center.	90% of calls answered within 30 seconds (May-Nov) 80% of calls shall be answered within 60 seconds (Dec-Apr). To be measured by calculating the number of calls answered in time frame divided by the total number of incoming calls in that timeframe. In certain circumstances, these SLAs can be tracked at the Client level.
Calls Abandoned	This is the number of calls where the customer abandon's the call.	5%<
Website	"Application Availability Service Level" measures availability of the Administrator and Employer portals to an user. "Availability" is defined as, "Able to be Accessed AND displaying accurate data". If the portal can be viewed but is not displaying accurate data then the application is not available. If the portal can be viewed by some users but not all then the application is not available.	The Application Availability Service Level is calculated by taking the sum (in minutes) of the actual availability during the month (minus maintenance down time and/or Force Majeure events) divided by the total number of minutes in the month (minus maintenance down time and/or Force Majeure events), and multiplying the quotient by 100."24x7x365 except for maintenance between the hours of 7pm-7am daily
Email Correspondence	Email correspondence from Depositors to the Client Assistance Center shall receive a response.	95% of emails responded within two business days of receipt. The measurement is for the entire book of business.
Deposits and Withdrawals	Contribution and Distributions not requiring follow up.	80% of Contributions and Normal Distributions not requiring follow-up will be processed within [5] business days. The measurement is for the entire book of business.
Account Opening and Fulfillment Services		
Account Opening	Accounts which have complete information submitted to their employer.	Accounts which have complete information and do not require exception processing shall be opened within a blended average of all enrollment methods of [3] Business Days of receipt for [95%] of applications and within [5] Business Days for [99%] of applications.
Statements	Depositor account statements.	Depositor account statements shall be available within an average of [15] Business Days of the end of the previous cycle closing date for [99%] of depositors, excluding December statements which include tax documents and will be available no later than January 31 of each following year.

Welcome Kits	Introductory letter to the account holder containing a product overview, account disclosures and other pertinent details for use of the account.	From opening of account, a new Welcome Kit will be ordered: Off Peak: May – Nov 95% within 5 business days / 100% within 7 business days During Peak: Dec - Apr 95% within 7 business days / 100% within 10 business days
Debit Card Access and Issuance		
Debit Card Issuance	Debit Card ordered for new accounts.	From opening of account, a new card will be ordered: Off Peak: May - November 95% within 5 business days / 100% within 10 business days During Peak: December-April 95% within 10 business days 100% within 11 business days
Card Authorizations	Debit Card Authorizations.	The Card Authorization Service Level measures the availability of access to and functioning as expected the Card Processing System. The definition of functioning as expected means that the card authorizations must return information to the user as designed and with accurate data. The Card Authorization Service Level is calculated by taking the sum (in minutes) of the actual availability during the month (minus maintenance down time and/or Force Majeure events) divided by the total number of minutes in the month (minus maintenance down time and/or Force Majeure events), and multiplying the quotient by 100.
Functional Specific		
Claim adjudication rate	Claim turnaround time between claim submission including decision reached.	Claim adjudication rate Claim turnaround time between claim submission including appropriate substantiation and payment posting is two business days. Performance target 95%.
Financial accuracy	Claims amount adjudication accuracy against claim submission.	98% of claim amounts adjudicated accurately
Overall accuracy	Claims adjudication accuracy against IRS guidelines.	98% of claim adjudicated accurately against IRS guidelines

Broward County Board of County Commissioners Benefits Proposal

hsabank
own your health®
A Division of Webster Bank, N.A., Member FDIC

Proposal Submitted By:
Chris Fiore, Regional Vice President
(917) 346-5187
cfiore@hsabank.com

September 1, 2023

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EXECUTIVE SUMMARY

As competition for good talent continues to intensify, and healthcare costs continue to soar, we know you are under increasing pressure to find cost-effective solutions that will have measurable impact on recruitment and retention. Employer-sponsored benefits are becoming more popular as employers like Broward County Board of County Commissioners see that they empower employees to make more informed decisions around healthcare spending. However, knowing exactly how these benefits fit into your overall employee engagement strategy can be difficult to envision. When you partner with the right benefits administrator, that vision—and the steps to achieve it—become much clearer.

You can strike the perfect balance between growing your business and promoting the health and financial wellness of your employees by incorporating HSA Bank's savings and spending accounts into your benefits lineup. We have helped thousands of employers control overall healthcare costs and give employees choices for spending and saving their healthcare dollars. Additionally, our offerings can enrich your benefits lineup and keep your recruitment efforts fresh and effective.

While recruiting the right talent into your organization is essential, it's equally important to help them get ready for retirement. By offering your employees an HSA Bank Health Savings Account (HSA), you will be giving them a powerful investment tool that they can use alongside their defined contribution program. Our investment solutions cater to a wide variety of employees—including spenders and savers—and are supported by user-friendly platforms with decision support tools that help employees make confident investment decisions.

Decision support does not stop at investments. Employees need consistent guidance about how their benefits can help them face current and future healthcare realities. You can meet that need and increase employee confidence by ensuring they have easy access to useful tools, resources, and regular communication that reveal insights about putting their benefits into action. In addition to calculators and FAQs, HSA Bank is pleased to offer our simple, proven communication best practices and award winning engagement campaigns designed to enhance your benefits communication plan and increase employee participation.

$11.6
BILLION
in assets under administration

3
MILLION
members

30+
THOUSAND
employers

COMPETITIVE
investment programs

24/7 LIVE
customer service

You know the right benefits make the difference when you need to attract and support your workforce. After all, good people mean good business. HSA Bank will build its flexible account administration, technology, support teams, and educational resources around you to help you be successful. We look forward to partnering with you the moment the plan launches and into the future, helping you each step of the way.

Interested in learning more or getting clear answers to your questions? Contact Chris Fiore, Regional Vice President, by phone at (917) 346-5187 or email at cfiore@hsabank.com.

BEYOND THE BASICS

Our plan administration covers more than just the account basics offered across the industry. With over 20 years of health account administration experience, we are here to give you the benefit of our lessons learned and best practices to help you and your employees achieve healthcare saving and spending goals. The advantages of working with HSA Bank as your administrator apply to our entire product lineup.

HEALTH SAVINGS ACCOUNT (HSA)

An employee owned account that can be used to pay for current or future healthcare expenses. When combined with a high deductible health plan, it offers savings and tax advantages that a traditional health plan cannot duplicate.

THE HSA BANK ADVANTAGE

- HSA funds stay safely with us because we are the bank, custodian, and administrator.
- Employees have multiple ways to make contributions and access account funds. Additionally, they can reimburse themselves for eligible expenses incurred beginning the day their account is established through our penny funding practice.
- HSA Fast Forward enables employees to pay for IRS-qualified medical expenses by borrowing against future payroll or employer contributions.
- Unique investment options help employees realize the savings potential of their HSA funds. (For more on HSA Bank's investments, see the **Harnessing the Investment Power of the HSA** section.)

While our competitors exhaust their resources creating partnerships with various banks—potentially partnering with industrial banks that are not FDIC-insured— ***HSA Bank offers the stability of a combined administrative and banking platform with one clear path for employee contributions.***

FLEXIBLE SPENDING ACCOUNT (FSA)

An employer owned account that can be funded by the employer and employee. It can be used for eligible out of pocket expenses and can increase tax savings and take home pay for employees.

THE HSA BANK ADVANTAGE

- HSA Bank offers multiple FSAs to ensure your employees have options that meet their unique needs and lifestyles:

Healthcare FSA
For qualifying out-of-pocket medical, prescription, dental, and vision expenses.

Limited Purpose Medical FSA
Supplements an HSA to cover preventive care, vision, and dental expenses.

Dependent Care FSA
Covers Dependent Care expenses, such as daycare.

- Employees can easily submit and substantiate claims through the Member Website or the HSA Bank Mobile App.
- The myHealth Portfolio℠ dashboard gives employees a holistic view of their health care spending.
- Account features and options can be customized based on employee and employer preferences.

HEALTH REIMBURSEMENT ARRANGEMENT (HRA)

An employer owned and funded account that reimburses employees for their out of pocket medical expenses and offers tax savings to both employees and employers.

THE HSA BANK ADVANTAGE

- We are able to administer HRAs that cover a wide range of employee circumstances:

Limited Purpose HRA
Offered in conjunction with an HSA for eligible vision and dental expenses.

Health Incentive Arrangement
Funds offered to employees who complete wellness activities, like health risk assessments and biometric screening.

Retiree Reimbursement Arrangement
Used by retirees for Medicare premiums in addition to other qualified medical expenses.

- Employers have options around how to structure HRAs, including funding amounts and eligible expenses based on company culture.
- You can manage various HRA contribution schedules (tiered and custom) and reimbursement rules built around your needs.

THE BENEFIT ACCOUNT IN PRACTICE

Ensuring that employees have a positive and simple experience engaging with their benefits is critical to adoption. We make sure that accessing and using their funds is simple and intuitive. Below we offer you a closer look at how your employees can engage with their benefits to optimize their use.

Easily Access Account Funds

Your employees need a simple, reliable method of accessing their account funds to pay for qualified medical expenses. And you need the ability to structure that spending according to your plan design. The HSA Bank Health Benefits Visa® is a fully stackable card, which means that it can support all health benefit accounts on one card, configured according to a payment order that you establish.

Employees have plenty of options to conveniently access funds in their accounts other than the debit card, including Apple Pay®, Google Pay®, or Samsung Pay®, the mobile app, online transfers, paper check, and ATMs.

Easy Claims Substantiation

The easiest way for your employees to pay qualified medical expenses is with the HSA Bank Health Benefits Debit Card because it restricts transactions to merchants where qualified medical expenses are sold. Transaction eligibility for FSAs and HRAs is verified at the point of sale for merchants that have an inventory information approval system (IIAS). Funds are deducted from the account balance when the card is swiped, and the transactions are fully substantiated, which means that employees do not need to take any further action to substantiate.

Employees who do not pay for qualified medical expenses using the debit card can easily submit claims and the required substantiation to us through the Member Website, HSA Bank Mobile App, mail or fax. Once the claim is submitted with all necessary detail and supporting documents, it is processed, verified, and approved. The claim is then paid the next business day. To get their dollars faster, employees can sign up for direct deposit. It's as easy as that!

Personal and Financial Security

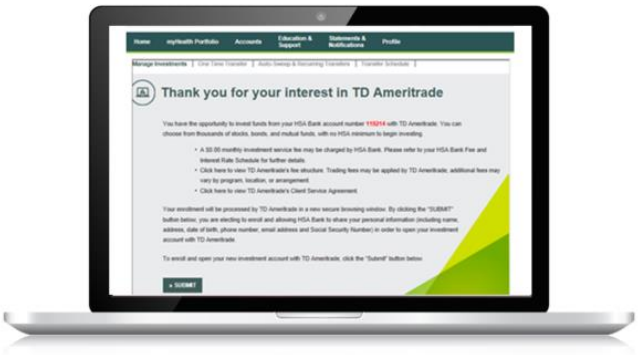
Keeping your employees personal and financial information secure is top priority at HSA Bank. We adhere to the Federal Financial Institutions Examination Council (FFIEC) requirements including strong authentication, fraud detection, and general layered security. HSA Bank's FSA and HRA administration is HIPAA compliant.

HARNESSING THE INVESTMENT POWER OF THE HSA

Your employees have varying circumstances, budgets, healthcare expenses, and investment goals; we know you need investment solutions as diverse as their needs. HSA Bank offers a full spectrum of investment offerings designed to make saving for both immediate and long-term healthcare expenses attractive and feasible for all of your employees. Our self-directed investment programs provide a range of options that cater to seasoned and novice investors, and everyone in between.

Devenir Self-Directed Mutual Fund Investment Program

Devenir's self-directed mutual fund investment program accommodates diverse investment styles and strategies through a lineup of no-load, low-cost funds at below-average expense ratios. This program also provides employees access to an HSA Guided Portfolio tool that uses an employee's anticipated HSA contribution, time horizon, and risk tolerance to generate a guided allocation—a set of suggestions for how an employee might distribute their portfolio's assets. With HSA Guided Portfolio, employees can rebalance their initial allocations at any time and have the option to create a predetermined schedule for ongoing maintenance. For more information on the fund lineup, please visit the HSA Bank Guided Portfolio Investment Options site.



Charles Schwab Self-Directed Brokerage Program

The Charles Schwab self-directed brokerage program grants employees access to stocks, bonds, and thousands of mutual funds. Designed for experienced investors who want to engage in a wider array of investment activities, this option offers unique opportunities to purchase mutual funds and exchange traded funds with no fee. Employees can use powerful fund-screening capabilities and trading tools available from the Charles Schwab platform to easily manage their portfolios.

HSAdvisor+℠

As an alternative to the Charles Schwab and Devenir offerings, you can work with your financial advisor to take advantage of HSA Bank's advisor-driven investment platform that combines our HSA program with your financial advisor's investment expertise. Investment options with **HSA**dvisor+ can be updated by your advisor as needed and selected specifically for your employee demographics. Your advisor can also provide you with ongoing monitoring and vetting of the investment choices, and they can provide plan level reporting to the employer. Employees can invest in low-cost, no-load mutual funds, covering a diverse range of asset classes.

Minimum Account Balance

To help employees retain an adequate balance in their HSA cash account to cover short-term medical expenses, a minimum balance of $1,000 in the HSA Bank cash account is required to enroll in an investment account. Only funds above the $1,000 threshold in the HSA Bank cash account can be invested.

Employees can access investment account history, balance information, election and contribution changes, fund fact sheets, and other planning tools through the HSA Bank Member Website.

A SUPPORT FRAMEWORK FOR YOUR SUCCESS

Our service support framework was developed based on our experience as a trusted partner to more than 30,000 employers nationwide. It is specifically designed to offer employers the resources they need when they need them, starting at implementation and throughout the entire lifecycle of your plan.

Implementation Management

Getting a new benefit account up and running is simple and straightforward with an implementation process that HSA bank customizes to you. You will have a clear path from beginning to end of the onboarding journey. Our Implementation Team will help you navigate the questions, considerations, and choices that you will encounter as you prepare to launch a new benefit account. An Implementation Manager will be your guide through each stage of implementation ensuring that nothing gets lost in translation while consistently keeping you informed of the status of your plan's implementation. By keeping the process transparent with ongoing touchpoints, HSA Bank meets 99% of its implementation deadlines.

HSA BANK MEETS

99%

OF ITS IMPLEMENTATION DEADLINES

Overview of HSA Bank's Implementation Process

DISCOVER

- Kick-off and confirm scope
- Implementation process overview
- Establish roles and responsibilities
- Contract administration
- Consensus on initial timeline and deliverables

CONFIGURE

- Review and determine enrollment and contribution processes
- Solution design
- Ensure contract execution
- Complete set-up and configuration

VALIDATE

- Develop and align on test plan
- Conduct testing (including third-party vendors file feeds)
- Validate test results
- Initiate additional testing if needed
- Go-live approvals

LAUNCH

- Staff and employee training
- Enrollments and contributions sent to HSA Bank
- HSA Bank mails welcome kits and debit card
- HSA Bank monitors enrollment and contribution file processing

Ongoing Support

Give your employees the opportunity to connect with experts so they understand the advantages that come with their benefits. The HSA Bank team is always eager to provide hands-on support whenever possible. We collaborate with you to identify optimal support methods that align with your objectives and honor your budget.

Proactive Account Management and Customer Service

Offering a new health benefit is an empowering journey for you and your employees. We have the expertise and resources you will need along the way to not only answer your questions, but to proactively consult with you to ensure the success of your HSA program. HSA Bank's Account Executives, Business Relations Specialists, and Client Service Managers will use insights from our set of actionable employer reporting to help optimize your plan. And when necessary, they will be your liaison with HSA Bank's technical team to ensure you and your benefits team can remain focused on making sure your employees are getting the most from the plan.

Our dedicated customer service representatives, trained extensively on our products, are committed to one-call resolution. They are available by phone and email 24 hours a day, 7 days a week except for major holidays and by live chat Monday through Friday, 8:30 a.m. to 5 p.m. CT.

Intuitive Self-Service Tools

Your benefits team wants simple methods to complete administrative steps. HSA Bank's Employer Administration Site enables users to:

Download educational and communication tools to increase account enrollment

The Employer Resource Center houses educatonal and communication resources that you can use to increase employees awareness and account adoption. Forms, reporting access, and other administrative information can also be found here. Visit www.hsabank.com/ResourceCenter for a first-hand look at the materials HSA Bank places at your fingertips as your benefits administrator.

Insights into Plan Performance

You will have a transparent picture of your plan with on-demand reporting available from the Employer Administrative Website. We generate a number of standard reports that are further described in **Appendix A - Employer Reporting.** Additional custom reporting requests are available as needed.

Access to Ongoing Innovation

Partnering with HSA Bank means more than straightforward plan administration: Broward County Board of County Commissioners will also become a valuable part of our product development cycle. The feedback that we collect from you during on-site client meetings, client satisfaction surveys, and our Voice of Customer program informs our product roadmap. Not only will you experience the benefits of these product enhancements each year, but you will also help shape our future offerings.

Simple Enrollment, Contributions, and Claims Funding

You'll benefit from flexible and convenient enrollment, contribution, and claims funding options designed to streamline and maximize account adoption. We will help you determine options that best suit your needs, including guidance for selecting an account—either with a bank of your choosing or one with our parent company, Webster Bank—that will be used to fund claims reimbursement.

1 to 2

BUSINESS DAYS TO OPEN ACCOUNT FOLLOWING THE ENROLLMENT PROCESS.

A PLAN THAT IS EASY TO UNDERSTAND

Help your employees become confident users of their benefits by providing information and resources that answer both common and uncommon questions. With our intuitive account experience, user-friendly website, and educational tools, your employees will be empowered to put their benefits to work!

Account Access: Anytime, Anywhere

Simplifying access to account information for your employees is fundamental to ensuring the plan's success. For all benefit types, employees can conveniently use the HSA Bank Member Website and Mobile App to:

- View real-time balances, transaction activity, statements, and tax documents
- Transfer funds to or from an external bank account
- Verify qualified medical expenses using a smartphone camera
- Make payments from and schedule deposits into the account

Enriched Member Experience

In addition to providing quick access to account information, HSA Bank offers resources that your employees can use to manage their healthcare spending and make informed health-related financial decisions.

Member Resource Center

New benefits come with questions. The tools and information available from the Member Resource Center are designed to respond to inquiries that are common across the entire lifecycle of the benefit. Check out our Member Resource Center Menu for an overview of all of the great information that we make available to your employees.

Member Resource Center Menu

How to FAQs
Guidance for common account questions and activities.

HSA Tax Time 101
Information about tax documents, deposits, and tax time reminders.

Qualified Expenses
Summary of qualified medical, dental, vision, and prescription expenses as defined by the IRS.

HSA and FSA Store
One-stop shop for HSA and FSA eligible product so employees can spend with confidence.

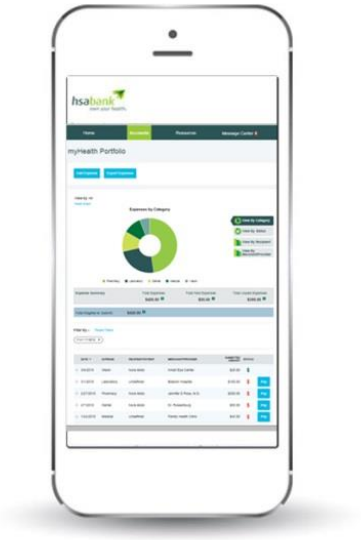
HSA Marketplace
Tools to help employees pay less for medical services and prescription drugs.

HSA Savings Calculator
Calculator to help employees understand he savings potential of the HSA.

Educational Videos
Topics cover retirement planning, HSA deposits, account use, and much more.

Custom Text and Email Alerts

Employees can enable a variety of custom text and email alerts designed to help them track basic account activity such as when they are approaching their personal contribution maximum or a specific spending maximum.



myHealth Portfolio℠

This self-service, online dashboard gives employees a complete picture of their healthcare expenses. Accessible through desktop and mobile devices, it puts them in control and shows them the way to make informed health finance decisions. This feature can also be used to organize and store healthcare receipts, medical claims, and important documents in one place. Employees can upload scanned bills and receipts from a laptop or desktop computer or take a picture from their mobile device. They can decide to pay from their account now, pay later, or store for their records.

Customer Service Excellence

For a more hands-on approach to support, employees can reach out to HSA Bank with account questions through multiple channels, including:

CALL CENTER

Prefer to talk to a live person or have an urgent question after normal business hours? English and Spanish-speaking representatives based in the US are available 24 hours a day, 7 days a week.

CLICK-TO-CHAT

Your employees can chat online with an HSA Bank service representative while reviewing account information on the computer Monday through Friday, 8:30 a.m. to 5 p.m. CT. With our single sign-on capabilities.

BANKLINE

For everyday account information, your employees have access to a toll-free, automated banking system for account balances, recent transactions, lost or stolen card reporting, and more.

TARGETED COMMUNICATION AND DECISION SUPPORT TOOLS

We know you want your employees making better, more informed decisions about their health benefits. So do we. That's why HSA Bank offers Decision Support, giving your employees personalized, confidential, and unbiased tools to confidently select the health plan that's right for them from a total cost perspective, whether it is a high deductible healthcare plan (HDHP) with a health savings account (HSA), a preferred provider organization (PPO) or a health maintenance organization (HMO).

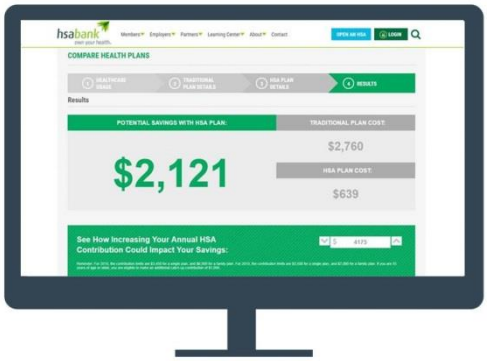
Using decision support tools, employees are likely to select plan options that are less expensive on a day-to-day basis and which may offer employers an opportunity to also save money through lower plan premiums and possibly experience tax savings from HSA and FSA contributions made through payroll deductions.

With HSA Bank's proven decision support strategies and tools, we'll help you build a plan that covers all stages from pre-enrollment to post-implementation and beyond.

1 ***Do the math.***

Our free online calculators help employees decide what health plan and healthcare savings program is best for them. Employees can plan and save with these self-service tools:

- Health Plan Comparison Calculator
- HSA Contribution Calculator
- HSA Savings Calculator

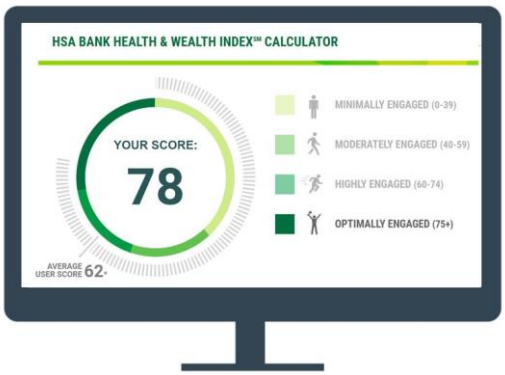


HSA Bank's *Advanced Decision Support* options provide access to HYKE Decision Support Analysts and the Tango Decision Assist™ web-based tool to help employees make even better decisions about their health plan.

With *Advanced Decision Support*, employers can add specific health plan options into the tools and customize the terminology for a unified employee experience. For an additional cost, you can also provide prior plan year claim data for the employees to prepopulate the models. This makes the plan selection process even easier for employees because it provides accurate healthcare usage estimates. In fact, employers who used *Advanced Decision Support* saw an average of 30% increased enrollment in HDHPs with an average increase of 10% in payroll deductions and election/contribution amounts.

HYKE

HYKE Decision Support Analysts interview employees during a one-on-one call about their health services and prescription usage. Using proprietary software, the employee gets a personal report which provides a clear comparison of expected total costs under each plan so they can make the best financial decision. Based off initial findings, employees who engage with HYKE save an average of 13.8% in total healthcare costs.



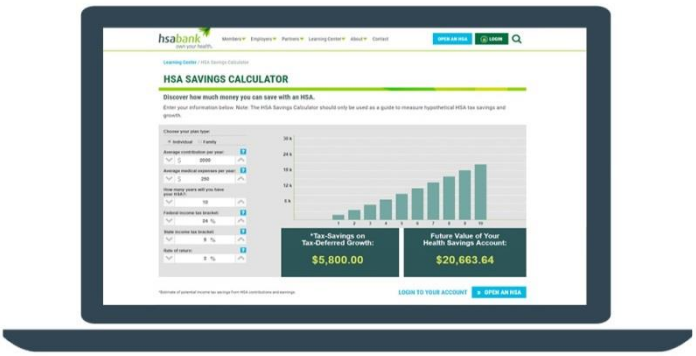
2 ***Make it personal.***

HSA Bank Health & Wealth Index℠ Calculator uses responses to a few simple questions to generate a unique health and wealth engagement score with personalized recommendations for how employees can increase both physical and financial health.

HSA Bank uses rules-based website messaging to deliver unique content to targeted members based on characteristics of their account. For example, post-login messaging and home page banners that the employee sees after logging into the Member Website vary based employee age and other factors.

3 ***Keep it simple.***

Even employees who understand HSA basics often have a hard time determining how much money they should put into their HSA. Providing simple tools—like the HSA Savings Calculator—can help your employees easily determine the right amount to deposit into their HSA to achieve their savings goals.

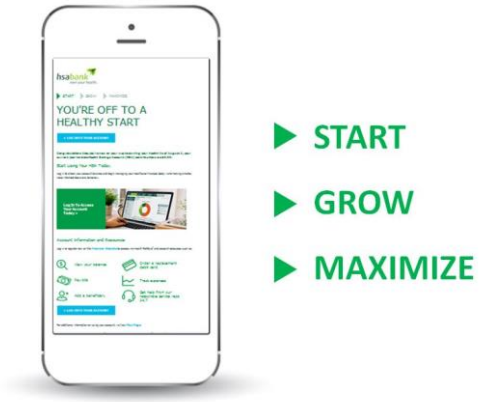


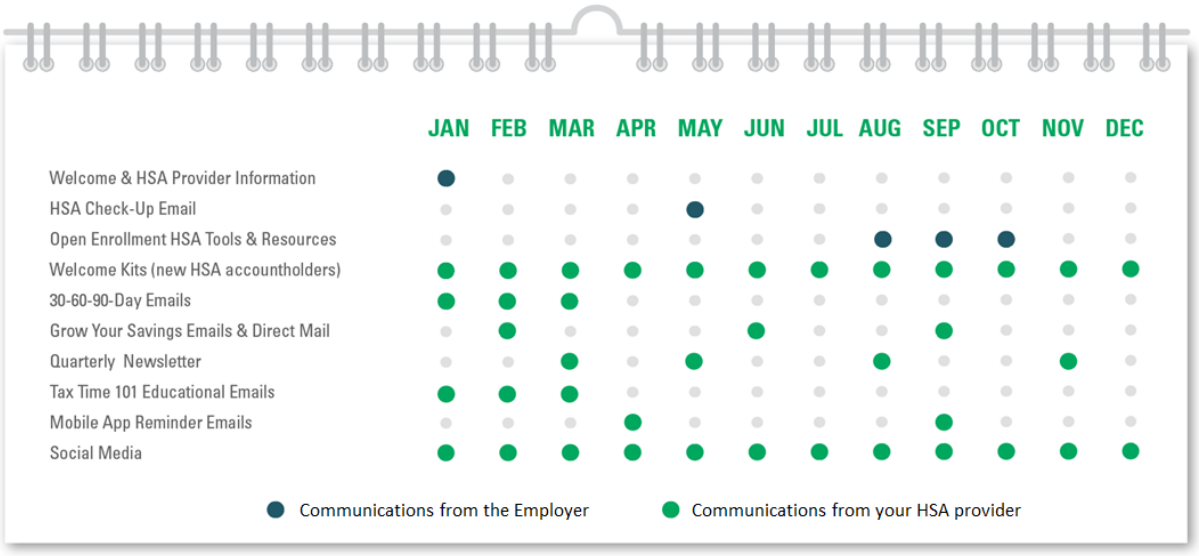
4 ***Educate Year-Round.***

Let HSA Bank do the heavy lifting to create a communication plan that will guide year-round employee education. We have seen an 85% increase in account contributions from employees who received our quarterly "Grow Your Saving" campaign email—a personalized campaign designed to help employees save for healthcare expenses and retirement. We also deploy a quarterly newsletter, a Tax Time 101 campaign, and more!

Engagement through Proactive Campaigns

Help your employees start building their health and wealth from day one with our 30-60-90 email communication campaign. By targeting new accountholders with three different messages that occur within 30-day increments across the initial 120 days of the account, we drive deposit growth, resulting in HSA balances that are twice as high compared to accountholders who did not receive the message.





A PARTNERSHIP THAT WORKS FOR YOU

You can count on HSA Bank to not only provide plan administration, but more importantly, to simplify administration for your benefits team and clarify for employees how to put those accounts to work so they can afford the healthcare they need. We are committed to the success of your new plan because it is only by meeting your goals that we fulfill our mission to empower individuals to “own your health”.

PRICING PROPOSAL

Prepared for Broward County Board of County Commissioners September 1, 2023

HSA Bank rates are guaranteed for 5 years. This proposal is valid for 90 days from the date submitted to Broward County Board of County of Commissioners.

Incentive Credits for Broward County

One-time credit, per employee	$50.00 *A minimum of $500 in existing HSA funds must be transferred to HSA Bank within 90 days of account opening to be eligible for the incentive deposit.*
Marketing and Communication Credit	$75,000 *Credit towards the development of customized communication materials for your employees and retirees. * Note: $15,000 per year over 5 years.*
Implementation Credit	$100,000 *Credit towards implementation costs that can be allocated based on a mutually agreed upon implementation and integration plan.*

Health Savings Account (HSA) Fees |Per Account, Per Month (PAPM)

HSA only	$0.00
HSA Member Fees	
Monthly Paper HSA Statement	$1.50 (e-statements included at no additional cost)
HSA Closure Fee	$25.00

Flexible Spending Account (FSA) and Health Reimbursement Arrangement (HRA) Fees | Per Account, Per Month (PAPM)

Healthcare FSA	$0.00
Dependent Care FSA	$0.00
HRA	$0.00

Additional Fees

Program Set-up	Waived.	One-time employer fee. Applicable to FSAs and HRAs.
Plan Document Creation	Waived.	Optional, one-time employer fee. Applicable to FSAs and HRAs.
Section 125 Premium Only Plan (POP) Document Creation and Maintenance – includes HSA-only POP Test	$0	Optional – applicable to HSA and FSA payroll deduction.

		Note: required annually by the IRS.
Non Discrimination Testing and Reporting		
FSA/Section125 (Cafeteria Plan) Test	Waived.	Optional, one-time employer fee per test.
HRA Plan Test	Waived.	

NOTE: Plan Administrative Services and Benefit Services are administered by Webster Servicing LLC.

APPENDIX A – REPORTING FOR EMPLOYERS

Summary of Reports

HSA Bank generates a number of reports for employers and posts them to the Employer Administration Site. The REPORTS tab in your Employer Administration Site will show a complete list of summaries related to your program. The following table provides an overview of some of the standard reports available to help monitor and manage your program. Additional reports are available based on your specific needs.

Report Name	Description	Frequency
HSA Program Summary Report	Provides key aspects of the program, including the number of open accounts, average balances, online usage, and the use of certain product features. Reports insight into accountholder behavior and how accountholders are making distributions from the HSA account, including detail on distribution by Merchant Category Code. It posts to the Employer Administration Site on approximately the fifth business day of the month.	Monthly
HSA Plan Funding Collection Notification	Reflects the funds for recently posted payroll and employer contributions and the date the funds will be posted. It posts to the Employer Administration Site under “reports” one business day before funds are pulled from employer account. If divisional funding is used, the report will be covered by division.	One business day prior to funds being pulled
HSA Account Detail Report (Detail)	Provides the contribution detail for the requested time period while reporting those employees that have had a contribution for the requested time period.	Monthly
HSA Account Detail Report (Summary)	Provides aggregate contributions for prior and current tax year. Reports those employees in a blocked account status as well as employment status. For employers using direct deposit funding only, account numbers will display.	On Demand
Customer Identification Process Report	Provides a list of employees who have passed or have yet to pass the Customer Identification Process.	Weekly
Fee Funding Notification (if applicable)	Reflects the employer fees assessed with the previous month.	Monthly
Account Number Report (if applicable)	Displays a list of all HSA accountholders and includes account numbers and masked Social Security numbers. This report is for employers using direct deposit funding only.	Weekly
Account Balance Detail Report	View plan balance summaries and consumer account balance detail as of specified date.	Monthly and On Demand
Debit Card Enhanced Settlement Report	View a summary of the settled debit card transactions that require funding by settlement date. The enhanced report also contains settlement account information.	Monthly and On Demand

Employer Funding Notification	View the summary and details of the claims that need to be funded along with any funding adjustments.	Daily
Enrollment Report	View consumer enrollment information in applicable plans as of a specified date. This includes consumer status, first pay date, employer contributions, election amount, payroll deductions, current total deductions and reimbursement method.	Monthly and On Demand
Fee Funding Notification (Invoice)	View the funding that will be collected from the employer for employer paid fees.	Monthly
Repayment Reports	View summary and detail consumer repayments for a specific period of time. Repayment methods include: All, Check, EFT, Payroll Deduction, and Claims Applied.	Monthly and On Demand

Disclosures

This proposal may be subject to and conditioned upon a mutually agreeable contract between the Company and HSA Bank, a Division of Webster Bank, N.A. and/ or Webster Servicing LLC (together "Bank") Bank also may require execution of all applicable product and service agreements. Bank is not responsible for any unintentional errors and all information is subject to review and acceptance prior to final implementation. Products, product features, pricing, fees, and offerings included in this proposal are subject to change and may no longer be offered. This document may contain information that is confidential and/or proprietary to Bank. Such information may not be copied, published or used, in whole or in part, for any purpose other than as expressly authorized by HSA Bank, a Division of Webster Bank, N.A. © 2022 HSA Bank. HSA Bank® is a division of Webster Bank, N.A., Member FDIC, and serves as custodian for Health Savings Accounts established at HSA Bank. Plan Administrative Services and Benefit Services are administered by Webster Servicing LLC. All rights reserved.

A Division of Webster Bank, N.A., Member FDIC

HSA BANK SERVICES AGREEMENT

This Agreement ("Agreement") is made on _____ (the "Effective Date") by and among _____ (the "Employer"), with principal offices _____ and HSA Bank, a division of Webster Bank, N.A. ("Bank") and Webster Servicing LLC ("Webster Servicing"), a subsidiary of the Bank with principal offices at 605 N 8th St, Sheboygan, WI 53081. The Employer, Bank and Webster Servicing each may be referred to as a "Party" and collectively as the "Parties".

WHEREAS, Webster Servicing provides third party administration services for health reimbursement arrangements (HRAs), health and dependent care flexible spending accounts (FSAs), qualified transportation fringe benefit arrangements (TBAs), and health care continuation coverage (COBRA); and

WHEREAS, Bank provides custodial services for health savings accounts (HSAs); and

WHEREAS, Employer seeks to obtain certain of these services from the Bank or Webster Servicing.

NOW, THEREFORE, in consideration of the above and the terms set forth below, and intending to be legally bound, the Parties agree as follows:

1. Employer requests that Bank and Webster Servicing provide the following services, as appropriate:

- Health Savings Accounts
- Plan Administration Services
  - Health Flexible Spending Accounts
  - Limited Purpose Health Flexible Spending Accounts
  - Health Reimbursement Arrangement
  - Limited Purpose Health Reimbursement Arrangement
- Benefit Services
  - Dependent Care Flexible Spending Accounts
- Employer requests information relating to specialty services with Bank's preferred vendor
  - Plan documents (Cafeteria Plans including POPs, Health Reimbursement Arrangements, Wrap Plans)
  - Nondiscrimination testing
  - Form 5500 preparation
- HSA Bank is originating financial depository institution (pulls funds from Employer's account via ACH)

2. This Agreement is comprised of this signature page, the General Terms and Conditions For All Services and all applicable Schedules and Exhibits. Additional Exhibits identified by name reflect terms and conditions that apply to each service selected by Employer. All of the Exhibits and Schedules attached to this Agreement are included and made a part of this Agreement. This Agreement supersedes all other agreements for services.

Upon mutual agreement of the Parties, Employer may add services, or change options with respect to services, by written amendment to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date by their respective duly authorized representatives.

_____	HSA Bank, a division of Webster Bank, N.A.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Webster Servicing LLC

By: _____

Name: _____

Title: _____

Date: _____

GENERAL TERMS AND CONDITIONS FOR ALL SERVICES

I. SERVICES Bank and Webster Servicing shall perform the services selected by Employer in accordance with the terms and conditions of this Agreement. These General Terms and Conditions for All Services shall apply to services described herein that are provided by Bank and Webster Servicing to Employer. Terms set forth in any additional Exhibits and related Schedules apply to the specific services selected by Employer and are in addition to and not instead of these terms and conditions, unless otherwise stated.

II. TERM AND TERMINATION

2.1 Term. The term of this Agreement shall begin on the Effective Date and continue for a period of three (3) years (the "Initial Term"). This Agreement will automatically renew for twelve (12) months at the end of the Initial Term and every twelve (12) months thereafter (each a "Renewal Term"), unless terminated by either Party by written notice provided at least one hundred twenty (120) days prior to the end of the Initial Term or any subsequent Renewal Term. The Initial Term and Renewal Term shall be collectively referred to as the "Term".

2.2 Termination for Cause.

a. Either Party may terminate this Agreement upon sixty (60) days prior written notice to the other stating the effective date of termination upon the bankruptcy, insolvency, dissolution or appointment of a receiver with respect to the other Party.

b. If either Party is in default under any provision of this Agreement, the other Party may give written notice to the defaulting Party of such default. If the defaulting Party has not used good faith efforts to cure such breach or default within thirty (30) days after it receives such notice, or if good faith efforts to cure have begun within thirty (30) days but such cure is not completed to the satisfaction of the non-defaulting Party within sixty (60) days, the non-defaulting Party shall have the right by further written notice (the "Termination Notice") to terminate the Agreement as of any future date designated in the Termination Notice.

c. Either Party may terminate this Agreement if any law is enacted or interpreted by a court or government regulator that prohibits the continuance of this Agreement.

d. Bank or Webster Servicing may terminate this Agreement with thirty (30) days prior written notice if any monthly administrative fee due by Employer is more than thirty (30) days late.

e. The Bank or Webster Servicing may terminate this Agreement if it is required to do so by the Office of the Comptroller of the Currency.

2.3 Performance After Termination. To the extent applicable, when this Agreement is terminated, Bank or Webster Servicing shall have the immediate right to demand and pursue collection of any fees, reimbursements or other amounts that are due and owing to Bank or Webster Servicing as of the date of termination pursuant to the terms of this Agreement.

III. INTELLECTUAL PROPERTY RIGHTS

3.1 Rights Reserved. Each Party retains all respective intellectual property rights, including all patent, copyright, trademark rights, and/or service mark rights in any materials, software or processes belonging to it, its subsidiaries, affiliates, or licensors, including but not limited to rights accruing by virtue of applicable federal, state, or common law. Except as provided herein, neither Party grants any other rights or licenses to the other.

3.2 Logos. Except as provided below, the Parties shall not use any logo, trademark, service mark, trade name, or image of the respective owner (each a "Logo") whether any such Logo is registered or unregistered, or otherwise protected or protectable under state or federal law, in any manner other than as is expressly authorized in writing by an authorized representative of the Logo's owner. Nothing in this Agreement or any subsequent authorization shall confer any right of ownership in any Logo, and neither Party shall make any representation to that effect, or use the Logos in a manner that suggests that such rights are conferred, and the Logos are and shall remain the sole property of the owner.

3.3 Bank Logo. Bank hereby provides to Employer, during the Term of this Agreement, a non-exclusive, non-transferable, limited license to copy, display, and to use its Logos, subject to the right of Bank to require changes in such further use (such changes may include discontinuing the use, in Bank's sole discretion), solely for purposes of communicating with employees regarding the programs and plans administered by Bank. The Employer may distribute written material of Bank to its eligible employees, subject to such rules, standards and requirements established by Bank from time to time in Bank's sole discretion.

3.4 Employer Logo. Employer provides to Bank and Webster Servicing, during the Term of this Agreement, a non-exclusive, non-transferable, limited license to copy, display, and use its Logos, subject to the right of Employer to require changes in such further use (such changes may include discontinuing the use, in Employer's sole discretion), solely for purposes of co-branding materials for Employer's employees and for displaying it on the Bank's customer list on Bank's website or in marketing presentations.

IV. CONFIDENTIAL INFORMATION

4.1 Confidential Information. Each Party (as "Recipient") may have access to, and each Party (as "Owner") may provide to the other Party, information that the Owner regards as confidential or proprietary. "Confidential Information" includes information of a commercial, personal, proprietary or technical nature and includes the following, whether now in existence or hereafter created: (a) any information of or about the Owner's customers of any nature whatsoever, and specifically including the fact that someone is a customer or prospective customer of the Owner, and all personal or financial information relating to and identified with such persons ("Customer Information"); (b) all information marked "confidential" or similarly marked, or information that the Recipient should, in the exercise of reasonable business judgment, recognize as confidential; (c) all business, financial or technical information of the Owner and any of the Owner's vendors (including account numbers, and software licensed from third parties or owned by the Owner or its affiliates); (d) the Owner's marketing philosophy and objectives, promotions, markets, materials, financial results, technological developments and other similar proprietary information and materials; (e) all information protected by rights embodied in copyrights, whether registered or unregistered (including all derivative works), patents or pending patent applications, "know how", trade secrets and any other intellectual property rights of the Owner or Owner's licensors; (f) information with respect to employees of Bank, Webster Servicing and/or Employer which is non-public, confidential, business related, or proprietary in nature, including names of employees, the employees' positions within Bank, Webster Servicing or Employer, the fact that they are employees of Bank, Webster Servicing or Employer, contact information for employees, personal employee identification numbers, and any other information released to Bank, Webster Servicing or Employer regarding employees in the past and in the future; and (g) all notes, memoranda, analyses, reports, compilations, studies and other documents, whether prepared by the Owner, the Recipient or others, which contain or otherwise reflect Confidential Information.

As between Bank, Webster Servicing and Employer, all data or other information in any medium specifically relating to employees in their capacity as Depositors, deposit accounts and tax preferred health care accounts submitted to Bank, or its affiliates or subsidiaries is and will be owned exclusively by Bank.

4.2 Essential Obligation. Confidential Information must be held in confidence and disclosed only to those employees or agents whose duties reasonably require access to such information in connection with the services. Recipient must protect the Owner's Confidential Information using at least the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, disclosure or duplication (except as required for backup systems) of such Confidential Information as Recipient uses to protect its own Confidential Information of a similar nature. Recipient shall establish and maintain data safeguards against the destruction, loss, alteration of or unauthorized access to Owner's Confidential Information in the possession of Recipient. Recipient must report as soon as practicable but in no less than two (2) business days any actual or suspected violation of the confidentiality provisions to the Owner to the extent allowed and take all reasonable and further steps as required to prevent, control or remedy any such violation. In the unlikely event that a Party receives Confidential Information as an unintended recipient, both Parties agree to maintain the information as Confidential Information and destroy said Confidential Information.

4.3 Compelled Disclosure. If Recipient is required by a court or governmental agency having proper jurisdiction to disclose any Confidential Information, Recipient must provide notice to the Owner as soon as practicable but in no less than two (2) business days of such requirement unless prohibited by law to enable the Owner to seek an appropriate protective order. If required by law, however, Recipient may disclose the Owner Confidential Information to a governmental agency with proper jurisdiction without notification to the Owner. Upon the request of a governmental agency with proper jurisdiction (such as the Internal Revenue Service or the United States Department of Labor), a Party may disclose this Agreement and its terms without notification to the other Parties.

4.4 Disclosure to Third Parties. If disclosure of Confidential Information to non-governmental, non-judicial third parties is required or allowed, or occurs under, or pursuant to this Agreement and the services provided hereunder, Recipient must ensure that any third party, including any third party acting on its behalf , such as a third-party who may request data security questionnaires and/or certificates from Bank, have express obligations of confidentiality and non-disclosure substantially similar to Recipient's obligations under this Agreement. Recipient will be jointly and severally liable for any and all direct and foreseeable damages arising out of such non-governmental, non-judicial third parties' disclosure of Confidential Information.

4.5 Exclusions. Except for Customer Information, the term Confidential Information excludes any portion of such information that Recipient can establish to have been:

a. Publicly known without breach of this Agreement;

b. Known by Recipient without any obligation of confidentiality, prior to disclosure of such Confidential Information;

c. Received in good faith from a third party source that to Recipient's reasonable knowledge rightfully disclosed such information; or

d. Developed independently by Recipient without reference to the Owner's Confidential Information.

4.6 Remedies. If Recipient or any of its representatives or agents breaches their obligations with respect to Confidential Information of the other Party, irreparable injury may result to the Owner or third parties entrusting Confidential Information to the Owner. Therefore, the Owner's remedies at law may be inadequate and the Owner

shall be entitled to seek an injunction to restrain any continuing breach. Both Parties also waive any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief. Notwithstanding any limitation on Recipient's liability, the Owner shall further be entitled to any other rights and remedies that it may have at law or in equity.

V. DEBIT CARD ("Card"). The following additional provisions shall apply with respect to the Card services to the extent Cards are part of the services provided.

a. Participating employees will receive a Card without a separate fee.

b. Cards are designed to be compliant with the Inventory Information Approval System (IIAS), a point-of-sale technology that permits automatic substantiation of claims for pharmacy expenses.

c. Bank agrees to cancel, as soon as is practical, access to an employee's Card when a Card is reported as lost or stolen.

d. Bank will make available to the Employer, for distribution to participating employees, information as to the proper use of the Card. Participating employees will be required to agree to Card terms and conditions as a condition to using the Card.

e. Employer agrees to notify Bank or Webster Servicing immediately upon suspicion or confirmation of inappropriate or fraudulent Card use. If Bank or Webster Servicing suspects fraud or suspicious activity regarding a participating employee, Employer agrees to cooperate with Bank or Webster Servicing in its investigation and to respond to requests for additional information as soon as practicable but in no less than two (2) business days. Bank or Webster Servicing reserves the right to terminate access to the Card.

VI. INDEMNIFICATION Bank or Webster Servicing will indemnify, defend and hold harmless Employer, its directors, officers, employees and agents, from and against any damages, losses, liabilities, judgments and expenses arising out of third party claims, including but not limited to reasonable attorneys' fees, court costs and other damages and expenses, arising out of Bank's or Webster Servicing's breach of this Agreement, breach of applicable laws, willful misconduct, criminal conduct, reckless acts or fraud.

Employer will indemnify, defend and hold harmless Bank and Webster Servicing, its directors, officers, employees and agents, from and against any damages, losses, liabilities, judgments and expenses arising out of third party claims, including but not limited to reasonable attorneys' fees, court costs and other damages and expenses arising out of Employer's breach of this Agreement, breach of applicable laws, willful misconduct, criminal conduct, reckless acts or fraud.

VII. LIMITATION OF LIABILITY THE MAXIMUM TOTAL LIABILITY OF ONE PARTY TO ANOTHER SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY EMPLOYER DURING THE PRIOR TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE LOSS.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, ASSIGNS, OR EMPLOYEES, FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO CLAIMS MADE UNDER OR PURSUANT TO THIS AGREEMENT EVEN IF THE PARTY OR PARTIES HAVE BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

EXCEPT FOR BANK'S OR WEBSTER SERVICING'S DUTIES WITH RESPECT TO THE SERVICES THAT ARE EXPRESSLY PROVIDED IN THIS AGREEMENT OR SUBSEQUENTLY AGREED TO IN WRITING BY BANK AND WEBSTER SERVICING AND THE EMPLOYER, BANK AND WEBSTER SERVICING SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND EMPLOYER'S USE OF BANK OR WEBSTER SERVICING SERVICES UNDER THIS AGREEMENT IS AT ITS OWN RISK. BANK AND WEBSTER SERVICING DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

VIII. REPORTING AND COMMUNICATIONS Employer will have access to a Bank web portal. The web portal supports daily, weekly and/or monthly reporting of services. Employees will have online and mobile access to all accounts twenty-four hours a day seven days a week (24/7), and periodic statements are available online.

IX. MISCELLANEOUS

9.1 Governing Laws. The laws of the State of Connecticut shall govern this Agreement, excluding any applicable conflict of law provisions, and to the extent they are not inconsistent with or preempted by ERISA, the Internal Revenue Code (the "Code"), the Affordable Care Act (the "ACA") or any other applicable federal law.

EMPLOYER AND BANK AND WEBSTER SERVICING EACH CONSENT TO WAIVING THEIR RIGHT TO A JURY TRIAL. EMPLOYER UNDERSTANDS THAT THIS CONSENT MEANS THAT EMPLOYER MAY NOT BE ENTITLED TO A TRIAL BY JURY, IN CONNECTION WITH ANY LITIGATION RELATING TO THIS AGREEMENT.

9.2 Binding Agreements. This Agreement, including any Exhibits and Schedules attached, constitutes the entire contract between Bank and Webster Servicing and Employer and no modification or amendment shall be valid unless agreed to in writing by both Parties. This document may be executed in one or more counterparts, each of which shall be considered an original, but all of which together shall be considered one and the same instrument.

9.3 Authority. Employer and Bank and Webster Servicing each represents to the other that it has taken all necessary corporate action to authorize the execution and delivery of this Agreement. This Agreement, including all Exhibits and Schedules, is accepted and agreed to by the Parties as of the Effective Date.

9.4 Notices. Except for invoices and billing-related communications or notices of fee changes, which may be sent by email, any notices required or permitted to be given by one Party to the other under this Agreement shall be deemed given when: (a) hand delivered; (b) sent by first class or certified, postage prepaid United States Mail; or (c) sent by overnight courier sent to the address given above; and if to Bank and Webster Servicing to the attention of Charles Wilkins, Executive Vice President; and if to Employer to the attention and address of the person shown on the signature block. In addition, for notices to Bank and Webster Servicing, a mandatory copy, but such copy shall not be sufficient in itself to constitute notice, shall be sent to:

Webster Bank, National Association
145 Bank Street
Waterbury, CT 06702
Attn: General Counsel

9.5 Assignment. Either Party may assign this Agreement to any subsidiary or affiliate under its control, or as part of the sale of any substantial portion of its assets, or pursuant to any merger, consolidation or other reorganization, without the other Party's prior written consent. Except as so provided, neither Party may assign its rights and responsibilities under this Agreement without the prior written consent of the other Party, which consent shall not be

unreasonably withheld. An assignee of either Party, if authorized hereunder, shall have all of the rights and obligations of the assigning Party set forth in this Agreement.

9.6 Waiver. If either Party fails to enforce any right or remedy under this Agreement, such failure is not a waiver of the right or remedy for any other breach or failure by the other Party.

9.7 Severability. If any provision of this Agreement is determined by a court to be unenforceable or invalid, such determination shall not affect any other provision, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein.

9.8 Force Majeure Event. A "Force Majeure Event" means any act or event, whether foreseen or unforeseen, that: (a) prevents a Party (the "Nonperforming Party"), in whole or in part, from performing its obligations under this Agreement; (b) is beyond the commercially reasonable control of and not the fault of the Nonperforming Party; and (c) the Nonperforming Party has been unable to avoid or overcome the act or event by the exercise of due diligence. A Force Majeure Event includes, but is not limited to, epidemic, pandemic any natural disaster (such as earthquakes or floods), emergency conditions (such as war, riot, fire, theft or labor dispute or difficulties), legal constraint or governmental action or inaction, breakdown or failure of a Party's computer, transmission or communication facilities and equipment of third parties, breakdown of any private or common carrier communication or transmission facilities, any time-sharing supplier and any mail or courier service. If any Party is delayed or prevented from fulfilling its obligations under this Agreement by a Force Majeure Event, said Party will not be liable under this Agreement for said delay or failure.

9.9 Relationship of the Parties. The Parties agree that in performing their responsibilities under this Agreement, they are in the position of independent contractors. This Agreement is not intended to create, nor does it create and shall not be construed to create, a relationship of partner or joint venture or any association for profit between Employer and Bank and Webster Servicing.

9.10 No Third Party Beneficiaries. Except as expressly provided herein, this Agreement is made and entered into for the sole protection and benefit of the Parties hereto. Nothing herein, express or implied, is intended to or shall be construed to confer upon or give to any person, firm, corporation or legal entity other than the Parties and their affiliates any interest, rights, remedies or other benefits with respect to or in connection with any agreement or provision contained herein or contemplated hereby.

9.11 Taxes. To the extent that the services to be provided are subject to any sales, use, excise, personal property or any other taxes, payment of such taxes shall be the sole responsibility of Employer. Income tax due on income received by Bank and Webster Servicing from Employer pursuant to this Agreement shall be the responsibility of Bank and Webster Servicing. If Employer is required to pay any taxes based on this Section 9.11, Employer shall pay such taxes with no reduction or offset in the amounts payable to Bank or Webster Servicing hereunder.

9.12 Schedules. Employer agrees to the Electronic File Schedule and the Security Procedures Schedule as it relates to the exchange of enrollment/eligibility and contribution/payroll data submission by the Employer or its authorized designee.

Employer is strictly responsible to establish and maintain procedures to safeguard against unauthorized transmissions. Employer warrants that no individual will be allowed to load files in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of and any passwords and codes. If Employer believes or suspects that any such information or instructions have been known or accessed, disclosed, or used by unauthorized persons, Employer agrees to notify Bank immediately followed by written confirmation. The

occurrence of unauthorized access will not affect any submissions made in good faith by Bank prior to receipt of such notification and within a reasonable time period to prevent unauthorized transmissions. If a transmission is received by Bank that purports to have been transmitted or authorized by Employer, it will be deemed effective as Employer's transmission and Employer shall be responsible to Bank for submissions sent and that were not authorized by Employer, provided Bank accepted the entry in good faith.

9.13 Information. The Parties agree that all information provided to one Party by another Party or any other person or entity (other than the receiving Party) on behalf of the other Party pursuant to any service agreement or other agreement or arrangement with such Party with respect to the services provided hereunder shall be true, accurate, and complete (including the absence of any omissions which, in the context, would be misleading), and that all Parties may rely on such information in performing the services hereunder.

9.14 Audit. Upon reasonable notice to Employer, the Bank and Webster Servicing shall have the right to perform an audit, at its expense, for the purpose of determining Employer's compliance with this Agreement.

9.15 Survival. The provisions of Sections 2.3, III, IV, VI, VII, 9.1, 9.2, 9.4, 9.5, 9.6, 9.7 and 9.9-9.14 of Standard Terms and Conditions shall survive the termination of this Agreement.

ELECTRONIC FILE SCHEDULE

If applicable, in conducting electronic file (either directly or through its enrollment vendor or agent) Employer agrees to submit a test data file for validation by Bank prior to submitting any actual electronic data files. Bank will not accept any actual electronic data files until the test file is validated and certified to meet Bank specifications. In the event that such certification has not occurred, Employer may submit, and Bank may accept, completed account applications in paper or direct prospective Depositors to an Internet-based online file solution provided by Bank at www.hsabank.com or a mutually agreed upon alternative. Any costs to Employer shall be agreed upon before commencement of such creation.

Employer shall transmit all files to Bank through the Bank's defined file submission methods subject to the security procedures described below. Employer will conform all file submissions to the format, content and specifications as provided by Bank to Employer, which may be amended by Bank from time to time.

Security procedure requirements ("Security Procedures") have been offered to the Employer by the Bank with respect to the files transmitted by the Employer to the Bank, and the Employer has reviewed and accepted same as a commercially responsible method of providing security. Employer shall comply with the Security Procedures described below. The Security Procedures have been agreed upon by the Employer based upon: (a) communications with the Bank regarding the Employer's wishes; (b) the circumstances of the Employer made known to the Bank; (c) alternative security procedures offered to the Employer; and (d) security procedures in general used by similarly situated companies and receiving banks. As a result of and based upon the foregoing, Employer warrants that no individual will be allowed to transmit files in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the Security Procedures and any passwords, codes, security devices and related instructions in connection with the Security Procedures.

SECURITY PROCEDURES SCHEDULE

Bank shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been sent by Employer, or its authorized designee, and any such communication shall be deemed to have been sent by such person. It is the responsibility of the Employer to notify Bank in writing of any changes to those individuals designated as the authorized representative for the Employer.

PC/Internet File Transmission Through Secure FTP ("SFTP")

- The Employer's authorized representative ("Sender") will access the Bank SFTP site for SFTP file delivery via the Bank's authorized method as set forth below. Bank will implement on the Bank's SFTP Server.
    - Utilize Sender's private SSH key for receiving SFTP files

- **Encryption**: Encryption is a method of encoding Employer's information so that it cannot be read by others who do not have authorization to decode that information. The information Sender enters is encrypted by its web browser and is only decrypted (decoded) when it reaches our web server. The file will be encrypted with Bank's PGP Public Key, which will be provided to Employer for this express purpose.

- The Bank's firewall will filter the IP Address, only accepting files from a preauthorized and verified Sender's IP address. Files originating from any other IP address will be rejected.

- The information provided in the file will be relied upon by Bank for verification of the totals contained in the transmission.

- Bank will verify that the file totals agree with the information provided in the file header. In the event of a discrepancy, Bank will notify Employer and/or Sender, where applicable, by rejecting the file and sending an e-mail to the Employer and/or Sender. Bank will only process verified files; any rejected files must be re-sent with correct information before they will be processed.

- The Employer is solely responsible for the accurate creation, modification, and deletion of the account information maintained and used for file transfer.

- The Employer, or Employer's authorized designee, shall make good faith efforts to timely respond to any Bank requests or inquiries relating to SFTP implementation and testing. In the event that the Employer, or Employer's authorized designee, fails to provide a timely response to the Bank, the Bank, in its sole discretion may terminate the SFTP implementation project. If after termination of the SFTP implementation project, the Employer desires to reinitiate the SFTP implementation project, HSA Bank will review the request and if the parties mutually agree to move forward again the Employer's position in Bank's SFTP implementation project queue may reset.

- The Employer and Sender is responsible for compliance with all security procedures.

- The Bank shall be entitled to rely on any written notice believed by it in good faith to be signed by one of the authorized representatives of the Employer or Sender.

CUSTODIAL SERVICES EXHIBIT
FOR HEALTH SAVINGS ACCOUNTS

Bank will serve as custodian of HSAs established by Employer for its employees. Employer will contribute and/or permit employee contributions to HSAs established at Bank.

I. DEFINITIONS

1.1 "Account" means an HSA established at Bank.

1.2 "Account Documents" means the Bank's Deposit Account Agreement and Disclosures for Health Savings Accounts, as amended by Bank from time to time, and such other electronic and paper documents and instruments as the Bank may require an individual (or the Employer acting as agent for the individual) to execute and deliver in order to establish an HSA for such individual.

1.3 "Depositor" means an individual who establishes an HSA with Bank while employed by Employer.

II. EMPLOYEE ENROLLMENT

2.1 Establishment of HSAs. Employer or its authorized designee will obtain authority in the open enrollment process to establish HSAs for each eligible employee. Employer will provide, upon request by the Bank, the following:

a. The distribution, collection and transfer of Depositors' information, either directly or through Employer's authorized designee, in electronic form.

b. As mutually agreed, upon by the Parties, in conducting electronic enrollment data (either directly or through Employer's authorized designee), employer may load applicable enrollment data based on applicable services to Bank which may include the Bank's SECURE Employer Administration Portal, SFTP or Group Online Enrollment. Employer or its authorized designee will conform all file submissions to the format, content, and specifications as provided by Bank to Employer, which may be amended by Bank from time to time.

The Parties must mutually agree to the SFTP enrollment file method. Please contact the Bank for further details as employer size is an important factor in obtaining Bank's consent. In the event that the Parties agree to exchange enrollment files via SFTP, the Employer agrees to the terms as set forth in the Electronic File Schedule and the Security Procedures Schedule.

The Bank need not establish an Account for any employee until the Bank has received complete executed copies of all Account Documents required by it, and has concluded, in its sole discretion, that it wishes to accept the employee and establish the Account. The Bank shall open and maintain the HSAs subject to the Account Documents between the employee and the Bank.

At Bank's sole discretion, Bank will assist with employee enrollment meetings for an additional fee.

2.2 Former employees. This Agreement shall not apply to any person whose Account is administered by the Bank and subsequently terminates their employment with the Employer.

2.3 High Deductible Health Plan. If employees are enrolled in a qualified High Deductible Health Plan ("HDHP") sponsored by Employer, Employer shall ensure that the HDHP satisfies the applicable requirements of Section 223 of

the Code, and that such employees are not enrolled in employer-sponsored coverage that is disqualifying coverage. Employer shall not: (a) limit the ability of eligible individuals to move their funds to another HSA beyond restrictions imposed by the Code; (b) impose conditions on utilization of HSA funds beyond those permitted under the Code; (c) make or influence the investment decisions with respect to funds contributed to an HSA; (d) represent that the HSAs are an employee welfare benefit plan established or maintained by Employer; or (e) receive any payment or compensation in connection with an HSA.

2.4 Compliance with Laws. Except to the extent expressly delegated to Bank under this Agreement, Employer shall assume sole responsibility for compliance with applicable law, including but not limited to wage reporting, employment tax obligations, contribution requirements under Section 4980G of the Internal Revenue Code (or if contributions are made through a Section 125 cafeteria plan, compliance with the requirements of Section 125 and the regulations thereunder), and if an HSA arrangement is determined to be subject to ERISA, the obligations thereunder. The Employer represents and warrants that its HSA plan is not subject to ERISA.

III. EMPLOYER CONTRIBUTIONS TO HSAs

Employer or its authorized designee shall contribute to HSAs using the following method (to be agreed upon in advance):

3.1 Employer transmits funds via ACH/Wire. Employer shall transmit all funds via wire transfer or ACH through a third party to a designated clearing account maintained at Bank (the "Employer Clearing Account") Employer, or its authorized designee, shall provide an electronic contribution file via Secure File Transfer Protocol to Bank on how to disburse funds from the Employer Clearing Account to the HSAs of its employees. The Bank will rely on such entries and is authorized to transfer funds from the Employer Clearing Account to each individual Depositor's Account by means of an ongoing contribution file referencing the individual Depositor's Account at the Bank. Employer will conform all file submissions to the format, content and specifications provided by Bank as may be amended from time to time.

IV. FEES AND PAYMENT

4.1 Fees for Bank Services. The monthly maintenance Account fee for each Depositor will be [HSA Price], during the Initial Term and shall be subject to change after the Initial Term, with sixty (60) days prior written notice to the Employer and Depositor, as applicable; and in compliance with applicable banking law.

Behavioral fees charged to each Depositor during terms of this Agreement shall be as follows:

a. Printed Statement Fee: $1.50 (upon Depositor's request for printed statements only); and

b. Account Closure Fee: $25.00.

4.2 Responsibility for Fees. If Employer elects to pay the monthly maintenance fees on behalf of Depositors, Bank will send Employer a monthly invoice for fees payable for the prior month by email/mail no earlier than the 2nd day of each month. Employer shall pay all fees for the Depositors, with the exception of those who maintain a balance sufficient to qualify for a fee waiver. The minimum balance for applicable fee waiver is determined by the Bank as set forth in the fee schedule and may be modified at the discretion of Bank from time to time. Employer shall either set up a clearing account with Bank or allow Bank to pull monies from an Employer designated account for the purpose of paying such fees. The Employer shall send to the clearing account or maintain in the Employer designated account a sufficient amount of available funds no later than the 23rd day of each month in order to cover such fees. Employer may send the funds via wire or other method, but agrees to send said monies in a method whereby all funds shall be good and available as of the 24th day of each month. Employer authorizes Bank to withdraw money from the clearing

account and/or the Employer designated account to pay such fees on the 25th day of each month. These monies will be payment for the amount shown on the invoice for the prior month. Employer agrees to inform Bank within thirty (30) days from the receipt of the invoice if any fee is disputed.

Employer agrees that failure to pay any such fees is a material breach of this Agreement. If good, available and sufficient monies to cover all fees are not available on the 25th day of the month in which payment is due, then Bank may cease invoicing Employer, and contact the respective Depositors to notify them that the fees for Bank services will be collected directly by Bank from the Depositor's account within thirty (30) days. Bank may close the accounts of Depositors with insufficient funds to pay fees. Employer remains responsible for any unpaid fees.

V. LIMITATION OF LIABILITY

BANK SHALL NOT BE LIABLE HEREUNDER TO EMPLOYER OR ANY OF ITS OFFICERS, DIRECTORS, AGENTS, ASSIGNS, OR EMPLOYEES, FOR ANY BANK SERVICES PROVIDED TO DEPOSITORS OR OTHER INDIVIDUALS OWNING ACCOUNTS AT THE BANK. RIGHTS OF DEPOSITORS ARE GOVERNED BY THE ACCOUNT DOCUMENTS.

VI. TERMINATION OF HSA CUSTODIAL AGREEMENT

Termination of this Agreement does not terminate any relationship between Bank and employees of Employer for HSA custodial services.

PLAN ADMINISTRATION SERVICES EXHIBIT

FSAs AND HRAs

I. PLAN ADMINISTRATION SERVICES Services provided by Webster Servicing LLC ("Third Party Administrator") in the administration of Employer's FSA or HRA (each, a "Plan") shall include the following:

1.1 Plan Administration. The Third Party Administrator shall assist the Employer in the administration of the Plan(s) selected by Employer.

1.2 Plan Documents. Employer shall be responsible for all Plan documents, including but not limited to a copy of the Summary Plan Descriptions ("SPDs"), and for providing all necessary information to the Third Party Administrator for the Third Party Administrator's proper administration of the Plan. The Employer may request a referral by the Third Party Administrator to a third party vendor who will assist the Employer in the creation of Employer's Plan documents for a separate fee. It is the Employer's responsibility to ensure that the Plan documents are complete, comply with applicable law, and are timely adopted. The Third Party Administrator shall not have any legal responsibility with respect to Employer's Plan documents.

1.3 Record-Keeping. The Third Party Administrator shall assist the Employer in the development and maintenance of administrative and record-keeping systems for the Plan.

1.4 Forms. Employer shall use administrative forms and user guide information provided by the Third Party Administrator. All forms and user guide information provided by the Third Party Administrator shall be subject to periodic updates and revisions, and Employer agrees to use the most current versions. The Third Party Administrator will provide instructions and forms for the processing of benefit claims under the Plan. Except where benefits are provided through Bank issued debit cards, all Plan participants shall be required to apply for benefits under the Plan using forms provided by the Third Party Administrator. The Third Party Administrator will provide all forms in electronic format to Employer and participants. Paper-based forms can also be made available upon request through the Third Party Administrator's call center.

1.5 Data Privacy Provisions. The Employer and Third Party Administrator agree to the terms and conditions as set forth in the Business Associate Agreement Exhibit ("BAA") in the event Protected Health Information (as such term is defined in the HIPAA Privacy Rule at 45 CFR §160.103 is created, accessed or received by the Third Party Administrator in the course of fulfilling Employer's obligations under this Agreement. A separate Business Associate Agreement Exhibit is attached here to as an exhibit is and incorporated into this Agreement.

1.6 Claims and Appeals. The Third Party Administrator may rely on information from the Employer with regard to a participant's elections. Claims received from participants by the Third Party Administrator will be processed on a daily basis Monday through Friday, during regular business hours, excluding national holidays. The Third Party Administrator shall have no power or authority to waive or modify any terms and conditions of the Plan. The following procedures will apply with respect to any health FSA or HRA:

a. The Third Party Administrator shall make the initial determination whether to grant or deny each participant's claim for benefits in accordance with the Plan and any reasonable rules established by the Third Party Administrator. The Third Party Administrator will provide automatic email notification to participants who request this service when manual claims are received and reimbursement is sent. If the Third Party Administrator finds that a participant is entitled to the benefits under the Plan, the Third Party Administrator shall arrange for the

proper payment from the Plan and the Bank is authorized by Employer to pay the claim from the Employer's account. participants may choose direct deposit to participant savings or checking accounts.

b. If the Third Party Administrator finds that a participant is not entitled to reimbursement of a claim, the Third Party Administrator shall provide to such participant a notice of adverse benefit determination as soon as administratively practicable after the claim is received by the Third Party Administrator, but no later than the time period required by Section 503 of ERISA, if applicable. The notice shall comply with the requirements set out in the Plan's SPD and Section 503 of ERISA, if applicable.

c. A participant may appeal an initial adverse benefit determination within one hundred (180) days following receipt of notice. The Third Party Administrator will provide the first level of internal appeals, and make available external review following the first level of internal appeals. Employer agrees to administer, or IRO administer, the second level of appeals which is external. Employer may also choose to conduct its own first level appeals process, in which case the Third Party Administrator's obligation with respect to the claim ends upon issuance of the notice of adverse benefit determination, unless directed by Employer to pay the claim following Employer's appeal process.

d. Except where Employer elects to administer its own appeals process, Employer appoints the Third Party Administrator a named fiduciary solely with respect to performing the first level appeals, and Employer delegates to the Third Party Administrator the discretionary authority to: (i) construe and interpret the terms of the Plan; and (ii) make a determination concerning the availability of Plan benefits regarding these claims to the extent necessary to perform the first level of appeals. Except with respect to the first level of appeals, the Third Party Administrator shall neither have nor shall be deemed to exercise any discretion, control, or authority with respect to the disposition of a Plan or Employer funds. The Bank shall make payments or distributions from the Employer Account in accordance with the framework of policies, interpretations, rules, practices and procedures set forth in the Plan and as otherwise agreed upon or directed by Employer.

e. The Third Party Administrator and Employer agree to follow the timeline for appeals set forth in 29 CFR 2560.503-1, as expanded by Section 2719 of the Public Health Service (PHS) Act and its implementing regulations.

f. Employer maintains discretion to approve or deny a claim after the first level of internal appeals. The Employer also maintains discretion to review the second level appeal or delegate to IRO the authority to issue a decision as to the second level appeal. The claimant requests and is eligible for voluntary external review of its decision by an independent review organization ("IRO"), the Third Party Administrator will make external review available to the claimant consistent with Section 2719 of the PHS Act at no cost to Employer. Employer agrees to abide by the decision of the IRO.

1.7 <u>Forfeited Funds</u>. Any unclaimed amounts, including any previous reimbursement checks or other similar methods of payment that have been issued but remain unendorsed, which remain unpaid after one hundred and eighty (180) days will be returned to the Employer, minus any necessary fees and expenses (such as check cancellation fees) that are owing to the Third Party Administrator pursuant to this Agreement.

1.8 <u>Plan Data</u>. The Third Party Administrator will maintain archival records for seven (7) years during the Term of this Agreement. Following the Agreement's termination and with advance written notice by Employer, the Third Party Administrator will cooperate with Employer (or Employer's subsequent service provider) to affect an orderly transition of services covered by the Agreement. The Third Party Administrator is not required to destroy, erase or modify any archival records that it maintains in the normal course of its business.

1.9 Notice of Litigation. Employer shall notify the Third Party Administrator promptly of any summons, complaint, or other communication concerning threatened litigation and any inquiry by any governmental agency that is related to the Employer's Plan, unless such notification would be a violation of applicable law.

1.10 Third Party Administrator not Responsible for Benefits. The Third Party Administrator shall not be liable or use its funds for the payment of benefits under the Plan, including, without limitation, where sought as damages in an action against the Employer, the Third Party Administrator or the Plan. The Third Party Administrator does not insure or underwrite the Employer's liability to provide benefits under the Plan, and the Employer shall have the sole responsibility and liability for payment of all benefits under the Plan.

II. THE EMPLOYER'S RESPONSIBILITIES Responsibilities of the Employer in the administration of the Plan shall include the following:

2.1 General Compliance. Although the Third Party Administrator serves as Employer's agent for services rendered pursuant to this Agreement, the Employer remains the Plan Sponsor and Plan Administrator. Except to the extent expressly delegated to the Third Party Administrator by this Agreement, Employer is solely responsible for compliance with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act (HIPAA), the Code, the ACA, ERISA, and other applicable laws or regulations.

2.2 Enrollment. The Employer or its authorized designee shall assist in the enrollment of participants and provide the Third Party Administrator with a complete list of all participants enrolled in the Plan, and any other demographic and related information that the Third Party Administrator may need to properly administer the Plan pursuant to this Agreement. Employer or its authorized designee shall notify the Third Party Administrator frequently throughout each month of all changes in participants. Employer shall be solely responsible to determine the eligibility of any employee to enroll in the Plan, collect requested enrollment information from employees, and inform the Third Party Administrator of any changes to an employee's enrollment status.

Late notification of Plan eligibility or incorrect Plan eligibility information provided by the Employer or its authorized designee to the Third Party Administrator may result in erroneous Plan benefit payments. In this event, the Employer shall be solely responsible for any such erroneous payment and the Employer shall also be solely responsible for collecting any such erroneous payments from the participant or other individual. If such erroneous payment results in insufficient funds in the Employer's account to pay valid claims, Employer shall restore such funds immediately.

At the Third Party Administrator's discretion, the Third Party Administrator will assist with plan implementation and employee enrollment meetings for an additional fee.

2.3 MSP Secondary Payor. Employer shall collect and provide to the Third Party Administrator in an electronic format all required information to ensure compliance with the MSP Secondary Payor rules and regulations where the Third Party Administrator acts as a Registered Reporting Entity (RRE) for HRA plans offered by Employer.

2.4 Contributions. Participant contributions, if any, made by participants through salary reduction or otherwise, shall be used to reimburse Employer for contributions advanced by the Employer to pay benefits under the Plan. No participant contributions shall be made to an HRA.

2.5 Card Use. When a Card is linked to an FSA or HRA account, Cards used for matched copayments and recurring medical expenses will be automatically substantiated. Cards linked to an FSA or HRA account that are used for other purposes are treated as conditional pending confirmation of the charges through additional third party information.

If a Card linked to an FSA or HRA account is used to pay for an ineligible or unsubstantiated expense, Employer agrees to follow correction procedures consistent with the applicable regulatory guidelines, which include, but are not limited to re-crediting participant FSA or HRA accounts by facilitating an after-tax payroll deduction in accordance with applicable law and/or offsetting the amount with an eligible expense.

2.6 Amendments. The Employer shall provide the Third Party Administrator with a copy of any contemplated amendment to the Plan no less than thirty (30) days prior to the anticipated amendment effective date. However, under no circumstances should the Employer adopt any amendment that would alter the Third Party Administrator's duties hereunder without prior written consent of the Third Party Administrator.

2.7 Reporting and Disclosure Obligations. The Employer shall file with the appropriate governmental agencies all required returns, reports, documents and other papers relating to the Plan. The Employer shall distribute to participants all materials and documents as may be necessary for the operation of the Plan or to satisfy the requirements of applicable law. Employer shall remain responsible for the final contents of all materials and documents, including SPDs, and with respect to an HRA, a Summary of Benefits and Coverage ("SBC") (unless such HRA is described in the SBC provided by an employer-sponsored group health plan).

2.8 Nondiscrimination Testing. Employer will ensure that its Plan meets nondiscrimination requirements under Sections 125, 129 and 105(h) of the Code, as applicable. The Employer may request a referral from the Third Party Administrator to a third party vendor who will assist the Employer with nondiscrimination testing for a separate fee. The Third Party Administrator will provide information it maintains that is requested by the Employer to conduct nondiscrimination testing.

2.9 Form 5500 Preparation. Employer will file IRS Forms 5500 for employee welfare benefit plans subject to ERISA unless exceptions apply (i.e., certain unfunded welfare benefit plans with fewer than one hundred (100) covered participants are exempt from filing). The Employer may request a referral from the Third Party Administrator to a third party vendor who will assist the Employer with completing Forms 5500 for a separate fee. The Third Party Administrator will provide information it maintains that is requested by the Employer to assist in preparing Forms 5500.

2.10 Right of Early Termination. If the Employer terminates the Agreement with respect to an FSA or HRA prior to the completion of the Initial Term, the Third Party Administrator shall be entitled to payment of reasonable compensation for losses upon early termination of this Agreement, including but not limited to recovery of startup costs, legal and related expenses. For avoidance of doubt, the Employer and the Third Party Administrator agree that reasonable compensation for such termination during the first year of the Initial Term shall be equal to twelve (12) months of fees (based on average fees paid or payable by Employer to the Third Party Administrator during the months preceding termination); reasonable compensation for termination during the second year shall be six (6) months' worth of fees determined in the same manner; and reasonable compensation for termination during the third year shall be three (3) months' worth of fees determined in the same manner.

III. EMPLOYER FUNDING

3.1 Claims Based Funding. Employer shall use funds from its general assets to make payments for Plan benefits. Employer shall not set up a trust or an account in the Plan's name to be used to pay for Plan benefits. Upon the Effective Date of this Agreement, Employer shall provide Bank with the routing number and account number of Employer's designated bank account (the "Employer Account"). Employer gives the Bank, the right to debit daily the Employer Account via automated clearinghouse ("ACH") transfers in the amount required to pay claims processed

through Bank issued debit cards and the Third Party Administrator fees. Employer gives the Bank the authority to write checks against the account for the payment of manual claims for substantiated expenses from the Plan.

In the event that funds in the account are inadequate to pay Plan benefits, the Third Party Administrator shall forward to Employer a report itemizing amounts payable for Plan benefits, and Employer shall immediately transfer said amount plus the amount required to bring the account balance to the Required Minimum Balance. If Employer fails to transfer the required amount of funds to the Employer Account, the Third Party Administrator may immediately cease payment of claims, suspend its obligations under this Agreement, and/or terminate this Agreement with five (5) days prior written notice. In no event will the Bank be obligated to issue claim payments of any kind if the existing deposit balance falls below zero.

The Third Party Administrator shall provide daily, weekly, and/or monthly reports to Employer itemizing amounts paid or payable for Plan benefits and other Plan expenses, including administrative fees due the Third Party Administrator. The Third Party Administrator shall adjust any claim disputes by Employer, or errors detected by the Third Party Administrator or Employer, in the report for the next period's payment due after the dispute is resolved or errors identified.

3.2 Employee Fraud. The Employer is solely responsible for making the Plan whole if fraud is committed against the Plan. the Third Party Administrator shall not be responsible for pursuing or correcting any such actions.

3.3 Reliance by the Third Party Administrator. Employer has authorized and instructed Third Party Administrator in this Agreement to implement its standard administrative procedures to provide services in accordance with this Agreement. The Third Party Administrator shall be fully protected in relying upon representations by Employer set forth in this Agreement and communications made by or on behalf of Employer in effecting its obligations under this Agreement. Employer and the Third Party Administrator agree that if Employer provides the Third Party Administrator with specific written instructions (in a form acceptable to the Third Party Administrator) to provide services in a manner other than in accordance with the Third Party Administrator's standard procedures, the Third Party Administrator may (but need not) comply with Employer's written instructions, provided that, to the extent that the Third Party Administrator complies with such instructions, Employer and not the Third Party Administrator shall be solely responsible for the Third Party Administrator's actions so taken, and Employer agrees to indemnify and hold the Third Party Administrator harmless (including reasonable attorney's fees and costs) and expressly releases all claims against the Third Party Administrator in connection with any third party claim or cause of action, which results from or in connection with the Third Party Administrator following Employer's written instructions.

IV. SERVICE FEES

4.1 Plan Administrative Services Fee. The Third Party Administrator shall be entitled to a fee for its Plan administrative services, which shall be payable in accordance with the attached Fee Schedule for FSA and HRA Administration Services. Monthly fees will be invoiced for participants enrolled in the Plan during the prior month. If a participant has an active account or arrangement in any day of the prior month, the Employer is responsible for payment for that participant for that month and the Bank is hereby authorized and shall initiate ACH transfers from an Employer account on the 25th of the month in the amount of the invoice. An active account or arrangement includes an employee with an FSA or HRA account or arrangement and a former employee that has elected COBRA continuation coverage with an FSA or HRA arrangement. An active account or arrangement also includes a terminated employee through the end of the Employer's run-out period. This includes employees with FSA or HRA accounts or arrangements that may have a zero ($0.00) dollars balance eligible for claims.

In the alternative, Third Party Administrator will send Employer a monthly invoice for fees payable for the prior month by email/mail on the 2nd day of each month. Employer shall pay all fees for Plan participants. Employer shall set up a clearing account with Bank for the purpose of paying such fees and shall send to the clearing account a sufficient amount of available funds no later than the 23rd day of each month in order to cover such fees. Employer may send the funds via wire or other method, but agrees to send said monies in a method whereby all funds shall be good and available as of the 24th day of the month. Employer authorizes the Bank to withdraw money from the clearing account to pay such fees on the 25th day of each month. These monies will be payment for the amount shown on the invoice for the prior month. Employer agrees to inform the Third Party Administrator within thirty (30) days from the receipt of the invoice if any fee is disputed.

Employer agrees that failure to pay any such fees is a material breach of this Agreement. If good, available and sufficient monies to cover all fees are not available on the 25th day of the month in which payment is due, then the Bank may collect the fees directly from an Employer account.

4.2 Right of Offset. Notwithstanding anything in this Agreement or any other agreement between the Parties to the contrary, if Employer fails to pay the Third Party Administrator within thirty (30) days as a result of any service provided by the Third Party Administrator to Employer under this Agreement or any other agreement between the Parties, the Third Party Administrator shall be permitted, to the extent legally permissible, to deduct the past due amount from any funds provided by Employer pursuant to this Agreement or any other agreement between the Parties which are held by Bank without prior notice and without prior approval of Employer. This right of offset shall be in addition to any other remedies that the Third Party Administrator may have in this Agreement or any other agreement between the Parties with respect to such non-payment, including, without limitation, any right to terminate the Agreement, regardless of whether the past-due amount is paid in full as a result of the offset rights provided herein.

4.3 Participant Counts. Participant counts for billing purposes are determined on the first business day of each month.

V. PERFORMANCE AFTER TERMINATION

5.1 Termination or Ineligibility of Participant. Upon notice from Employer of termination or ineligibility of a participant in an FSA or HRA, the Bank will deactivate such participant's Card with respect to any FSA or HRA account as soon as is practical. Should Employer fail to provide such notice in a timely manner resulting in payment of ineligible expenses, Employer will be responsible for all costs incurred for subsequent Card transactions made by the terminated or ineligible participant.

5.2 Termination of Agreement. When this Agreement is terminated, the Third Party Administrator will immediately cease the performance of any further FSA or HRA services to Employer, regardless of when claims are incurred. If the Third Party Administrator agrees to provide post-termination "run-out" services for claims incurred prior to termination, the terms of this Agreement will remain in place during such period. Upon termination of this Agreement or, if later, the end of any run-out period, the Third Party Administrator will cease processing expense reimbursement requests that are in its possession and return to Employer or its designee any unpaid or other pending payment requests and/or any subsequent reimbursement requests.

Within one hundred twenty (120) days after the later of the termination of this Agreement or the applicable run-out period, the Third Party Administrator shall prepare and deliver to the Employer a complete and final accounting and report of the financial status of any HRA, FSA or TBA as of the date of termination, together with all books and records

in its possession and control pertaining to the administration of the plan or program, all claim files, and all reports and other paper pertaining to the plan or program.

DEPENDENT CARE FSA'S BENEFIT SERVICES EXHIBIT

II. DEPENDENT CARE FSAs BENEFIT SERVICES Services provided by Webster Servicing LLC ("Third Party Administrator") in the administration of Employer's Dependent Care FSA (each, a "DCFSA") shall include the following:

1.1 DCFSA Administration. The Third Party Administrator shall assist the Employer in the administration of the DCFSA(s) selected by Employer.

1.2 DCFSA Documents. Employer shall be responsible for all DCFSA documents, including but not limited to a copy of the Summary Plan Descriptions ("SPDs"), and for providing all necessary information to the Third Party Administrator for the Third Party Administrator's proper administration of the DCFSA. The Employer may request a referral by the Third Party Administrator to a third party vendor who will assist the Employer in the creation of Employer's DCFSA documents for a separate fee. It is the Employer's responsibility to ensure that the DCFSA documents are complete, comply with applicable law, and are timely adopted. The Third Party Administrator shall not have any legal responsibility with respect to Employer's DCFSA documents.

1.3 Record-Keeping. The Third Party Administrator shall assist the Employer in the development and maintenance of administrative and record-keeping systems for the DCFSA.

1.4 Forms. Employer shall use administrative forms and user guide information provided by the Third Party Administrator. All forms and user guide information provided by the Third Party Administrator shall be subject to periodic updates and revisions, and Employer agrees to use the most current versions. The Third Party Administrator will provide instructions and forms for the processing of benefit claims under the DCFSA. Except where benefits are provided through Bank issued debit cards, all DCFSA participants shall be required to apply for benefits under the DCFSA using forms provided by the Third Party Administrator. The Third Party Administrator will provide all forms in electronic format to Employer and DCFSA participants. Paper-based forms can also be made available upon request through the Third Party Administrator's call center.

1.5 Claims and Appeals. The Third Party Administrator may rely on information from the Employer with regard to a DCFSA participant's elections. Claims received from DCFSA participants by the Third Party Administrator will be processed on a daily basis Monday through Friday, during regular business hours, excluding national holidays. The Third Party Administrator shall have no power or authority to waive or modify any terms and conditions of the DCFSA. The following procedures will apply with respect to any DCFSA:

a. The Third Party Administrator shall make the initial determination whether to grant or deny each DCFSA participant's claim for benefits in accordance with the DCFSA and any reasonable rules established by the Third Party Administrator. The Third Party Administrator will provide automatic email notification to DCFSA participants who request this service when manual claims are received and reimbursement is sent. If the Third Party Administrator finds that a DCFSA participant is entitled to the benefits under the DCFSA, the Third Party Administrator shall arrange for the proper payment from the DCFSA and the Bank is authorized by Employer to pay the claim from the Employer's Account. DCFSA participants may choose direct deposit to DCFSA participant savings or checking accounts.

b. If the Third Party Administrator finds that a DCFSA participant is not entitled to reimbursement of a claim, the Third Party Administrator shall provide to such DCFSA participant a notice of adverse benefit determination as soon as administratively practicable after the claim is received by the Third Party Administrator. The notice shall comply with the requirements set out in the DCFSAs SPD.

c. The Third Party Administrator will conduct the first level appeals process. Employer may also choose to conduct its own first level appeals process, in which case the Third Party Administrator's obligation with respect to the claim ends upon issuance of the notice of adverse benefit determination, unless directed by Employer to pay the claim following Employer's appeal process.

d. Employer delegates to the Third Party Administrator the discretionary authority to: (i) construe and interpret the terms of the DCFSA; and (ii) make a determination concerning the availability of DCFSA benefits regarding these claims to the extent necessary to perform the first level of appeals. Except with respect to the first level of appeals, the Third Party Administrator shall neither have nor shall be deemed to exercise any discretion, control, or authority with respect to the disposition of a DCFSA or employee funds. The Bank shall make payments or distributions from the Employer Account in accordance with the framework of policies, interpretations, rules, practices and procedures set forth in the DCFSA and as otherwise agreed upon or directed by Employer.

e. Employer maintains discretion to approve or deny a claim after the first level of internal appeals. The Employer also maintains discretion to review the second level appeal and has the authority to issue a decision as to the second level appeal.

1.6 Forfeited Funds. Any unclaimed amounts, including any previous reimbursement checks or other similar methods of payment that have been issued but remain unendorsed, which remain unpaid after one hundred and eighty (180) days will be returned to the Employer, minus any necessary fees and expenses (such as check cancellation fees) that are owing to the Third Party Administrator pursuant to this Agreement.

1.7 DCFSA Data. The Third Party Administrator will maintain archival records for seven (7) years during the Term of this Agreement. Following the Agreement's termination and with advance written notice by Employer, the Third Party Administrator will cooperate with Employer (or Employer's subsequent service provider) to affect an orderly transition of services covered by the Agreement. The Third Party Administrator is not required to destroy, erase or modify any archival records that it maintains in the normal course of its business.

1.8 Notice of Litigation. Employer shall notify the Third Party Administrator promptly of any summons, complaint, or other communication concerning threatened litigation and any inquiry by any governmental agency that is related to the Employer's DCFSA, unless such notification would be a violation of applicable law.

1.9 Third Party Administrator not Responsible for Benefits. The Third Party Administrator shall not be liable or use its funds for the payment of benefits under the DCFSA, including, without limitation, where sought as damages in an action against the Employer, the Third Party Administrator or the DCFSA. The Third Party Administrator does not insure or underwrite the Employer's liability to provide benefits under the DCFSA, and the Employer shall have the sole responsibility and liability for payment of all benefits under the DCFSA.

II. THE EMPLOYER'S RESPONSIBILITIES Responsibilities of the Employer in the administration of the DCFSA shall include the following:

2.1 General Compliance. Although the Third Party Administrator serves as Employer's agent for services rendered pursuant to this Agreement, the Employer remains the DCFSA Sponsor and DCFSA Administrator. Except to the extent expressly delegated to the Third Party Administrator by this Agreement, Employer is solely responsible for compliance with all applicable laws and regulations.

2.2 Enrollment. The Employer or its authorized designee shall assist in the enrollment of DCFSA participants and provide the Third Party Administrator with a complete list of all DCFSA participants enrolled in the DCFSA, and any other demographic and related information that the Third Party Administrator may need to properly administer the DCFSA pursuant to this Agreement. Employer or its authorized designee shall transfer electronic enrollment data to Bank pursuant to the attached Electronic Enrollment Schedule. Employer or its authorized designee shall notify the Third Party Administrator frequently throughout each month of all changes in DCFSA participants. Employer shall be solely responsible to determine the eligibility of any employee to enroll in the DCFSA, collect requested enrollment information from employees, and inform the Third Party Administrator of any changes to an employee's enrollment status.

Late notification of DCFSA eligibility or incorrect DCFSA eligibility information provided by the Employer or its authorized designee to the Third Party Administrator may result in erroneous DCFSA benefit payments. In this event, the Employer shall be solely responsible for any such erroneous payment and the Employer shall also be solely responsible for collecting any such erroneous payments from the DCFSA participant or other individual. If such erroneous payment results in insufficient funds in the Employer's account to pay valid claims, Employer shall restore such funds immediately.

At the Third Party Administrator's discretion, the Third Party Administrator will assist with DCFSA implementation and employee enrollment meetings for an additional fee.

2.3 Contributions. DCFSA participant contributions, if any, made by DCFSA participants through salary reduction or otherwise, shall be used to reimburse Employer for contributions advanced by the Employer to pay benefits under the DCFSA.

2.4 Card Use. When a Card is linked to an DCFSA account, Cards used for matched copayments and recurring medical expenses will be automatically substantiated. Cards linked to an DCFSA account that are used for other purposes are treated as conditional pending confirmation of the charges through additional third party information. If a Card linked to an DCFSA account is used to pay for an ineligible or unsubstantiated expense, Employer agrees to follow correction procedures consistent with the applicable regulatory guidelines, which include, but are not limited to re-crediting DCFSA participant DCFSA accounts by facilitating an after-tax payroll deduction in accordance with applicable law and/or offsetting the amount with an eligible expense.

2.5 Amendments. The Employer shall provide the Third Party Administrator with a copy of any contemplated amendment to the DCFSA no less than thirty (30) days prior to the anticipated amendment effective date. However, under no circumstances should the Employer adopt any amendment that would alter the Third Party Administrator's duties hereunder without prior written consent of the Third Party Administrator.

2.6 Reporting and Disclosure Obligations. The Employer shall file with the appropriate governmental agencies all required returns, reports, documents and other papers relating to the DCFSA. The Employer shall distribute to DCFSA participants all materials and documents as may be necessary for the operation of the DCFSA or to satisfy the requirements of applicable law. Employer shall remain responsible for the final contents of all materials and documents, including SPDs.

2.7 Nondiscrimination Testing. Employer will ensure that its DCFSA meets nondiscrimination requirements under Sections 125 and 129 of the Code, as applicable. The Employer may request a referral from the Third Party Administrator to a third party vendor who will assist the Employer with nondiscrimination testing for a separate fee.

The Third Party Administrator will provide information it maintains that is requested by the Employer to conduct nondiscrimination testing.

2.8 Right of Early Termination. If the Employer terminates the Agreement with respect to a DCFSA prior to the completion of the Initial Term, the Third Party Administrator shall be entitled to payment of reasonable compensation for losses upon early termination of this Agreement, including but not limited to recovery of startup costs, legal and related expenses. For avoidance of doubt, the Employer and the Third Party Administrator agree that reasonable compensation for such termination during the first year of the Initial Term shall be equal to twelve (12) months of fees (based on average fees paid or payable by Employer to the Third Party Administrator during the months preceding termination); reasonable compensation for termination during the second year shall be six (6) months' worth of fees determined in the same manner; and reasonable compensation for termination during the third year shall be three (3) months' worth of fees determined in the same manner.

III. EMPLOYER FUNDING

3.1 Claims Based Funding. Employer shall use funds from its general assets to make payments for DCFSA benefits. Employer shall not set up a trust or an account in the DCFSAs name to be used to pay for DCFSA benefits. Upon the Effective Date of this Agreement, Employer shall provide Bank with the routing number and account number of Employer's designated bank account (the "Employer Account"). Employer gives the Bank, the right to debit daily the Employer Account via automated clearinghouse ("ACH") transfers in the amount required to pay claims processed through Bank issued debit cards and the Third Party Administrator fees. Employer gives the Bank the authority to write checks against the account for the payment of manual claims for substantiated expenses from the DCFSA.

In the event that funds in the account are inadequate to pay DCFSA benefits, the Third Party Administrator shall forward to Employer a report itemizing amounts payable for DCFSA benefits, and Employer shall immediately transfer said amount plus the amount required to bring the account balance to the Required Minimum Balance. If Employer fails to transfer the required amount of funds to the Employer Account, the Third Party Administrator may immediately cease payment of claims, suspend its obligations under this Agreement, and/or terminate this Agreement with five (5) days prior written notice. In no event will the Bank be obligated to issue claim payments of any kind if the existing deposit balance falls below zero.

The Third Party Administrator shall provide daily, weekly, and/or monthly reports to Employer itemizing amounts paid or payable for DCFSA benefits and other DCFSA expenses, including administrative fees due the Third Party Administrator. The Third Party Administrator shall adjust any claim disputes by Employer, or errors detected by the Third Party Administrator or Employer, in the report for the next period's payment due after the dispute is resolved or errors identified.

3.2 Employee Fraud. The Employer is solely responsible for making the DCFSA whole if fraud is committed against the DCFSA. The Third Party Administrator shall not be responsible for pursuing or correcting any such actions.

3.3 Reliance by the Third Party Administrator. Employer has authorized and instructed Third Party Administrator in this Agreement to implement its standard administrative procedures to provide services in accordance with this Agreement. The Third Party Administrator shall be fully protected in relying upon representations by Employer set forth in this Agreement and communications made by or on behalf of Employer in effecting its obligations under this Agreement. Employer and the Third Party Administrator agree that if Employer provides the Third Party Administrator with specific written instructions (in a form acceptable to the Third Party Administrator) to provide services in a manner other than in accordance with the Third Party Administrator's standard procedures, the Third Party

Administrator may (but need not) comply with Employer's written instructions, provided that, to the extent that the Third Party Administrator complies with such instructions, Employer and not the Third Party Administrator shall be solely responsible for the Third Party Administrator's actions so taken, and Employer agrees to indemnify and hold the Third Party Administrator harmless (including reasonable attorney's fees and costs) and expressly releases all claims against the Third Party Administrator in connection with any third party claim or cause of action, which results from or in connection with the Third Party Administrator following Employer's written instructions.

IV. SERVICE FEES

4.1 Benefit Services Fee. The Third Party Administrator shall be entitled to a fee for its DCFSA administrative services, which shall be payable in accordance with the attached Fee Schedule for DCFSA Administration Services. Monthly fees will be invoiced for DCFSA participants enrolled in the DCFSA during the prior month. If a DCFSA participant has an active account or arrangement in any day of the prior month, the Employer is responsible for payment for that DCFSA participant for that month and the Bank is hereby authorized and shall initiate ACH transfers from an Employer account on the 25th of the month in the amount of the invoice. An active account or arrangement includes an employee with a DCFSA account or arrangement. An active account or arrangement also includes a terminated employee through the end of the Employer's run-out period. This includes employees with DCFSA accounts or arrangements that may have a zero ($0) balance eligible for claims.

In the alternative, Third Party Administrator will send Employer a monthly invoice for fees payable for the prior month by email/mail on the 2nd day of each month. Employer shall pay all fees for DCFSA participants. Employer shall set up a clearing account with Bank for the purpose of paying such fees and shall send to the clearing account a sufficient amount of available funds no later than the 23rd day of each month in order to cover such fees. Employer may send the funds via wire or other method, but agrees to send said monies in a method whereby all funds shall be good and available as of the 24th day of the month. Employer authorizes the Bank to withdraw money from the clearing account to pay such fees on the 25th day of each month. These monies will be payment for the amount shown on the invoice for the prior month. Employer agrees to inform the Third Party Administrator within thirty (30) days from the receipt of the invoice if any fee is disputed.

Employer agrees that failure to pay any such fees is a material breach of this Agreement. If good, available and sufficient monies to cover all fees are not available on the 25th day of the month in which payment is due, then the Bank may collect the fees directly from an Employer account.

4.2 Right of Offset. Notwithstanding anything in this Agreement or any other agreement between the Parties to the contrary, if Employer fails to pay the Third Party Administrator within thirty (30) days as a result of any service provided by the Third Party Administrator to Employer under this Agreement or any other agreement between the Parties, the Third Party Administrator shall be permitted to deduct the past due amount from any funds provided by Employer pursuant to this Agreement or any other agreement between the Parties which are held by Bank without prior notice and without prior approval of Employer. This right of offset shall be in addition to any other remedies that the Third Party Administrator may have in this Agreement or any other agreement between the Parties with respect to such non-payment, including, without limitation, any right to terminate the Agreement, regardless of whether the past-due amount is paid in full as a result of the offset rights provided herein.

4.3 DCFSA Participant Counts. DCFSA participant counts for billing purposes are determined on the first business day of each month.

V. PERFORMANCE AFTER TERMINATION

5.1 Termination or Ineligibility of DCFSA Participant. Upon notice from Employer of termination or ineligibility of a DCFSA participant in a DCFSA, the Bank will deactivate such DCFSA participant's Card with respect to any DCFSA account as soon as is practical. Should Employer fail to provide such notice in a timely manner resulting in payment of ineligible expenses, Employer will be responsible for all costs incurred for subsequent Card transactions made by the terminated or ineligible DCFSA participant.

5.2 Termination of Agreement. When this Agreement is terminated, the Third Party Administrator will immediately cease the performance of any further DCFSA services to Employer, regardless of when claims are incurred. If the Third Party Administrator agrees to provide post-termination "run-out" services for claims incurred prior to termination, the terms of this Agreement will remain in place during such period. Upon termination of this Agreement or, if later, the end of any run-out period, the Third Party Administrator will cease processing expense reimbursement requests that are in its possession and return to Employer or its designee any unpaid or other pending payment requests and/or any subsequent reimbursement requests.

Within one hundred twenty (120) days after the later of the termination of this Agreement or the applicable run-out period, the Third Party Administrator shall prepare and deliver to the Employer a complete and final accounting and report of the financial status of the DCFSA as of the date of termination, together with all books and records in its possession and control pertaining to the administration of the DCFSA or program, all claim files, and all reports and other paper pertaining to the DCFSA or program.

SCHEDULE OF FEES

Plan Administrative Services

Fees for Plan Administrative services are charged on a Per Participant Per Month (PPPM) basis:

- Health Flexible Spending Accounts - $$$$$ (PPPM)
- Limited Purpose Health Flexible Spending Accounts - $$$$$ (PPPM)
- Health Reimbursement Arrangement - $$$$$ (PPPM)
- Limited Purpose Health Reimbursement Arrangement- $$$$$ (PPPM)
- Program Setup fee (one time) – $500

Benefit Administrative Services

- Dependent Care FSA – $$$$ (PPPM)
- Program Setup fee (one time) – $500

Optional Services:

- Plan Document Creation – $200 per account type up to $500 maximum
- Nondiscrimination Testing and Reporting – $250 per account type per year
- Form 5500 Preparation – $600 per account type per year

BUSINESS ASSOCIATE AGREEMENT EXHIBIT

Notwithstanding any provision to the contrary in the Agreement, this Business Associate Addendum ("Addendum") shall supersede any conflicting terms and provisions of the Agreement to which this Addendum is attached, including any exhibits or other attachments thereto and all documents incorporated therein by reference, to the extent necessary to permit compliance with the HIPAA Rules (as defined below). This Addendum may be executed and made effective prior to execution of a written contract reflecting the Agreement.

This Addendum is intended to comply with the Administrative Simplification provisions in Part C of the Health Insurance Portability and Accountability Act of 1996, Public Law 104 191 ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH") under Title XIII of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5) and by the Genetic Information Nondiscrimination Act of 2008, Public Law 110-233 ("GINA").

RECITALS

WHEREAS, Plan Sponsor and Third Party Administrator are parties (or in good faith negotiations to become parties) to an Agreement pursuant to which the Third Party Administrator provides certain services to Plan Sponsor and the Covered Entity and, in connection with those services, Covered Entity (and Plan Sponsor or another Business Associate of Covered Entity) discloses Protected Health Information (as defined below) to the Third Party Administrator, and the Third Party Administrator creates and receives Protected Health Information on behalf of Covered Entity;

WHEREAS, the HIPAA Rules (as defined below), including Business Associate provisions, do not apply to banking and financial institutions with respect to certain payment processing activities, as identified in Section 1179 of the HIPAA Statute, to the extent that those activities constitute authorizing, processing, clearing, settling, billing, transferring, reconciling, or collecting payments for health care or health plan premiums; and

WHEREAS, to the extent that the Third Party Administrator provides services to the Covered Entity in its capacity as Business Associate which involve access to Protected Health Information and such services are in addition to the payment processing activities identified above and which are thus not excluded under the Section 1179 exemption, Covered Entity and the Third Party Administrator, acting in its capacity as Business Associate, wish to modify the Agreement to include certain provisions which would be required by the HIPAA Rules for a Business Associate.

NOW THEREFORE, for and in consideration of the recitals above and mutual covenants and conditions below, Plan Sponsor and the Third Party Administrator, acting in its capacity as Business Associate, enter into this Addendum, and agree as follows:

I. DEFINITIONS

1.1 Catch-all Definition. The following terms used in this Addendum shall have the same meaning as those terms in the HIPAA Rules: Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Minimum Necessary, Notice of Privacy Practices, Required By Law, Secretary, Subcontractor, and Use.

1.2 Specific Definitions.

a. Breach. "Breach" shall have the meaning given to the term "breach" at 45 CFR §164.402, as applied to the Unsecured Protected Health Information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity.

b. Business Associate. "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 CFR §160.103, and in reference to the party to this Addendum, shall mean Webster Servicing LLC.

c. Covered Entity. "Covered Entity" shall generally have the same meaning as the term "Covered Entity" at 45 CFR §160.103, and in reference to the party to this Addendum, shall mean the Employer sponsored HRA and/or FSA plan(s) specified the Plan Administration Services Exhibit FSAs and HRAs.

d. Electronic Protected Health Information. "Electronic Protected Health Information" shall have the meaning given to the term "electronic protected health information" at 45 CFR §160.103, as applied to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity.

e. HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

f. Individual. "Individual" shall have the meaning given to such term at 45 CFR §160.103, and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

g. Protected Health Information. "Protected Health Information" shall have the meaning given to the term "protected health information" at 45 CFR §160.103, as applied to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity.

h. Security Incident. "Security Incident" shall have the meaning given to the term "security incident" at 45 CFR §164.304, as applied to the Electronic Protected Health Information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity.

i. Unsecured Protected Health Information. "Unsecured Protected Health Information" shall have the meaning given to the term "unsecured protected health information" at 45 CFR §164.402, as applied to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity.

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 this Addendum and the Agreement or as Required By Law;

b. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic Protected Health Information, to prevent use or disclosure of Protected Health Information other than as provided for by this Addendum;

c. Report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Addendum or any Security Incident of which it becomes aware, including any Breach of Unsecured Protected Health Information as required at 45 CFR §164.410. The parties acknowledge and agree that this Section II.c constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but unsuccessful Security Incidents that do not result in unauthorized access to, or use, loss, modification, destruction, or disclosure of, Protected Health Information, such as pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, unsuccessful denial of service attacks, or any combination thereof;

d. In accordance with 45 CFR §164.502(e)(1)(ii) and §164.308(b)(2), if applicable, ensure that any Subcontractors that create, receive, maintain, or transmit 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. Make available Protected Health Information in a Designated Record Set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR §164.524, and forward any such request from an Individual to the Covered Entity as necessary for the Covered Entity to satisfy its obligations under 45 CFR §164.524;

f. Make any amendment(s) to Protected Health Information in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 CFR §164.526, and forward any such request from an Individual to the Covered Entity as necessary for the Covered Entity to satisfy its obligations under 45 CFR §164.526;

g. Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR §164.528, and forward any such request from an Individual to the Covered Entity as necessary for the Covered Entity to satisfy its obligations under 45 CFR §164.528;

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

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

III. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

a. Business Associate may use and disclose Protected Health Information as necessary to perform the services set forth in the Agreement.

b. Business Associate may use or disclose Protected Health Information as Required By Law.

c. Business Associate agrees to make uses and disclosures and requests for Protected Health Information consistent with HIPAA's minimum necessary requirements.

d. Business Associate may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 (the Privacy Rule) if done by Covered Entity, except for the specific uses and disclosures set forth in paragraphs (e)-(h) below.

e. 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.

f. Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided (1) the disclosure is Required By Law, or (2) 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 Covered Entity.

h. Business Associate may use and disclose Protected Health Information to seek authorization from an Individual to the extent such authorization is required by 45 CFR. §164.508. Business Associate may use or disclose Protected Health Information pursuant to a valid authorization by an Individual that satisfies the requirements of 45 CFR §164.508, except for uses or disclosures of psychotherapy notes or genetic information.

i. Business Associate may use and disclose Protected Health Information to create de-identified information in accordance with 45 CFR §§164.502(d) and 164.514(a)-(c).

j. Business Associate may use and disclose Protected Health Information to report violations of law to appropriate federal, state, and local authorities, consistent with 45 CFR §164.502(j).

IV. PROVISIONS FOR COVERED ENTITY TO INFORM BUSINESS ASSOCIATE OF PRIVACY PRACTICES AND RESTRICTIONS

a. Covered Entity shall 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. Covered Entity shall 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; and

c. Covered Entity shall 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.

V. PERMISSIBLE REQUESTS BY COVERED ENTITY

Covered Entity shall 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 if done by Covered Entity.

VI. TERM AND TERMINATION

6.1 Term. The Term of this Addendum shall be effective as of the date Business Associate first creates or receives Protected Health Information from or on behalf of the Covered Entity, and shall terminate upon the date of termination of this Addendum, the Agreement or on the date Covered Entity or Business Associate terminates for cause as authorized in Section 6.2, whichever is sooner.

6.2 Termination for Cause.

a. If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of the Covered Entity's obligation under the Agreement, Covered Entity will:

i. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Addendum and any relevant sections of the Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or

ii. Immediately terminate this Addendum and any relevant sections of the Agreement if Business Associate has breached a material term of this Addendum and cure is not possible.

b. If Business Associate knows of a pattern of activity or practice of Covered Entity that constitutes a material breach or violation of the Covered Entity's obligation under the Agreement, Business Associate will:

i. Provide an opportunity for Covered Entity to cure the breach or end the violation and terminate this Addendum and any relevant sections of the Agreement if Covered Entity does not cure the breach or end the violation within a reasonable time specified by Business Associate; or

ii. Immediately terminate this Addendum and any relevant sections of the Agreement if Covered Entity has breached a material term of this Addendum and cure is not possible.

6.3 Obligations of Business Associate Upon Termination.

a. Subject to paragraph (b) below, upon termination of this Addendum for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall return or destroy all Protected Health Information that Business Associate still maintains in any form. Business Associate shall retain no copies of such Protected Health Information.

b. If return or destruction of any or all Protected Health Information is not feasible, Business Associate shall:

i. Retain only that Protected Health Information for which return or destruction is not feasible;

ii. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining Protected Health Information that the Business Associate still maintains in any form;

iii. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic Protected Health Information to prevent use or disclosure of the Protected Health Information other than as provided for in this Section for as long as Business Associate retains the Protected Health Information;

iv. Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set forth in this Addendum which applied prior to termination; and

v. Return to Covered Entity or, if agreed to by Covered Entity, destroy the Protected Health Information retained by Business Associate if and when it becomes feasible to do so.

6.4 Survival. The obligations of Business Associate under this Section shall survive the termination of this Addendum.

VII. MISCELLANEOUS

7.1 Regulatory References. A reference in this Addendum to a section in the HIPAA Rules means the section as in effect or as amended at the time this Addendum is executed or amended.

7.2 Amendment. The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

7.3 Interpretation. Any ambiguity in this Addendum shall be interpreted to permit compliance with the HIPAA Rules.

7.4 Indemnification. The Covered Entity and Plan Sponsor will indemnify and hold harmless Business Associate and any affiliate, officer, director, employee or agent of Business Associate from and against any penalties, claim, cause of action, liability, damage, cost or expense, including attorneys' fees and court or proceeding costs, arising out of or in connection with any failure of Covered Entity or Plan Sponsor to comply with the HIPAA Rules.

7.5 State Law. Nothing in this Addendum shall be construed to require Business Associate to use or disclose Protected Health Information without a written authorization from an Individual who is a subject of the Protected Health Information, or written authorization from any other person, where such authorization would be required under applicable state law for such use or disclosure. Covered Entity hereby acknowledges and agrees that it is Covered Entity's responsibility to inform Business Associate of any state law provisions that are more restrictive than HIPAA Rules.

7.6 No Third Party Beneficiaries. This Addendum is between the parties hereto. Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, any rights, remedies, obligations, or liabilities whatsoever upon any person other than Covered Entity, Plan Sponsor, and Business Associate and any respective successors and assigns.

CONTRIBUTION FILE ORIGINATION
AND FUNDING AGREEMENT EXHIBIT

WHEREAS, Employer has requested that the Bank permit Employer to submit and receive electronic signals for paperless debit and/or credit entries (an "Entry") by means of the Automated Clearing House ("ACH") Network from an account designated by Employer ("Account") to an account established at Bank pursuant to the terms of this Exhibit, the rules of the National Automated Clearing House Association and Appendices to such rules, and rules of the applicable local ACH Associations, as each may be amended from time to time (hereinafter together called the "Rules") or by means of wire transfer or other electronic Entry transmission methods the Parties may agree to from time to time.

WHEREAS, Bank is willing to act as an Originating Depository Financial Institution to initiate fund transfers from an Account via the ACH Network to an account at Bank, which will settle fees, debit card charges and/or reimburse participants via direct deposit for eligible expenses under the terms of a FSA, HRA and/or TBA, where applicable.

WHEREAS, Bank is willing to act as an Originating Depository Financial Institution or as a Receiving Depository Financial Institution to facilitate contributions by Employer to HSAs via the clearing account (Employer may choose between the Bank initiating fund transfers from an Account to the clearing account, or Employer initiating fund transfers from an Account to the clearing account via the ACH Network, wire transfer, or other electronic Entry transmission methods the Parties may agree to from time to time).

WHEREAS, Bank is willing to accommodate the Employer by processing the electronic Entries for fees or delivery to HSAs and/or reimbursement to participants or debit card settlements for eligible incurred expenses under an FSA, HRA or TBA.

NOW, THEREFORE, Employer and Bank agree as follows:

1. Entries. Employer will prepare and submit all electronic Entries to the Bank for a debit and/or credit to an Account (or related instructions) in accordance with agreed upon specifications, file submission methods, Bank cut-off hours, and transmission protocols. Employer will be solely responsible for the correctness, both as to content and form, of all information submitted to Bank by Employer. If any information is not readable, out of balance with collected and available funds as described in Section 4 below, out of balance with information in the file header, or otherwise unprocessable or nonconforming, Bank will promptly notify Employer and Employer must correct all applicable matters and resubmit the information in correct content and form to Bank before Bank will process or initiate any electronic transactions to or from the Account. By submitting Entries to Bank, the Employer instructs Bank to process all Entries received by Bank from Employer in accordance with the terms of this Exhibit.

2. Rules. Employer agrees to comply with and be bound by the operating Rules, as amended from time to time, as well as the terms of this Exhibit, and any other applicable rules or regulations including but not limited to the Electronic Fund Transfer Act, Regulation E and Article 4A of the Uniform Commercial Code ("UCC"), as same may be amended from time to time.

3. Statements. Bank shall not provide Employer with advices of electronic debits and/or credits against Employer's employees' accounts except to the extent it is required to do so by law or standard business practices.

4. Employer Funding Obligations. Bank is not obligated to process any Entry for fees or to an HSA or eligible reimbursements or debit card settlements unless the clearing account and/or Account, where applicable, contains a balance in collected funds sufficient to pay all electronic credit Entries submitted by Employer and Bank has received final settlement pursuant to UCC Section 4A-403(a). If Bank should elect to process any Entry for which it has not received final

settlement or payment pursuant to UCC Section 4A-403(a), the amount of such Entry, at the option of the Bank, shall become immediately due and payable by Employer to Bank, and Bank shall have the right to charge the amount thereof to Employer's clearing account or claim a refund from Employer.

If the clearing account includes excess undistributed funds for more than ninety (90) calendar days, Employer agrees that Bank may transfer some or all of such excess undistributed funds to Employer by sending Employer a check (addressed to Employer's most recent address associated with this Exhibit and the account on file at the Bank), or (in Bank's sole discretion) a wire transfer or an ACH (sent to Employer using the most recent Account and/or other pertinent information associated with this Exhibit and the account on file at the Bank). Employer acknowledges that any such wire transfer or ACH shall be governed by the laws of the State of Connecticut and that any credit given by Employer's depository institution for any such wire transfer or ACH is provisional until Employer's depository institution has received final settlement through a Federal Reserve Bank or otherwise has received payment as provided for in UCC Section 4A-403(a). In addition, if Employer's depository institution does not receive such payment for such wire transfer or ACH, Employer's depository institution will be entitled to a refund from Employer in the amount of the provisional credit to Employer's account for such wire transfer or ACH, and Bank will not be considered to have paid the amount of the wire transfer or ACH (as applicable) to Employer.

Settlement deadlines are set forth in Schedule A.

5. **Entry Notice**. Employer agrees to give notice to applicable customers of each credit Entry Employer instructs the Bank to process or initiate to any customer account. The Employer agrees to strictly comply with this provision.

6. **Warranties**. Employer hereby makes all applicable representations and warranties to Bank in connection with each Entry that Bank is required to make under the Rules and other provisions of this Exhibit for such Entry. Without limiting the foregoing, Employer warrants and agrees that: (a) each Entry is accurate, is timely, has been authorized by the party whose Account will be credited or debited and otherwise complies with the Rules and this Exhibit; (b) Employer has complied with all applicable pre-notification requirements and provisions of the Rules; (c) Employer shall not request or initiate any debit Entries from the account at Bank unless it has received prior written consent from Bank (which consent Bank may withhold in Bank's discretion); (d) Employer shall not request or initiate any debit Entries from its employee accounts unless it has received prior written consent from Bank (which consent Bank may withhold in Bank's discretion); (e) Employer shall not request or initiate any debit Entries that are authorized in advance by an employee to occur on a recurring basis, at substantially regular intervals, without further action required by the customer to initiate such debit Entries; and (f) Employer will comply with U.S. law in regards to origination of Entries including but not limited to sanctions enforced by the Office of Foreign Assets Control (OFAC). It shall further be the responsibility of Employer to obtain information regarding such OFAC enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline at 1-800-540-OFAC.) Each of these representations and warranties are ongoing and are made upon transmission of an Entry for such Entry.

Employer hereby agrees to indemnify and hold harmless Bank against any claim, demand, proceedings, losses, liabilities, expenses (including attorney's fees), and damages that Bank may incur as a result of Employer's breach of a representation or warranty, or Employer's failure to comply with this Exhibit or the Rules.

Bank shall comply with the Rules and all applicable federal and state laws and regulations as applicable to this Exhibit.

7. **Transmission Protocols**. Transmission protocols have been offered to Employer by Bank with respect to the Entries to be transmitted by Employer to Bank, and Employer has reviewed and accepted same as a commercially responsible method of providing security against unauthorized payment orders. Employer warrants that no individual will be allowed to initiate Entries in the absence of proper supervision and safeguards, and agrees to take reasonable steps to

maintain the confidentiality of the transmission protocols and any passwords, codes, security devices and related instructions provided by Bank from time to time in connection with the transmission protocols. If Employer believes or suspects that any such information or instructions have been known or accessed, disclosed or used by unauthorized persons, Employer agrees to notify Bank as soon as reasonably possible followed by written confirmation. The occurrence of unauthorized access will not affect any transfers made in good faith by Bank prior to actual receipt and processing of such notifications. Prior to actual receipt and processing of such notifications, Bank may conclusively presume that Entries transmitted by Employer to Bank using Bank's file transmission protocols are authorized by and effective against Employer. Employer agrees to comply with the file submission methods and security procedures described in The Electronic Enrollment Schedule and Security Procedure Schedule.

8. **No Cancellation or Amendment of Entries**. Employer shall have no right to cancel or amend any Entry/file after its receipt by Bank, except to the extent specifically agreed to by Bank in Bank's discretion on a case-by-case basis.

9. **Rejection of Entries**. Bank may reject any Entry which does not comply with the requirements of Sections 1, 2, 3, and 5 of this Exhibit or which contains an Effective Entry Date more than five (5) days after the business day such Entry is received by Bank. Bank also may reject any Entry: (a) if Employer fails to have sufficient funds to cover said Entry; and/or (b) for any reason if Bank in good faith believes that the Entry may be erroneous, fraudulent, or would violate applicable laws and regulations. Bank shall notify Employer: (a) by telephone; (b) by electronic transmission; or (c) in writing, of any such rejection no later than the business day such Entry would otherwise have been processed by Bank. Notices of rejection shall be effective when given. Bank shall have no liability to Employer by reason of the rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein.

10. **ACH Returns**. In addition to other rights provided to Bank under this Exhibit, Bank may suspend certain functionalities granted to Employer under this Exhibit in the event Bank becomes aware of ACH returns or reasonably suspects a breach of applicable transmission protocols has or may have occurred.

11. **Fees**. Bank reserves the right to charge a twenty-five dollar ($25.00) fee for any of the following: (a) returned Entries or files (can occur when the file is not formatted properly, the account or bank information is incorrect, or an account is closed); (b) correction work is required to fix information in a file, (the charge will be per Entry (i.e. destination account number or other associated information field) to be corrected); (c) reversals (which can occur if an account owner reports an unauthorized transaction to their bank (RDFI), the charge will be per reversed transaction); and (d) supplemental files or Entries that are generated to correct Entries that have already been submitted. Bank may change its fees from time to time upon thirty (30) days prior written notice.

12. **Liability**. THE BANK INCLUDING ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES SHALL NOT BE LIABLE FOR INTERRUPTION OF COMMUNICATION FACILITIES, ERRORS IN TRANSMISSION, SUSPENSION IN PAYMENTS BY ANOTHER BANK, WAR, EMERGENCY CONDITIONS, OR ANY SIMILAR OR DISSIMILAR CAUSES BEYOND THE REASONABLE CONTROL OF BANK.

THE BANK INCLUDING ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES SHALL NOT BE OBLIGATED OR RESPONSIBLE WITH RESPECT TO ANY ACT OR FAILURE TO ACT BY A CORRESPONDENT OR INTERMEDIARY BANK, WACHA, NACHA, A REGIONAL OR LOCAL AUTOMATED CLEARING HOUSE, OR ANY OTHER THIRD PARTY.

THE BANK INCLUDING ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES SHALL BE RESPONSIBLE ONLY FOR PERFORMING THE SERVICES EXPRESSLY PROVIDED FOR IN THIS EXHIBIT, AND SHALL BE LIABLE ONLY FOR ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PERFORMING THOSE SERVICES. IN NO EVENT SHALL THE BANK INCLUDING ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES HAVE ANY LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE WHICH THE EMPLOYER MAY INCUR OR SUFFER IN

CONNECTION WITH THIS EXHIBIT EVEN IF THE BANK HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

IF THE BANK: (A) FAILS TO PROCESS A TRANSACTION IN A VERIFIED FILE; (B) CAUSES AN INCORRECT AMOUNT OF FUNDS TO BE CREDITED TO A HEALTH SAVINGS ACCOUNT; OR (C) CAUSES FUNDS TO BE DIRECTED TO AN ACCOUNT THAT DOES NOT COMPLY WITH THE EMPLOYER'S VERIFIED ENTRY/FILE, THEN THE BANK WILL BE RESPONSIBLE FOR RETURNING ANY IMPROPERLY TRANSFERRED FUNDS TO THE EMPLOYER'S ACCOUNT AND FOR DIRECTING TO THE PROPER RECIPIENT ANY PAYMENTS OR TRANSFERS THAT WERE PREVIOUSLY MISDIRECTED OR NOT COMPLETED. THE RECREDITING OF EMPLOYER'S ACCOUNT AND THE REDIRECTING OF TRANSFERS SHALL CONSTITUTE THE BANK'S ENTIRE LIABILITY FOR INCOMPLETE OR INCORRECT TRANSFERS. THESE ARE EMPLOYER'S ONLY REMEDIES.

13. **Inconsistency of Name and Account Number**. Employer acknowledges that, if an Entry describes the receiver (such as an employee) inconsistently by name and Account number or social security number or other identifying number, payment and processing of the Entry may be made on the basis of the Account number or social security number or other identifying number even if it identifies a person different from the named receiver, in the Bank's discretion, or the Bank may choose to reject the Entry. Employer agrees that Bank has no obligation to review Bank records or otherwise determine whether an Entry describes a receiver inconsistently by name and by an identifying number, and may choose in Bank's discretion to process Entries based on identifying numbers instead of receiver names.

14. **Data Retention**. Employer shall retain data on file adequate to permit remaking of Entries for five (5) business days following the date of their original transmittal to Bank as provided herein, and shall provide such data to Bank upon its request.

15. **Tapes and Records**. All magnetic tapes, Entries, Bank security procedures and related records used by Bank for transactions contemplated by this Exhibit shall be and remain Bank's property. Bank may, at its sole discretion, make available such information upon Employer's request. Any reasonable expenses incurred by Bank in making such information available to Employer shall be paid by Employer.

16. **Evidence of Authorization**. Employer shall obtain all consents and authorizations required under the Rules and this Exhibit and shall retain such consents and authorizations for two (2) years after they expire.

17. **Miscellaneous**. Bank may amend the terms of this Exhibit from time to time by providing no less than ten (10) calendar days prior written notice to Employer. Notices may be sent by Bank via first class mail or electronically at Bank's option to Employer or an Authorized Representative (hereinafter defined) of Employer. In addition to other rights provided to Bank under this Exhibit, Bank shall have no obligation to transmit Entries if Employer is in default of any of its obligations under this Exhibit, including the obligation to pay Bank for each credit Entry. Bank shall be entitled to rely on any written or electronic notice believed by it in good faith to be signed or transmitted by one of the authorized representatives of Employer ("Authorized Representative") whose names, email addresses (if applicable), and signatures are provided to Bank by Employer. This Exhibit shall be governed by and construed in accordance with applicable federal law and the substantive law of the state of Connecticut without regard to principles of choice of law or conflicts of law. If any provision of this Exhibit is determined to be invalid, illegal, or otherwise unenforceable by a final, nonappealable decision of an arbitrator or a court having jurisdiction, that determination will not affect any other provision of this Exhibit; the invalid provision will be severed from this Exhibit, and all remaining provisions will continue to be enforceable by their terms and of full force and effect. Section captions are for convenience and reference purposes only and are not intended to limit the construction or effect of this Exhibit. The use of the singular in this Exhibit includes the plural, and vice versa. A "Business Day" is a day HSA Bank is open to the public for conducting substantially all of its business, other than Saturday, Sunday, or Federal Reserve Bank holidays. This Exhibit is for the sole benefit of Employer and Bank. No other third party shall be deemed to be a beneficiary of this Exhibit.

18. **Cooperation in Loss Recovery Efforts**. In the event of any damages for which Bank or Employer may be liable to each other or to a third party pursuant to the services provided under this Exhibit, Bank and Employer will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery and mitigation efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.

19. **Termination**. Either Party may terminate this Exhibit at any time. Such termination shall be effective fifteen (15) business days following the day of the other Party's receipt of written notice of such termination, or such later date as is specified in that notice. Any termination of this Exhibit shall not affect any of the Parties' rights or obligations with respect to Entries initiated by Employer prior to such termination, or the payment obligations of Employer with respect to services performed by Bank prior to termination, or any other obligations that by their nature or by their terms survive termination of this Exhibit, including other agreements between Employer and Bank. Notwithstanding any foregoing language that may be to the contrary, Bank may terminate this Exhibit with three (3) business days prior written notice for any breach of the Rules by Employer or immediately in the event Bank becomes aware of ACH returns or unauthorized Entries.

20. **Audit**. Upon reasonable notice to Employer, Bank shall have the right to perform an audit, at its expense, for the purpose of determining Employer's compliance with the Rules and this Exhibit.

21. **Entire Exhibit**. This Exhibit is the complete and exclusive statement of the agreement between Bank and Employer with respect to the subject matter hereof and supersedes any prior agreement(s) between Bank and Employer with respect to such subject matter. In the event of any inconsistency between the terms of this Exhibit and the Employer's clearing account agreement (if applicable), the terms of this Exhibit shall govern. In the event performance of the services provided herein in accordance with the terms of this Exhibit would result in a violation of any statute, regulation or government policy to which Bank is subject, and which governs or affects the transactions contemplated by this Exhibit, then the Exhibit shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Bank shall incur no liability to Employer as a result of such violation or amendment. No course of dealing between Bank and Employer will constitute a modification of this Exhibit, the Rules, or any Entry transmission protocols or constitute an agreement between the Bank and Employer regardless of whatever practices and procedures Bank and Employer may use.

SCHEDULE A
BANK SETTLEMENT DEADLINES

Credit/Debit Entries

File Transmission and ACH debit from Employer's account: until 11:00 am Central Time on the Business Day of receipt of the file. Bank will initiate the ACH for those files received prior to 11 a.m. Central Time on the same Business Day; otherwise Bank will initiate the following Business Day. Completion of an initiation will be the next Business Day.

Funds Receipt: Two (2) Business Days to file transmission receipt and processing from the date of the ACH completion.

"Business Day" is a day Bank is open to the public for conducting substantially all of its business, other than Saturday, Sunday, or Federal Reserve Bank holidays.

"Effective Date" must be a Business Day or the record will be processed on the first Business Day following the effective date.

The Bank may transmit the electronic credit and/or debit by electronic communication or by such means the Bank deems appropriate to convey the Employer Entries.

Please note: HSA Bank will provide a more detailed Implementation Timeline to Broward County upon finalist selection.

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HSA Bank Standard Implementation Plan

We have a wealth of experience in implementing programs for employers of various sizes and complexities. Our implementations follow a timeline to ensure documentation of important decisions, processes, and requirements as we move through the onboarding process. You will be assigned an Implementation Specialist, who will guide you through the implementation process, manage deliverables and execution of work, and engage additional team members as needed throughout the project lifecycle.

When working with a partner, we use a consultative approach to project planning. We will work closely with you to customize your implementation plan based on your needs. Once developed, your custom plan with HSA Bank will provide a review of timelines, dependencies and best practices.

The below timeline is a high-level overview of HSA Bank's standard employer implementation process. Depending upon complexity, the average implementation cycle is 8 to 12 weeks.

For implementations that include additional components, such as claims files, custom files, SSO, and web services, please plan for an additional 4 to 6 weeks to care for adequate testing.

Stage One – Planning and Set-up
• Conduct the Implementation kick-off meeting: Validate scope, provide a high-level overview of the following: HSA Bank Onboarding Process, product knowledge training, IRS regulations, project roles, expectations and establish the meeting frequency.
• Review the operational process for enrollment and contribution methods and determine the go forward solution.
• Determine plan to migrate existing HSA and FSA accounts (as needed).
• Develop a comprehensive implementation project timeline, review with client and secure sign off.

Stage Two – Technical Configuration and Testing
• Complete an in-depth review of operational process for enrollment and contributions method. Review file specifications, and conduct meetings with all appropriate parties to establish file feed(s), as needed. HSA Bank will engage client IT contacts, vendor IT contacts, client HRIS and Payroll Partners as needed.
• Conduct product training for client HR/Business Team(s). In addition, we offer the following as needed for support: Specific training to address client questions or gaps during ongoing meetings, online webinars, and/or self-directed flash presentations.

Stage Three – Contribution and Enrollment Implementation and Testing
• Partner with you or your HRIS/Payroll vendor to develop and test files to send enrollments, updates, and contributions to HSA Bank. If you are using our electronic transfer method, our standard file formats allow you to leverage all our system capabilities with minimal intervention.

Stage Four – Launch

• Send enrollments to HSA Bank based on your selected method (file feed/portal upload). for HSA sent to HSA Bank based on chosen method.

• Process and post enrollments. Welcome kits and debit cards are sent automatically as soon as the enrollments are processed.

• Post payroll contributions and employer funding upon receipt.

• Partner with client's current custodian to transfer HSA Funds to HSA Bank for specified account holders as needed.

Performance Measures Questionnaire

Third Party Administration of Health Savings, Health Reimbursement, and Flexible Spending Accounts

VENDOR NAME:	**HSA Bank, a division of Webster Bank, N.A.**

INSTRUCTIONS: Vendors should download this fillable form from Periscope S2G, complete, and upload to Periscope S2G. Vendors are **required** to review and indicate their agreement to the Performance Measure by indicating either "Yes" or "No" to the Performance Measure and Proposed Deduction along with an explanation (if necessary) to all Performance Measures (Items Nos. 1-13). Please refer to the **Special Instructions to Vendors** for additional information.

PERFORMANCE MEASURE	AGREE TO MEASURE	IF NO, PROPOSE ACCEPTABLE MEASURE	PROPOSED DEDUCTION	AGREE TO DEDUCTION	IF NO, PROPOSE ACCEPTABLE DEDUCTION
1. Implementation Commitment: **I**mplementation meetings will be held with the County to discuss program details and implementation strategy. Implementation will be managed in accordance with a customized implementation plan, that will include: • Time parameters • Pertinent steps • Agreed upon timeframes for each step • Plan adjustments made from time to time as mutually agreed upon by Policyholder and Vendor 100% of action items assigned to Vendor will be completed or delivered by the due date indicated in the implementation plan provided there are no delays caused by the County not meeting their due dates. **(FOR FIRST YEAR ONLY)**	☒ Yes ☐ No		$250 per calendar day for missed deadline.	☐ Yes ☒ No	Please see our provided Performance Standards.

Performance Measures Questionnaire

Third Party Administration of Health Savings, Health Reimbursement, and Flexible Spending Accounts

PERFORMANCE MEASURE	AGREE TO MEASURE	IF NO, PROPOSE ACCEPTABLE MEASURE	PROPOSED DEDUCTION	AGREE TO DEDUCTION	IF NO, PROPOSE ACCEPTABLE DEDUCTION
2. Section 125 Summary Plan Description (SPD): Provide a Customized Premium Only Plan (POP) Section 125 SPD within 60 days of approval of draft from County. (Measured and reported annually)	☒ Yes ☐ No		0.25% of cumulative total sum of monthly billing administration fees paid during the applicable Contract Year. Reported annually, billed annually.	☒ Yes ☐ No	Please see our provided Performance Standards
3. Open Enrollment Meetings: County will schedule open enrollment benefit information sessions at various locations and times. County will provide Vendor with a list of locations and times at least two (2) weeks prior to the commencement of the first enrollment briefing. County requires that at a minimum one (1) representative, at Vendor's expense, participate in every information session requested by County to explain benefits and plan information. Representative must have excellent knowledge of the County's Health Savings, Health Reimbursement, and Flexible Spending Accounts and plan information. (Measured and reported annually)	☒ Yes ☐ No		$250 per location missed during scheduled open enrollment period.	☐ Yes ☒ No	Please see our provided Performance Standards

Performance Measures Questionnaire

Third Party Administration of Health Savings, Health Reimbursement, and Flexible Spending Accounts

PERFORMANCE MEASURE	AGREE TO MEASURE	IF NO, PROPOSE ACCEPTABLE MEASURE	PROPOSED DEDUCTION	AGREE TO DEDUCTION	IF NO, PROPOSE ACCEPTABLE DEDUCTION
4. Electronic File Transfer: All error-free eligibility, enrollment, and deposit data files provided by the County will be loaded into the Third Party Administrator's system 98% error-free within two (2) business days of receipt. An error report must be provided to the County following validation and processing of the data within 24 hours. (Measured and reported quarterly)	☒ Yes ☐ No		$250 per business day for failure to meet this guarantee.	☐ Yes ☒ No	Please see our provided Performance Standards
5. Speed to Answer Calls: 90% of incoming calls from members and County Benefits staff will be answered by customer service within 35 seconds. (Measured and reported quarterly)	☒ Yes ☐ No		0.25% of cumulative total sum of monthly billing administration fees paid during the applicable quarter. Reported quarterly, billed annually.	☐ Yes ☒ No	Please see our provided Performance Standards
6. Abandonment Rate: 95% of all telephone calls from members and County benefits staff in queue will connect to a customer service representative. (Measured and reported quarterly)	☒ Yes ☐ No		0.25% of cumulative total sum of monthly billing administration fees paid during the applicable quarter. Reported quarterly, billed annually.	☐ Yes ☒ No	Please see our provided Performance Standards

Performance Measures Questionnaire

Third Party Administration of Health Savings, Health Reimbursement, and Flexible Spending Accounts

PERFORMANCE MEASURE	AGREE TO MEASURE	IF NO, PROPOSE ACCEPTABLE MEASURE	PROPOSED DEDUCTION	AGREE TO DEDUCTION	IF NO, PROPOSE ACCEPTABLE DEDUCTION
7. Claims Processing Standards: 98% of error-free claims will be processed within three (3) business days of receipt. (Measured and reported quarterly)	☒ Yes ☐ No		$250 per business day for failure to meet this guarantee.	☐ Yes ☒ No	Please see our provided Performance Standards
8. Claims Financial Accuracy: Financial accuracy standard will be 95% of County specific claims. (Measured and reported quarterly)	☒ Yes ☐ No		0.25% of cumulative total sum of monthly billing administration fees paid during the applicable quarter. Reported quarterly, billed annually.	☐ Yes ☒ No	Please see our provided Performance Standards
9. Interactive Voice Response System (IVR) and Web Access will be available to the employee and the County 98% of the time it is accessed, except for scheduled maintenance. (Measured and reported quarterly)	☒ Yes ☐ No		0.25% of cumulative total sum of monthly billing administration fees paid during the applicable quarter. Reported quarterly, billed annually.	☐ Yes ☒ No	Please see our provided Performance Standards
10. Reporting: Provide 100% of quarterly and annual reports within forty-five (45) days after the close of the reporting period. (Measured quarterly)	☒ Yes ☐ No		$250 per business day for failure to meet this guarantee.	☐ Yes ☒ No	Please see our provided Performance Standards
11. Service Meetings: Semiannual meetings, in person or virtually, will be prescheduled and attended	☒ Yes ☐ No		0.25% of cumulative total sum of billing	☐ Yes ☒ No	Please see our provided

Performance Measures Questionnaire

Third Party Administration of Health Savings, Health Reimbursement, and Flexible Spending Accounts

PERFORMANCE MEASURE	AGREE TO MEASURE	IF NO, PROPOSE ACCEPTABLE MEASURE	PROPOSED DEDUCTION	AGREE TO DEDUCTION	IF NO, PROPOSE ACCEPTABLE DEDUCTION
by Vendor to review plan performance and service delivery. (Measured and reported semiannually.)			administration fees paid during the applicable Contract Year. Reported semiannually, billed annually.		Performance Standards
12. Member Satisfaction: Conduct annual survey based upon agreed negotiated survey method (at least annually), frequency, rating and population (County only or Book of Business). (Measured and reported annually).	☒ Yes ☐ No		0.25% of cumulative total sum of billing administration fees paid during the applicable Contract Year. Reported annually, billed annually.	☐ Yes ☒ No	Please see our provided Performance Standards
13. Account Management Scorecard: Benefits staff will be satisfied that the service delivered by the Account Management Team qualifies as a "solid performance that generally meets requirements" (3.0) or higher as defined in the Account Management Scorecard below. (Measured and reported annually)	☒ Yes ☐ No		0.50% of cumulative total sum of billing administration fees paid during the applicable Contract Year. Reported annually, billed annually.	☐ Yes ☒ No	Please see our provided Performance Standards

Performance Measures Questionnaire

Third Party Administration of Health Savings, Health Reimbursement, and Flexible Spending Accounts

ACCOUNT MANAGEMENT SCORECARD

County is expected to provide feedback annually to Provider via this scorecard. If feedback is not provided on this measure, the assumption is that the measure was met by Provider.

Each measurement will be scored on a scale of one (1) to four (4):

4 points = Exceeds Expectations
3 points = Meets Expectations
2 points = Less than Expectations
1 point = Significantly less than Expectations

The annual goal is a score of three (3) or greater in each item.

Measurement	Rating (1-4)
1. Communication: Responds to telephone messages and emails provided within one (1) business day.	
2. Issue Resolution: Acknowledges issues within one (1) business day and resolves them in a timely manner. Resolution timeframe will be determined jointly between Provider and Contract Administrator on a case-by-case basis.	
3. Meetings: Conducts status/review meetings at mutually agreed upon appointments. Identify new program opportunities and innovations on the horizon.	
4. Enrollment and other Employee Meeting Support: Provide adequate staffing for open enrollment and other employee facing meetings.	
Average Score:	

Please sign below (by signing or typing in your name) acknowledging the Performance Measures Items Nos. 1-13.

Authorized Signature: Rob Banuelos **Date:** 8/15/2023

Plan Design Questionnaire

Third Party Administration of Health Savings, Health Reimbursement, and Flexible Spending Accounts

VENDOR NAME:	**HSA Bank, a division of Webster Bank, N.A.**

INSTRUCTIONS: Vendors should download this fillable form from Periscope S2G, complete, and upload to Periscope S2G in Word format. Vendors are **required** to review the plan design items listed herein and indicate "Yes" or "No" or respond, as necessary. Please refer to the **Special Instructions to Vendors** for additional information.

ITEM	DESCRIPTION	VENDOR'S RESPONSE
GENERAL PLAN DESIGN QUESTIONS		
1.	Describe Proposer's interactive, on-line, decision-making tools that will allow accountholders to access calculators to assist in planning & utilization of spending accounts.	HSA Bank delivers dozens of new features each year for our clients and, considering our passion around employees owning their health, our investment in these areas will continue to grow. Please note some enhancements available to employees and employers below: Health & Wealth IndexSM and Health & Wealth IndexSM Calculator: The calculator uses responses to a few simple questions to generate a unique health and wealth engagement score with personalized recommendations for how employees can increase both physical and financial health. Even employees who understand HSA basics often have a hard time determining how much money they should put into their HSA. The report allows employers an opportunity to measure against the industry as a whole. HSA Contribution Calculator: This calculator helps employees understand how much one should contribute based on specific employee needs and allowances. HSA Savings Calculator: This calculator shows your employees how to easily determine the right amount to deposit into their HSA to achieve their savings goals. HSA Bank's Health Plan Comparison Calculator: Empowers employees to compare the true costs involved in each of their specific health plan options to determine whether an HSA-eligible plan is the right choice. Employees can compare the respective costs—health insurance premiums, deductibles, out-of-pocket maximums—and the unique savings potential of the HSA—tax-free deposits, tax-deferred growth, and tax-free use of HSA money for IRS-qualified healthcare expenses—to make an informed choice about which

ITEM	DESCRIPTION	VENDOR'S RESPONSE
		health plan is right for them. HSA & 401(k) Contribution Calculator: Help employees take the guesswork out of contributions with the easy-to-use HSA & 401(k) Contribution Calculator. The calculator estimates how much employees may want to contribute to both.
2.	Describe Proposer's accountholder (employee) portal. Include all functionality such as access to educational materials, available benefits, account balances, claims history, etc.	Employers have access to our Employer Administration Site, which offers multiple tools and reports that make it easy to manage their HSA program. A resources section on the site provides quick access to frequently used member forms. HSA Bank's enhanced website is designed with you in mind. Key outcomes our portal drives: • Increases confidence in your HR Team. Always know if your program is successful and meeting your goals. • Quick, easy and intuitive access for key administrative tasks. Retrieve employee information, enroll new accounts, or fund existing accounts in a few clicks. • Clearly understand if employees are using getting the most from their products. Get help identifying areas to focus on (e.g., investment usage, beneficiary assignment, claim submission and substantiation, discount program usage, etc.). • Lower employer/company healthcare costs through program optimization. Increase enrollment into the right plans for employees leveraging decision support and open enrollment resources. • Optimize plan designs. Obtain key data points, metrics, and analysis to influence plan design changes (deductibles, employer contribution impact, etc.). • Know where you stand amongst your peers. Benchmark reporting helps to add a dimension to program analysis to inform key benefits decisions in the future. • Lower employee healthcare costs and increase tax savings for your company and employees. Drive

ITEM	DESCRIPTION	VENDOR'S RESPONSE
		employee engagement by identifying the optimal product sets based on employee demographics and behavior. Know when to promote the HSA Marketplace where employees can save up to 80% on certain healthcare expenses. • Always know about regulatory updates, key events, open enrollment resources, and more. The Employer Resource Center offers a one-stop repository of tools and communications you can use to help educate your employees and increase employee HSA adoption. This unique resource provides access to all of the necessary tools to make the management and administration of your health accounts seamless. Included are links to videos and webinars as well as educational materials, forms, reporting, and other administrative information. Please visit www.hsabank.com/ResourceCenter for more information. HSA Bank also generates a number of reports for you and posts them directly to the Employer Administration Site for easy access.
3.	Describe Proposer's mobile app (Apple and Android), if available, for all accounts and the functions it will allow accountholders to access: view account balances, deposits, and payments, submit claims for reimbursement, view purchases, view account alerts, access contact information for customer service. In addition, for HSA members, deposit or withdraw funds, pay provider directly, and manage beneficiary(s).	The HSA Bank Mobile App enables members to access to the same account information they would typically view on a desktop computer. Members can download the mobile app for easy access to their account information on the go. They can use their iOS or Android-powered device to check available account balances and view transaction details. They can also submit claims, save and store receipts using their device's camera, receive their account balance, and configurable text alerts on any mobile device. The HSA Bank Mobile App is a free download. Employees should check with their wireless provider for any associated mobile data charges. In an effort to be the first administration with a truly "all-mobile" multi-account product, we lead the industry by introducing Apple Pay, Google Pay, and Samsung Pay for our HSA Bank branded health debit cards back in in 2017. Members can pay for IRS-qualified

ITEM	DESCRIPTION	VENDOR'S RESPONSE
		medical expenses both in-store and online through in-app purchases using their mobile wallet and a fingerprint or facial ID. As the most secure way to make a healthcare purchase, actual card numbers are never shared with merchants or stored on the device, and cashiers never see the card number or security code when members use their debit card through Apple Pay, Google Pay, or Samsung Pay. Members no longer need to use our website or debit card based on their preferences. For example, when a member visits the pharmacy, they can use the HSA Bank Mobile App to check their balance, view recent transactions, and browse a list of IRS-qualified medical expenses. Once they confirm that sufficient funds exist and that their expenses are qualified, they can use their device to pay using their mobile wallet. Below is a full list of our mobile functionality: • New user log-in view and agreement of terms and conditions • Cash and Investment Balances • Pay Bills • Make a contribution (existing bank account) • Recent Transactions • Update electronic preferences • Quick Links (I want to) • YTD Contributions and Distributions Totals • Make a distribution • Add a payee • Manage Expense - Add an expense, Pay an expense • View Statements - Monthly HSA account Summary, Tax Statements • Manage password • Report card lost/stolen • Fingerprint Login • Take a picture of receipt and upload

Plan Design Questionnaire
Third Party Administration of Health Savings, Health Reimbursement, and Flexible Spending Accounts

ITEM	DESCRIPTION	VENDOR'S RESPONSE
		• Eligibility Product Scanner Using the browser of your choice, please visit the link below for a click-through demo of our HSA Bank Mobile App. Please note that the app does not require a password. Some elements of the demo site may not be fully functional. https://projects.invisionapp.com/share/BCRSGSE36SE#/screens/360813671_Login_Screen HSA Bank is happy to set up a custom demo of our Member Website, the Employer Administrative Site, and our Mobile App at your convenience.
4.	Describe the types of statements provided to accountholders including frequency and method.	HSA Bank provides monthly HSA statements that include employer and employee contribution and withdrawal transaction history. Members can access real-time transactions at any time through the Member Website or our HSA Bank Mobile App. Employee monthly FSA statements include credits, debits, issued checks, and ending balances.
5.	Does Proposer provide a proprietary debit card or is a subcontracted debit card vendor used? If so, which one?	The processing technology for the HSA Bank Health Benefits Debit Card is not proprietary. The debit card is issued by HSA Bank, a division of Webster Bank, pursuant to a license agreement with VISA. Fidelity National Information Services, Inc. (FIS) provides the transaction processing service. HSA Bank works closely with FIS to refine our debit card program regarding various payment networks that accept the card, authorized transaction types, fraud protection, and dispute resolution. Webster Bank, N.A. is responsible for daily settlements with the various networks on which the debit card is available.
HEALTH REIMBURSEMENT AND FLEXIBLE SPENDING ACCOUNTS		
6.	Describe Proposer's ability to adjudicate claims through the FSA Medical account first when an accountholder is enrolled in both an FSA Medical and a Health Reimbursement Account.	In a "stacked" account situation, the employer determines which account reimburses first and second. This is an employer-level selection and cannot be changed by the employee. If the employer does not decide, the HSA Bank default is to have the FSA reimburse claims first.

Plan Design Questionnaire

Third Party Administration of Health Savings, Health Reimbursement, and Flexible Spending Accounts

ITEM	DESCRIPTION	VENDOR'S RESPONSE
7.	Indicate the methods by which an employee can submit a claim for reimbursement or substantiation for the FSA and HRA.	Participants can use the following manual methods to submit claims: • Fax • U.S. Mail • Scanned/upload • Mobile claims with photo substantiation submission. • Online via claim entry for consumer to choose to apply against a plan within the Member Website. Once substantiated, claims are processed (adjudicated and keyed) within two business days. Reimbursement is made the following business day
8.	What is Proposer's minimum reimbursement amount and reimbursement frequency for claims submitted for reimbursement?	The minimum reimbursement amount is $5.00. HSA Bank processes claims and generates reimbursements daily, excluding weekends and national holidays.
9.	Describe Proposer's notification process for claim denials and claim appeals.	The member receives a Notification of Denied Claim outlining the reason for the denial and the member's right of appeal. The notification is sent first-class mail to the member's address on file with HSA Bank. If the member has elected to receive email notifications, the member receives an email explaining that a Notification of Denied Claim is available on the HSA Bank Member Website. Members can always view a Notification of Denied Claim on the Member Website. Call center representatives have access to claim denial information. During the call, representatives can clarify for members why a claim has been denied and explain the information and documentation that is required for substantiation.
10.	What are the options for accountholders to receive HRA and FSA reimbursements?	Members can choose to receive reimbursement by paper check or direct deposit.
11.	Can account holder pay a provider online directly from their HRA or FSA?	☒Yes ☐ No
12.	Describe Proposer's ability to auto adjudicate health claims with a defined copay.	HSA Bank offers three methods for auto-substantiation of debit card transactions: **Inventory Information Approval System (IIAS**) – Used for the auto-substantiation of debit card transactions at

ITEM	DESCRIPTION	VENDOR'S RESPONSE
		the point of sale at pharmacies participating in this program. **Copay Matching** – An employer provides HSA Bank with any copayments in the underlying health plan, which are loaded into our administrative platform. When a transaction amount matches a copayment or up to five times the amount of that copayment, the transaction is auto-substantiated. **Recurring Substantiation** – When members have repeated visits to a provider and the cost of that service is the same each time, the member's transactions are auto-substantiated after the member substantiates the initial transaction. When substantiating the initial transaction, members need to indicate that the transaction will be a recurring expense. HSA Bank can accept health plan claim files allowing for claims processed from plans (medical, dental, vision, and Rx) to be auto-adjudicated, auto-substantiated, and reimbursed from the HRA or FSA. Members can select automatic reimbursement when a new claim is processed or receive an email or text notification on the availability of a new claim on the HSA Bank Member Website
13.	Describe the process for collecting money from participants when they fail to submit receipts. What parts of the process does Proposer manage, and what is the employer responsible for?	If the member's debit card transaction does not auto-substantiate, HSA Bank sends a series of letters or emails to the member requesting substantiation. If the member provides substantiation, the transaction is confirmed. If the member fails to provide substantiation, the debit card is suspended at the end of that process. The debit card claim is denied and HSA Bank requests that the member repay the plan for the transaction. HSA Bank offers three options for members to repay the plan in overpayment situations: **Claims Offset** – After the claim is denied and repayment requested by HSA Bank, manual claims (online, mobile app, mail, fax) submitted by the employee and approved by HSA Bank are used to offset the overpayment amount. For example, an employee has a $75 overpayment and submits a $75 manual claim. The manual claim is approved, but the reimbursement

ITEM	DESCRIPTION	VENDOR'S RESPONSE
		amount is used to offset the unsubstantiated claim. As a result, the employee receives no reimbursement. The $75 repays the plan for the overpayment. **ACH Repayment** – Members can initiate an electronic repayment to the plan on the HSA Bank Member Website by selecting the transaction and choosing "Repay." The member is required to provide their bank routing and account numbers to complete the repayment. **Personal Check** – Members can mail a personal check to HSA Bank for the overpayment amount. If the member's debit card transaction does not auto-substantiate, HSA Bank sends a series of letters or emails to the member requesting substantiation. If the member provides substantiation, the transaction is confirmed. If the member fails to provide substantiation, the debit card is suspended at the end of that process. The debit card claim is denied and HSA Bank requests that the member repay the plan for the transaction.
14.	Describe the process of turning off the card if an accountholder fails to submit receipts when asked. What is the timing of this and how does Proposer communicate with the accountholder that this is happening?	If the member's debit card transaction does not auto-substantiate, HSA Bank sends a series of letters or emails to the member requesting substantiation. If the member provides substantiation, the transaction is confirmed. If the member fails to provide substantiation, the debit card is suspended at the end of that process. The debit card claim is denied and HSA Bank requests that the member repay the plan for the transaction
15.	Describe Proposer's processes for the following:	
	a. Process to replace reimbursement checks or direct deposits into closed accounts.	Should the member link their bank account to their HSA Bank consumer portal, they can reimburse themselves directly on their portal and file the claim with the pay "MYSELF" option
	b. Handling of checks that have been voided.	Should a member submit for reimbursement and HSA Bank issues a reimbursement check, we will send that check to the address on file associated with the account. If the check goes stale (180 days) we will void the check and issue those dollars back to the employer. If the member calls our call center, they can request the claim be reprocessed and a new check sent

ITEM	DESCRIPTION	VENDOR'S RESPONSE	
	c. Process and timeframe to replace lost or stolen checks.	If a check is not received by a member, we place a stop payment and issue a new check to the member. The time frame for this process is no longer than 15 days.	
16.	Does Proposer's debit/credit card work with the Flexible Spending Dependent Day Care Account?	☒Yes ☐ No	Our debit card will recognize both the expense and merchant category where it is used, eligible expenses will pull from the correct account purse. For example, a medical, dental or vision expense will pull from the Healthcare FSA and a daycare expense from a daycare center, for example, will pull from the Dependent Care FSA. The debit card may not work for all daycare expenses, for a personal daycare provider for example, so employees can also submit and substantiate claims through the Member Website or the HSA Bank Mobile App. The myHealth PortfolioSM dashboard gives employees a holistic view of their health care spending, and account features and options can be customized based on employee and employer preferences. The other difference in administration of the two plans is that due to the "uniform coverage rule", the full election amount for an employee's Healthcare FSA is available on the first day the plan is active, whereas the Dependent Care FSA funds are only available for reimbursement after they have been contributed into the account
HEALTH SAVINGS ACCOUNTS			
17.	Is there a daily spending limit on HSA debit/credit purchases? If yes, please indicate daily amount.	☒Yes ☐ No	Amount: HSA Bank imposes the following daily maximum limits on the HSA Bank Health Benefits Debit Card to protect members against fraudulent

Plan Design Questionnaire

Third Party Administration of Health Savings, Health Reimbursement, and Flexible Spending Accounts

<table>
<tr><th>ITEM</th><th>DESCRIPTION</th><th colspan="2">VENDOR'S RESPONSE</th></tr>
<tr><td></td><td></td><td></td><td>activity:
$25,000 at healthcare merchants
$3,500 at non-healthcare merchants
$300 for cash withdrawals</td></tr>
<tr><td>18.</td><td>Name of banking partner for HSA accounts.</td><td colspan="2">Not applicable, as HSA Bank is both bank and administrator of our accounts.</td></tr>
<tr><td>19.</td><td>Are returns/credits from providers allowed? If yes, describe process.</td><td>☒Yes ☐ No</td><td>If the member overpays a claim or pays a claim in error, they can complete HSA Bank's HSA Contribution Form with the Mistaken Distribution box checked to redeposit the funds that were removed inadvertently. Additionally, the Distribution Reversal Form is submitted with the check from the account holder and the funds are returned to the account</td></tr>
<tr><td>20.</td><td>Are over-the-counter IRS approved items allowed to be purchased using debit/credit card?</td><td>☒Yes ☐ No</td><td>Confirmed.</td></tr>
<tr><td>21.</td><td>What is Proposer's process for notifying accountholder and County when verification through the Patriot Act fails?</td><td>☒Yes ☐ No</td><td>CIP processing is an automated procedure that is part of the account opening process, so it happens in real time as accounts are being opened. If a member fails CIP, the first communication is sent within 96 hours</td></tr>
<tr><td rowspan="2">22.</td><td colspan="3">Interest:</td></tr>
<tr><td>a. What is the interest rate for your HSA Cash Account? How is it calculated?</td><td colspan="2">The HSA Bank cash account is FDIC insured. Once the average balance is achieved for the month, the entire balance is calculated on the rate offered for that tier.
<table>
<tr><td>Tier</td><td>Rate</td></tr>
<tr><td>< $5,000</td><td>0.05%</td></tr>
<tr><td>$5,000 - $24,999</td><td>0.15%</td></tr>
<tr><td>$25,000 - $49,999</td><td>0.30%</td></tr>
<tr><td>$50,000+</td><td>0.50%</td></tr>
<tr><td colspan="2">*Effective October 1, 2022</td></tr>
</table></td></tr>
</table>

ITEM	DESCRIPTION	VENDOR'S RESPONSE	
	b. Does Proposer retain any portion of the interest earned on the Cash Accounts? If yes, explain how the Proposer utilizes the funds.	☐Yes ☒ No	Not applicable.
	c. Does the interest rate vary based on the size of the account balance? If so, describe amount and interest rate per tier.	☒Yes ☐ No	See above 22.a's response.
23.	Investment Opportunities:		
	a. Describe your current investment options available to HSA accountholders and the associated rate of returns.	HSA Bank's self-directed mutual fund program, supported through a partnership with Devenir, includes a fund lineup of 30 no-load, low-cost funds. Our self-directed brokerage investment option, offered through Charles Schwab, offers thousands of no-load mutual funds	
	b. Proposer should provide most recent Fund Performance Report.	See attached HSA Bank Investment Options.	
	c. If you are planning changes to the investment options during the next calendar year, please describe those changes that may apply to accountholders.	Not applicable.	
	d. What percentage of the fund options are no-load or load-waived funds?	HSA Bank's self-directed mutual fund program, supported through a partnership with Devenir, includes a fund lineup of 30 no-load, low-cost funds. Our self-directed brokerage investment option, offered through Charles Schwab, offers thousands of no-load mutual funds	
	e. If there are Investment Asset Based Fees, please list dollar range and fee percent (example: $0.01 - $20,000 – 0.02%)	HSA Bank does not charge a monthly maintenance fee for members who invest their HSA funds. The Devenir mutual fund investment program includes an annual 0.30% asset-based fee, which is charged quarterly. Trading fees may be applied by Charles Schwab for certain investment transactions: *https://www.schwab.com/public/file/P-12531920*.	
	f. Describe any minimum liquidity requirements and account balance requirements for the other stock/mutual funds offered.	There are no minimum liquidity requirements for the mutual funds offered in the Devenir Mutual Fund Investment Program. Charles Schwab does not set any minimum liquidity requirements for the brokerage account, nor do they	

Plan Design Questionnaire

Third Party Administration of Health Savings, Health Reimbursement, and Flexible Spending Accounts

ITEM	DESCRIPTION	VENDOR'S RESPONSE	
		set minimum initial purchases for stocks or mutual funds.	
	g. Describe any minimum HSA balance threshold you recommend before an accountholder may transfer funds or seek investment opportunities.	To help members retain an adequate balance in their HSA cash account to cover short-term medical expenses, a minimum balance of $1,000 in the HSA Bank cash account is required to enroll in an investment account. Only funds above the $1,000 threshold in the HSA Bank cash account can be invested. All funds in the HSA Bank cash account are FDIC insured up to maximum coverage limits imposed by law.	
	h. Is there an automatic sweep option available to move funds from cash account to investment account (when cash account reaches balance of $x)?	☒Yes ☐ No	Our automatic sweep function allows members to move funds from the HSA cash account to the investment account.
	i. Is there an automatic sweep option available to move funds from an investment account to a cash account (when dollars are needed in cash account to cover health care expenses)?	☐Yes ☒ No	No. Our automatic sweep function allows members to move funds from the HSA cash account to the investment account. Transfers may be manually initiated from the investment account to the HSA cash account. This helps the accountholder manage which investments to liquidate when cash is needed for qualified medical expenses
	j. Is the accountholder able to turn the sweep function on/off throughout the year?	☒Yes ☐ No	Yes. Auto-sweep can be turned on/off at any time during the year at the accountholder's discretion.
	k. Does the HSA administrator engage the services of an independent investment advisor to review the quality and appropriateness of HSA investment fund options on a periodic basis? If so, what is the name of the investment advisor used for this review service and how often is the review conducted?	☒Yes ☐ No	Yes. HSA Bank's registered investment advisor, Devenir Investment Advisors, LLC, reviews the fund line up on a quarterly basis
24.	List member-paid transactional fees associated with the HSA Account:		
	a. Non-Sufficient Funds (NSF) Fee:	HSA Bank does not charge a non-sufficient funds fee. Overdraft protection is not currently available; however, we encourage members to establish email and/or text account alerts based on a specific balance threshold to prevent account overdrafts	

Plan Design Questionnaire

Third Party Administration of Health Savings, Health Reimbursement, and Flexible Spending Accounts

ITEM	DESCRIPTION	VENDOR'S RESPONSE
	b. Monthly Account Maintenance Fee for Terminated Member:	HSA Bank does not charge a Terminated Member fee.
	c. Returned Deposit Item Fee:	HSA Bank does not charge a fee for deposited checks that are returned.
	d. Paper Statement Fee:	HSA Bank provides free monthly electronic account summary statements that members can access through the Member Website. Members can elect to receive monthly paper statements for the Health Savings Account (HSA) at a cost of $1.50 per statement. Paper statements are not available for the Flexible Spending Account (FSA), Health Reimbursement Arrangement (HRA), or Commuter account
	e. HSA Close Fee:	HSA Bank's close account fee is $25.00 per account. Under certain circumstances, if there is a mass transfer to a new custodian, the fee may be reduced or paid by the employer
	f. Bulk Transfer Fee per member to a new vendor if paid by the County.	No fee.
	g. Individual Transfer Fee if member moves their account outside of the Bulk Transfer, or after termination of employment.	No fee.
	h. Stop Payment (per check) Fee	HSA Bank does not charge a fee for stop-payment requests
25.	**List any other fees a member could be responsible for under the HSA Account:**	
	Please see our attached proposal for Broward County for a list of applicable fees**.**	Please see our attached proposal for Broward County for a list of applicable fees

ITEM	DESCRIPTION	VENDOR'S RESPONSE
Please sign below (by signing or typing in your name) acknowledging Items Nos. 1-25.		
Authorized Signature: Rob Banuelos		**Date:** 8/15/2023

Plan Design Questionnaire

Third Party Administration of Health Savings, Health Reimbursement, and Flexible Spending Accounts

Portal Dashboard Design Questionnaire
Third Party Administration of Health Savings, Health Reimbursement, and Flexible Spending Accounts

VENDOR NAME:	**HSA Bank, a division of Webster Bank, N.A.**

INSTRUCTIONS: Vendors should download this fillable form from Periscope S2G, complete, and upload to Periscope S2G in Word format. Vendors are **required** to review the portal/dashboard design items listed herein and indicate "Yes" or "No" or respond, as necessary. Please refer to **Special Instructions to Vendors** for additional information.

Item	Description	Comply/Agree	If No, BRIEFLY Explain Why
EMPLOYER PORTAL **Proposer agrees to provide an employer portal allowing designated Benefits staff access to the following:**			
1.	**Portal Administration:**		
	a. Managing User Access	☒ Yes ☐ No	
2.	**HSA Administration Tabs:**		
	a. Dashboard (see details under Employer Dashboards, Items 5, 6, 7)	☒ Yes ☐ No	
	b. View Completed Reports	☒ Yes ☐ No	
	c. Create Reports	☒ Yes ☐ No	
	d. Custom Reports	☒ Yes ☐ No	
	e. Manage Employees	☒ Yes ☐ No	
	f. View Batches	☒ Yes ☐ No	
	g. Terminations	☒ Yes ☐ No	
	h. Add Employee	☒ Yes ☐ No	
	i. Reporting Dashboard	☒ Yes ☐ No	
3.	**Reimbursement Account Administration Tabs:**		
	a. Dashboard	☒ Yes ☐ No	
	b. Employee Account Management	☒ Yes ☐ No	
	1. View FSA and/or HRA account by year	☒ Yes ☐ No	
	2. View Claim Type	☒ Yes ☐ No	
	3. Service Dates	☒ Yes ☐ No	
	4. Claim Amount	☒ Yes ☐ No	
	5. Claim Eligible	☒ Yes ☐ No	
	6. Amount Paid to Date	☒ Yes ☐ No	
	7. Last Paid Date	☒ Yes ☐ No	

Portal Dashboard Design Questionnaire
Third Party Administration of Health Savings, Health Reimbursement, and Flexible Spending Accounts

Item	Description	Comply/Agree	If No, BRIEFLY Explain Why
	8. Denied Amount	☒ Yes ☐ No	
	9. Denied Reason	☒ Yes ☐ No	
	10. Claim Number	☒ Yes ☐ No	
	11. Transactions	☒ Yes ☐ No	
	c. Debit/Credit Cards	☒ Yes ☐ No	
	d. Administrative Billing	☒ Yes ☐ No	
	e. Renewal History	☒ Yes ☐ No	
	f. Plan Reporting Archive	☒ Yes ☐ No	
	g. On-Demand Reports	☒ Yes ☐ No	
	h. Custom Reports	☒ Yes ☐ No	
4.	**Resource Center:**		
	a. Tools/Toolkit	☒ Yes ☐ No	
	b. Materials	☒ Yes ☐ No	
	c. Videos	☒ Yes ☐ No	
EMPLOYER DASHBOARDS **Proposer agrees to provide employer dashboards with the following information:**			
5.	**Employer Reporting Dashboard (Information Displayed):**		
	Program Summary Dashboard – Number of:		
	a. Open Accounts	☒ Yes ☐ No	
	b. Unopened Accounts – ID Verification Not Started	☒ Yes ☐ No	
	c. Unopened Accounts – ID Verification Pending	☒ Yes ☐ No	
	d. Unopened Accounts – ID Verification Completed	☒ Yes ☐ No	
	e. Investment Accounts	☒ Yes ☐ No	
	f. Closed Accounts	☒ Yes ☐ No	
	Self Service Tool Utilization – Number and percent of:		
	g. Employees Accessing the Mobile App	☒ Yes ☐ No	
	h. Employees Accessing the Web Portal	☒ Yes ☐ No	

Portal Dashboard Design Questionnaire
Third Party Administration of Health Savings, Health Reimbursement, and Flexible Spending Accounts

Item	Description	Comply/Agree	If No, BRIEFLY Explain Why
	Program Feature Utilization – Number and percent of:		
	i. Accounts Receiving E-statements	☐ Yes ☒ No	Our monthly Program Summary Report provides employer-specific data of member utilization of website tools, such as online usage, online bill pay, and electronic statements. We are continually building our web analytics and will have additional data available to employers as it becomes available.
	j. Accounts with One or More Linked Bank Accounts	☐ Yes ☒ No	Our monthly Program Summary Report provides employer-specific data of member utilization of website tools, such as online usage, online bill pay, and electronic statements. We are continually building our web analytics and will have additional data available to employers as it becomes available.
	k. Employees Registered on the Portal	☐ Yes ☒ No	Our monthly Program Summary Report provides employer-specific data of member utilization of website tools, such as online usage, online bill pay, and electronic statements. We are continually building our web analytics and will have additional data available to employers as it becomes available.
6.	**HSA Dashboard (Information Displayed):**		
	a. Contribution Summary (Employer and Employee Contributions)	☒ Yes ☐ No	
	Contribution Profile:		
	b. Total Employer Contributions Year to Date	☒ Yes ☐ No	
	c. Total Employee Contributions Year to Date	☒ Yes ☐ No	
	Recent Transactions – Status and Amount:		
	d. Incorrect Deposit Amount	☒ Yes ☐ No	
	e. Created from Batch Contribution File	☒ Yes ☐ No	
	f. Reverse of Mistaken Contributions	☒ Yes ☐ No	
	g. Batch Contribution File	☒ Yes ☐ No	

	Employee Profile – Number of:		
	h. Employees with Open HSAs	☒ Yes ☐ No	
	i. Employees with Pending HSAs	☒ Yes ☐ No	
	j. Employees with Closed HSAs	☒ Yes ☐ No	
	k. Total Number of Employees	☒ Yes ☐ No	
	l. Employees with Active Investment Accounts	☒ Yes ☐ No	
	Employer Account Summary:		
	m. Funds Received	☒ Yes ☐ No	
	n. Posted Contributions	☒ Yes ☐ No	
	o. Queued Contributions	☒ Yes ☐ No	
	p. Contributions Awaiting Funding	☒ Yes ☐ No	

Item	Description	Comply/Agree	If No, BRIEFLY Explain Why
	q. Balance	☒ Yes ☐ No	
7.	**Reimbursement Accounts (FSA and HRA) Dashboard (Information Displayed):**		
	a. Plan Year	☒ Yes ☐ No	
	b. Participant Count	☒ Yes ☐ No	
	c. Year to Date FICA Savings	☒ Yes ☐ No	
	YTD Summary by each account (FSA Medical, FSA Dependent Day Care and HRA) to include:		
	d. Deposits	☒ Yes ☐ No	
	e. Payments	☒ Yes ☐ No	
	f. Cash Balance	☒ Yes ☐ No	
	g. Annual Election	☒ Yes ☐ No	
	h. Remaining Election	☒ Yes ☐ No	
	Debit/Credit Cards:		
	i. # of Active Cards	☒ Yes ☐ No	
	j. # of Inactive Cards	☒ Yes ☐ No	

REPORTING

Proposer agrees to provide a robust reporting tool including (at a minimum) the following on line reports:

Portal Dashboard Design Questionnaire
Third Party Administration of Health Savings, Health Reimbursement, and Flexible Spending Accounts

8.	**All Accounts – Employer Access:**		
	a. Ledger Summary	☒ Yes ☐ No	
	b. Ledger Summary Report – Rollover Accounts	☒ Yes ☐ No	
	c. Election Report	☒ Yes ☐ No	
	d. Election Report with Employee Preferences	☒ Yes ☐ No	
	e. Employer Funding Summary Report	☒ Yes ☐ No	
	f. Employer Funding Detail Report	☒ Yes ☐ No	
	g. Outstanding Check Report	☐ Yes ☒ No	HSA Bank follows applicable state escheatment rules for outstanding checks. Escheatment rules vary by state. If a participant or employer fails to respond to our attempts to cash or reissue the check, we turn the funds over to the state.
	h. Overpaid Employees Report	☐ Yes ☒ No	If the member overpays a claim or pays a claim in error, they can complete HSA Bank's HSA Contribution Form with the Mistaken Distribution box checked to redeposit the funds that were removed inadvertently. Additionally, Distribution Reversal Form is submitted with the check from the account holder and the funds are returned to the account.
	i. ACH Reimbursement Reject Report	☐ Yes ☒ No	Not available.
	j. Detailed PTD Report	☒ Yes ☐ No	

Item	Description	Comply/Agree	If No, BRIEFLY Explain Why
	k. Monthly Funding Report	☒ Yes ☐ No	
	l. Deposit Summary Report	☒ Yes ☐ No	
	m. Administrative Billing Report	☒ Yes ☐ No	
9.	**HSA Specific Reports:**		
	a. Program Summary	☒ Yes ☐ No	
	b. Account Balances	☒ Yes ☐ No	

	c. Contributions	☒ Yes ☐ No	
	d. Expense Analysis	☒ Yes ☐ No	
	e. Investment Analysis	☒ Yes ☐ No	
	f. Spender/Saver Analysis	☒ Yes ☐ No	
EMPLOYEE PORTAL **Proposer agrees to provide an employee portal that will allow employees access to the following:**			
10.	**All Plans – User Access:**		
	a. View Account Details	☒ Yes ☐ No	
	b. View Statements	☒ Yes ☐ No	
	c. Link a Bank Account(s)	☒ Yes ☐ No	
	d. Manage Beneficiaries	☒ Yes ☐ No	
	e. Set-up Account Notifications	☒ Yes ☐ No	
	f. View Transactions	☒ Yes ☐ No	
	g. Alerts and News	☒ Yes ☐ No	
	h. Documents and Forms	☒ Yes ☐ No	
11.	**HSA:**		
	a. Deposit Funds Into HSA	☒ Yes ☐ No	
	b. Request Funds (to self, pay a provider, etc.)	☒ Yes ☐ No	
	c. View Fee Schedule	☒ Yes ☐ No	
	d. Manage Investments	☒ Yes ☐ No	
	e. View Tax Documents	☒ Yes ☐ No	
	f. Show a Spending Snapshot	☒ Yes ☐ No	

Item	Description	Comply/Agree	If No, BRIEFLY Explain Why
12.	**HRA:**		
	a. File a Claim	☒ Yes ☐ No	
	b. File/Pay an Insurance Premium Claim	☒ Yes ☐ No	
13.	**FSA:**		
	a. File a Claim	☒ Yes ☐ No	

Portal Dashboard Design Questionnaire

Third Party Administration of Health Savings, Health Reimbursement, and Flexible Spending Accounts

Please sign below (by signing or typing in your name) acknowledging Items Nos. 1-13.

Authorized Signature: Rob Banuelos **Date:** 8/15/2023

Project Specific Vendor Questionnaire

Third Party Administration of Health Savings, Health Reimbursement, and Flexible Spending Accounts

VENDOR NAME:	HSA Bank, a division of Webster Bank, N.A.

INSTRUCTIONS: Vendors should download this fillable form from Periscope S2G, complete, and upload to Periscope S2G. Vendor may be deemed **non-responsible** for failure to indicate "Yes" to each **non-negotiable** item. If the Vendor indicates "Yes" to any of the **non-negotiable** items (nos. 1-13), but the Vendor's submitted materials demonstrate otherwise, the Vendor may be deemed **non-responsible** to the Questionnaire Requirements of this RFP. Please refer to the **Special Instructions to Vendors** for additional information.

PART 1 NON NEGOTIABLE ITEMS			
Item	**Description**	**Comply/Agree**	**If No, BRIEFLY Explain Why**
1.	Proposer agrees to provide all services and meet all specifications as outlined in the **Scope of Services**.	☒ Yes ☐ No	
2.	Proposer agrees that Broward County will award a contract under this RFP directly to the carrier or company that provides the requested services and will require a signature from an authorized representative with the authority to commit the carrier or company to all requirements of the RFP. Awardee may contract with independent agents or brokers separately from its contract with Broward County. Nothing in this RFP will be construed to restrict compensation, contractual or employment arrangements that an Awardee may grant to a licensed insurance agent or to otherwise violate Section 624.1275 or Section 624.428, Florida Statutes.	☒ Yes ☐ No	
3.	Proposer agrees to auto adjudicate pharmacy claims with no substantiation or documentation required.	☒ Yes ☐ No	Our PBM integration resides at the debit card level. Debit card transactions processed through IIAS are linked to PBM systems and automatically adjudicated (no receipt required) approximately 99.8% of the time.
4.	Proposer agrees that there will be no minimum participation requirements for any of the plans offered.	☒ Yes ☐ No	

Project Specific Vendor Questionnaire

Third Party Administration of Health Savings, Health Reimbursement, and Flexible Spending Accounts

PART 1 NON NEGOTIABLE ITEMS			
Item	**Description**	**Comply/Agree**	**If No, BRIEFLY Explain Why**
5.	Proposer agrees to accept County enrollment processes, (including electronic eligibility file transfers in a HIPAA compliant format) and agrees to HIPAA compliant process for exchanging information with the County.	☒ Yes ☐ No	
6.	Proposer agrees all data exchanges containing HIPAA-protected data (file transmission, e-mail, media, etc.) between Proposer and County will be encrypted, and only decrypted by the specified recipient.	☒ Yes ☐ No	
7.	Proposer agrees to provide documents for posting on the County's website or distribution through electronic media in an ADA compliant format.	☒ Yes ☐ No	
8.	Proposer agrees to mail or provide electronic communication to employees before the end of the plan year to minimize unnecessary forfeitures under the Flexible Spending Accounts.	☒ Yes ☐ No	
9.	Proposer agrees to handle bulk transfer of employees existing balances in their HSA from current vendor.	☒ Yes ☐ No	
10.	Proposer agrees to administer HRA with a one-year look-back period for services incurred in the previous calendar year.	☒ Yes ☐ No	
11.	Proposer agrees to accept transfer of 2023 plan year HRA rollover balances via a final ledger summary report spreadsheet.	☒ Yes ☐ No	
12.	Proposer agrees to administer HRA reimbursement requests for claims incurred prior to the last day of the month of retirement or separation	☒ Yes ☐ No	
13.	Proposer agrees to provide a Custodial Agreement for HSA accounts.	☒ Yes ☐ No	

Project Specific Vendor Questionnaire

Third Party Administration of Health Savings, Health Reimbursement, and Flexible Spending Accounts

PART 1 NON NEGOTIABLE ITEMS			
Item	**Description**	**Comply/Agree**	**If No, BRIEFLY Explain Why**
Please sign below (by signing or typing in your name) acknowledging the Non-Negotiable Items Nos. 1-13.			
Authorized Signature:	Rob Banuelos	**Date:**	8/15/2023

VENDOR NAME:	HSA Bank, a division of Webster Bank, N.A.

INSTRUCTIONS: Vendors are **required** to review the **negotiable** items listed herein and indicate "Yes" or "No" or respond, as necessary. Please refer to the **Special Instructions to Vendors for** additional information.

PART 2 NEGOTIABLE ITEMS			
Item	**Description**	**Comply/Agree**	**If No, BRIEFLY Explain Why**
1.	Proposer agrees that current vendor should continue current plan year administration for FSA/HRA through the end of the flex runout period, March 31, 2024, the last day employees can submit claims for reimbursement for the 2023 plan year.	☒ Yes ☐ No	
2.	Proposer agrees that the County will approve all nonstandard member communication materials prior to distribution, including flyers, brochures, special notifications, etc.	☒ Yes ☐ No	
3.	Proposer agrees to provide assistance, technically and creatively, in the on-going development and preparation of various employee communication materials including printed and video.	☒ Yes ☐ No	Although HSA Bank does not offer an online communication system that would enable the employer to review, edit and pre-approve communications, we are willing to work with the employer on custom communications and an approval process that is acceptable to the employer.

Project Specific Vendor Questionnaire

Third Party Administration of Health Savings, Health Reimbursement, and Flexible Spending Accounts

PART 2 NEGOTIABLE ITEMS			
Item	**Description**	**Comply/Agree**	**If No, BRIEFLY Explain Why**
4.	Proposer agrees to conduct an annual County-specific member satisfaction survey. Proposer agrees that content included will be mutually agreed upon with the County and will begin on a mutually agreed upon date. Executive summary and report to be tabulated and provided to the County or designated agent.	☒ Yes ☐ No	
5.	Does the Proposer have the capability of interfacing with a health provider for automatic HSA, HRA and/or FSA reimbursement? Please describe process and requirements for this interface.	☒ Yes ☐ No	HSA Bank can accept claim files allowing for claims processed from health plans and Pharmacy Benefit Managers (medical, dental, vision, and Rx) to be auto-adjudicated, auto-substantiated and reimbursed from the HRA or FSA. Members receive an email or text notification on the availability of a new claim on the HSA Bank member website and mobile app, where they can submit the claim for reimbursement.
6.	Proposer agrees to provide additional staffing resources during the peak time of FSA/HRA claim filing activity (December – March).	☒ Yes ☐ No	
The following questions pertain to both the HRA and FSA accounts:			
7.	Proposer agrees to provide Discrimination Testing for Flexible Spending Accounts and Health Reimbursement Account.	☒ Yes ☐ No	HSA Bank offers Non-Discrimination Testing for $250 per test. This is optional and includes standard reporting.

PART 2 NEGOTIABLE ITEMS			
Item	**Description**	**Comply/Agree**	**If No, BRIEFLY Explain Why**
8.	The County provides Domestic Partner coverage as well as Over Age Dependent coverage from age 26 to 30 under the Health, Dental and Vision Plans. What is the Proposer's process for determining who is an eligible dependent for reimbursement under each of these conditions?		Medical expenses can only be paid out for a domestic partner who is a tax dependent. For the spouse who is NOT a tax dependent, they are not eligible for the FSA spend despite the coverage provided by the employer's domestic partner benefits. Generally, the below must be met for the domestic partner to qualify as an employee's tax dependent. • The employee and domestic partner must have the same principal place of abode for the calendar year. • The domestic partner must be a member of the employee's household for the calendar year. • During the calendar year, the employee must provide more than half of the domestic partner's support. • The domestic partner must not be the employee's (or anyone else's) qualifying child under Internal Revenue Code Section 152(c). • The domestic partner must be a U.S. citizen; a U.S. national; or a resident of the U.S., Canada, or Mexico.
9.	What is the Proposer's policy for reimbursement submittals after termination of employment (deadline date, etc.)?	These types of plan designs are set at the employer level. Should you wish to set that number at 30, 60 or 90 days for example, we can program that into our system and our claims team will process accordingly.	
10.	Does the Proposer offer Limited Purpose Flexible Spending Accounts?	Yes.	
HRA ACCOUNTS:			
11.	Under an HRA, only dependents covered under the employee's health plan are eligible for reimbursement. What is the Proposer's process for determining if an expense submitted through substantiation or request for reimbursement is for an eligible dependent?	In cases where dependent information is not included in the import file from the employer, we encourage all employees to manually add any pertinent dependents to their accounts via the member website. Our claims team will verify the name on the EOB or receipt matches a dependent as listed on the portal.	

Project Specific Vendor Questionnaire

Third Party Administration of Health Savings, Health Reimbursement, and Flexible Spending Accounts

PART 2 NEGOTIABLE ITEMS			
Item	**Description**	**Comply/Agree**	**If No, BRIEFLY Explain Why**
HSA ACCOUNTS:			
12.	HSA accounts are covered by the U.S. Patriot Act which has strict guidelines in place for verifying account holder's identity. What is Proposer's process for notifying employee and County when identify verification fails?	Yes, HSA Bank sends members a letter four days after enrollment. If no response is received, a second letter is sent three weeks after enrollment.	
13.	Proposer agrees that there will no set-up fee for HSA accounts.	Confirmed.	
14.	Proposer agrees to provide investment fund options for the HSA with no monthly investment fee to active employee account holders.	While HSA Bank does not charge investment fees, the Devenir self-directed mutual fund investment program includes an annual fee of .30% of the assets in the investment account, charged on a quarterly basis.	
15.	Proposer agrees to post annual tax documents within IRS guidelines (1099SA and 5498SA).	Confirmed.	
16.	Proposer agrees to maintain beneficiary designations.	Confirmed.	
FINANCIAL:			

Project Specific Vendor Questionnaire

Third Party Administration of Health Savings, Health Reimbursement, and Flexible Spending Accounts

PART 2 NEGOTIABLE ITEMS			
Item	**Description**	**Comply/Agree**	**If No, BRIEFLY Explain Why**
17.	Describe the banking arrangements Proposer offers for advancement of plan payments for HRA and FSA accounts.	HSA Bank offers multiple methods for claim funding of HRAs and FSAs: • Standard Model: The employer provides HSA Bank with access to an employer-owned bank account. On a regular basis, HSA Bank performs an ACH Pull from the employer's account to pay claims. This is our preferred method for claim funding. • Imprest Model: HSA Bank opens a bank account at Webster Bank on the employer's behalf. The employer is required to fund that account on a regular basis with an ACH Push. HSA Bank performs an ACH Pull from the Webster Bank account. • HSA Bank opens a bank account at Webster Bank on the employer's behalf. HSA Bank pays claims daily, invoices client for the claims amount paid in the preceding week and client pays invoice in 2 days by ACH Push to the account at Webster Bank. No prefunding is required in this model. • HSA Bank opens a bank account at Webster Bank on the employer's behalf. HSA Bank pays claims daily and client does ACH Push to Webster Bank equal to funds deducted from employee payroll deduction. Typically, this model is used by states, counties, cities, and school districts. For the Standard and Imprest Models, HSA Bank recommends 1/12 of the aggregate contribution amount to be available in the claim funding account.	
18.	What is the required preliminary % of 2023 HRA and FSA Annual Elections for the advancement of plan payment account?	HSA Bank advises that the funding account house at minimum is 1/12th of the total annual elections from your employees.	
19.	Whose name is on the bank account for advancement of plan payment? Who holds the interest accrued?	HSA Bank opens a bank account at Webster Bank on the employer's behalf, which the employer maintains ownership over. The account is a non-interest-bearing imprest account.	

PART 2 NEGOTIABLE ITEMS			
Item	**Description**	**Comply/Agree**	**If No, BRIEFLY Explain Why**
20.	What is the expected frequency for replenishing the advancement of plan payments account?	Employee contributions to FSA and Commuter Benefits plans are made through payroll deductions which can vary in frequency. FSA election amounts are made during open enrollment and special enrollment sessions due to a qualifying life event. HRAs are employer-funded arrangements and do not accept employee contributions. So long as the amount is at or above 1/12th that can be determined within the first few months of administration. Monthly would be appropriate, otherwise, if after reviewing the plan's spend weekly, it may be a weekly replenishment. We ask for open lines of communication in the early stages to make adjustments.	
21.	What is the minimum bank account balance required?	There isn't a minimum bank account balance.	
22.	What is Proposer's procedure for escheat reporting and reconciliations?	We do not escheat to the state for FSA reimbursement checks. If a reimbursement check is not cashed after 180 days, the check is voided, and HSA Bank retro-actively denies the claim associated with the reimbursement and credits the employers' claim funding account. The member does receive a claim denial letter. The member can resubmit the claim, if within an appropriate plan timeframe.	
23.	What bank is the debit/credit card issued by?	The processing technology for the HSA Bank Health Benefits Debit Card is not proprietary. The debit card is issued by HSA Bank, a division of Webster Bank, pursuant to a license agreement with VISA. Fidelity National Information Services, Inc. (FIS) provides the transaction processing service. HSA Bank works closely with FIS to refine our debit card program regarding various payment networks that accept the card, authorized transaction types, fraud protection, and dispute resolution. Webster Bank, N.A. is responsible for daily settlements with the various networks on which the debit card is available.	
24.	Describe the Proposer's termination process when the contract ends?	Employee terminations are made based on eligibility update file feeds sent from the employer or vendor. The employer may also choose to terminate the employee manually through the Employer Administration Site or call in to request an employee be terminated. In addition, there is a form that the employer can fill out and send in. We do not report terminations externally.	

Project Specific Vendor Questionnaire

Third Party Administration of Health Savings, Health Reimbursement, and Flexible Spending Accounts

PART 2 NEGOTIABLE ITEMS			
Item	**Description**	**Comply/Agree**	**If No, BRIEFLY Explain Why**
25.	For FSA, describe your procedures for end of year forfeitures.	HSA Bank provides electronic statements on a monthly basis posted on the HSA Bank Member Website. Members can elect to receive either email or text notification when the monthly statement becomes available. As the end of the plan year approaches, HSA Bank posts messages on the HSA Bank Member Website to remind members of the end of the plan year and potential forfeiture. Employers can review standard reports available on the HSA Bank Employer Administration Site to determine forfeiture amounts at the end of the plan year. Any forfeitures will be returned to Broward County.	
26.	If employee is enrolled in FSA and HRA does Proposer offer one combined rate? If yes, what is the combined rate?	Each account is paid separately.	
27.	Does the Proposer receive a revenue stream from any vendor connected with administering the County's plans, including the debit/credit cards? If yes, briefly explain.	No.	

Please sign below (by signing or typing in your name) acknowledging the Negotiable Items Nos. 1-27.

Authorized Signature: 

Date: 8/15/2023_____

_____

HSA Bank
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AGREEMENT EXCEPTION FORM

The completed form(s) should be submitted with the solicitation response. If not submitted with solic shall be deemed an affirmation by the Vendor that it accepts contract terms and conditions stated in th

The Vendor must provide on the form below, any and all exceptions it takes to the contract terms and in the solicitation, including all proposed modifications to the contract terms and conditions or propose and conditions. Additionally, a brief justification specifically addressing each provision to which an should be provided.

☐ There are no exceptions to the contract terms and conditions state in this solicitation; or

☑ The following exceptions are taken to the contract terms and conditions state in this solicitat additional forms as needed; separate each Article/ Section number)

Term or Condition Article / Section	Insert proposed modifications to the contract terms and conditions or proposed additional terms and condition	Provide brief justification for proposed modifications
See attached 'Browar	See attached 'Broward County - H	See attached 'Browar

Vendor Name: HSA Bank, a division of Webster Bank, N.A.

Revised May 1, 2021

Please enter your password below and click Save to save your response.
Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information.)

To take exception:
1) Click Take Exception.
2) Create a Word document detailing your exceptions.
3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **cholschbach@hsabank.com**

Password *

Save | Take Exception | Close

* Required fields

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SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS REQUIREMENT
Request for Proposals, Request for Qualifications, or Request for Letters of Interest

The following forms and supporting information (if applicable) should be returned with Vendor's submittal. If not pro submittal, the Vendor must submit within three business days of County's request. Failure to timely submit may affec evaluation.

A. The Vendor shall submit a listing of all subcontractors, subconsultants and major material suppliers (firms), if ar portion of the contract they will perform. A major material supplier is considered any firm that provides co material for construction contracts, or commodities for service contracts in excess of $50,000, to the Vendor.

B. If participation goals apply to the contract, only non-certified firms shall be identified on the form. A non- certifie firm that is not listed as a firm for attainment of participation goals (ex. County Business Enterprise or Disa Business Enterprise), if applicable to the solicitation.

C. This list shall be kept up-to-date for the duration of the contract. If subcontractors, subconsultants or suppliers this does not relieve the Vendor from the prime responsibility of full and complete satisfactory performance awarded contract.

D. After completion of the contract/final payment, the Vendor shall certify the final list of non-certified subc subconsultants, and suppliers that performed or provided services to the County for the referenced contract.

E. The Vendor has confirmed that none of the recommended subcontractors, subconsultants, or suppliers' p officer(s), affiliate(s) or any other related companies have been debarred from doing business with Broward any other governmental agency.

If none, check the box below on this form. Use additional copies of this form(s) in Periscope S2G, if needed.

None - ☐

1. Subcontracted Firm's Name: WEX Health
   Subcontracted Firm's Address: 82 Hopmeadow Street, Suite 220, Simsbury CT, 06089
   Subcontracted Firm's Telephone Number: N/A
   Contact Person's Name and Position: N/A
   Contact Person's E-Mail Address: N/A
   Estimated Subcontract/Supplies Contract Amount: N/A
   Type of Work/Supplies Provided: Technology services for multiproduct administrative

2. Subcontracted Firm's Name: FIS
   Subcontracted Firm's Address: 601 Riverside Avenue, Jacksonville, FL 33204
   Subcontracted Firm's Telephone Number: N/A
   Contact Person's Name and Position: N/A
   Contact Person's E-Mail Address: N/A
   Estimated Subcontract/Supplies Contract Amount: N/A
   Type of Work/Supplies Provided: Debit card services

3. Subcontracted Firm's Name: FISERV
   Subcontracted Firm's Address: 255 Fiserv Drive, Brookfield WI, 53045
   Subcontracted Firm's Telephone Number: N/A
   Contact Person's Name and Position: N/A
   Contact Person's E-Mail Address: N/A
   Estimated Subcontract/Supplies Contract Amount: N/A
   Type of Work/Supplies Provided: Debit card plastic production

4. Subcontracted Firm's Name: VISA
   Subcontracted Firm's Address: 900 Metro Center Boulevard, Foster City CA, 94404
   Subcontracted Firm's Telephone Number: N/A
   Contact Person's Name and Position: N/A
   Contact Person's E-Mail Address: N/A
   Estimated Subcontract/Supplies Contract Amount: N/A
   Type of Work/Supplies Provided: Networks supporting the HSA Bank Health

I certify that the information submitted in this report is in fact true and correct to the best of my knowledge.

Rob Banuelos
Authorized Signature/Name

Senior Vice President - Director of Sales
Title

HSA Bank, a division of Webster Bank, N
Vendor Name

8/15/2023
Date

Revised 11/24/2021

Please enter your password below and click Save to update your response.
Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information.)

To take exception:
1) Click Take Exception.
2) Create a Word document detailing your exceptions.
3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **cholschbach@hsabank.com**

Password *

Save | Take Exception | Close

* Required fields

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VENDOR QUESTIONNAIRE AND STANDARD CERTIFICATIONS
Request for Proposals, Request for Qualifications, or Request for Letters of Interest

The completed form, including acknowledgment of the standard certifications and should be submitted with the solicitation resp submitted with solicitation response, it must be submitted within three business days of County's written request. Failure to timely subm Vendor's evaluation.

If a response requires additional information, the Vendor should upload a written detailed response with submittal; eac should be numbered to match the question number. The completed questionnaire andattached responses will become part of the record. It is imperative that the person completing the Vendor Questionnaire be knowledgeable about the proposing Vendor's b operations.

1. Legal business name: HSA Bank, a Division of Webster Bank, N
2. Doing Business As/ Fictitious Name (if applicable): HSA Bank, a division of Webster Bank, N
3. Federal Employer I.D. no. (FEIN): 06-0273620
4. Dun and Bradstreet No.: 006918486
5. Website address (if applicable): www.hsabank.com
6. Principal place of business address: 1515 N. RiverCenter Drive, Milwaukee WI, 53212
7. Office location responsible for this project: 1515 N. RiverCenter Drive, Milwaukee WI, 53212
8. Telephone no.: Wisconsin Fax no.: 877-851-7041
9. Type of business (check appropriate box):

Corporation (specify the state of incorporation:	☑	
Sole Proprietor	☐	
Limited Liability Company (LLC)	☐	
Limited Partnership	☐	
General Partnership (State and County Filed In)	☐	
Other – Specify	☐	

b) N/A

c) N/A

d) N/A

12. AUTHORIZED CONTACT(S) FOR YOUR FIRM:

Name: Rob Banuelos

Title: Senior Vice President - Director of Sales

E-mail: rbanuelos@hsabank.com

Telephone No.: (866) 357-5232

Name: Chris Fiore

Title: Regional Vice President of Sales

E-mail: cfiore@hsabank.com

Telephone No.: (917) 346-5187

13. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity w three years? If yes, specify details in an attached written response. ☐ Yes ☑ No
14. Has your firm, its principals, officers or predecessor organization(s) ever been debarred or suspended by any government en specify details in an attached written response, including the reinstatement date, if granted. ☐ Yes ☑ No
15. Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years? If yes, specify d attached written response. ☐ Yes ☑ No
16. Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in a written response. ☐ Yes ☑ No
17. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predece organizations during the last three years? If yes, specify details in an attached written response. ☐ Yes ☑ No
18. Has your firm's surety ever intervened to assist in the completion of a contract of have Performance and/or Payment Bond cl made to your firm or its predecessor's sureties during the last three years? If yes, specify details in an attached written respor including contact information for owner and surety. ☐ Yes ☑ No
19. Has your firm ever failed to complete any work awarded to you, services and/or delivery of products during the last three (3) y yes, specify details in an attached written response. ☐ Yes ☑ No
20. Has your ever been terminated from a contract within the last three years? If yes, specify details in an attached written respo Yes ☑ No
21. Living Wage solicitations only: In determining what, if any, fiscal impact(s) are a result of the Ordinance for this solicitation, pro following for informational purposes only. Response is not considered in determining the award of this contract.
Living Wage had an effect on the pricing. ☐ Yes ☐ No ☑ N/A
If yes, Living Wage increased the pricing by: ____ ____ %.
22. Participation in Solicitation Development:

☑ I have not participated in the preparation or drafting of any language, scope, or specification that would provide my firm or a an unfair advantage of securing this solicitation that has been let on behalf of Broward County Board of County Commissione

☐ I have provided information regarding the specifications and/or products listed in this solicitation that has been let on behalf County Board of County Commissioners.
If this box is checked, provide the following: Name of Person the information was provided:

Section 21.23(f) of the Broward County Procurement Code requires awards of all competitive solicitations requiring Board award be r
firms certifying the establishment of a drug free workplace program.

☑ The Vendor hereby certifies that it has established a drug free workplace program in accordance with the requirements of Se
et. Seq.,of the Broward County Code of Ordinances (Procurement From Businesses With Drug-Free Workplace Program).

Non-Collusion Certification:
Vendor shall disclose, to their best knowledge, any Broward County officer or employee, or any relative of any such officer or em
defined in Section 112.3135 (1) (c), Florida Statutes, who is an officer or director of, or has a material interest in, the Vendor's busine
in a position to influence this procurement. Any Broward County officer or employee who has any input into the writing of specif
requirements, solicitation of offers, decision toaward, evaluation of offers, or any other activity pertinent to this procurement is pres
purposes hereof, to be ina position to influence this procurement. Failure of a Vendor to disclose any relationship described here
reason for debarment in accordance with the provisions of the Broward County Procurement Code.

The Vendor hereby certifies that: (select one)

☑ The Vendor certifies that this offer is made independently and free from collusion; or

☐ The Vendor is disclosing names of officers or employees who have a material interest in this procurement and is in a
influence this procurement. Vendor must include a list of name(s), and relationship(s) with its submittal.

Public Entities Crimes Certification:
In accordance with Public Entity Crimes, Section 287.133, Florida Statutes, a person or affiliate placed on the convictedvendor list
conviction for a public entity crime may not submit on a contract: to provide any goods or services; for construction or repair of a pub
or public work; for leases of real property to a public entity; andmay not be awarded or perform work as a contractor, supplier, subco
consultant under a contract with anypublic entity; and may not transact business with any public entity in excess of the thresho
provided in s.
287.017 for Category Two for a period of 36 months following the date of being placed on the convicted vendor list.

The Vendor hereby certifies that: (check box)

☑ The Vendor certifies that no person or affiliates of the Vendor are currently on the convicted vendor list and/or hasnot bee
commit a public entity crime, as described in the statutes.

Scrutinized Companies List Certification:
Any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activ
Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List is prohibited from submitting a resp
solicitation for goods or services in an amount equal to or greater than
$1 million.

The Vendor hereby certifies that: (check each box)

☑ The Vendor, owners, or principals are aware of the requirements of Sections 287.135, 215.473, and 215.4275, Florida
regarding Companies on the Scrutinized Companies with Activities in Sudan List the Scrutinized Companies with Activities
Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and

☑ The Vendor, owners, or principals, are eligible to participate in this solicitation and are not listed on either the Scrutinized C
with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the S
Companies that Boycott Israel List; and

☑ If awarded the Contract, the Vendor, owners, or principals will immediately notify the County in writing if any of itsprincipals a
on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleu
Sector List, or the Scrutinized Companies that Boycott Israel List.

I hereby certify the information provided in the Vendor Questionnaire and Standard Certifications:

* I certify that I am authorized to sign this solicitation response on behalf of the Vendor as indicated in Certificate as to Corpora designation letter by Director/Corporate Officer, or other business authorization to bind on behalf of the Vendor. As the Vendor' representative, I attest that any and all statements, oral, written or otherwise, made in support of the Vendor's response, are accur correct. I also acknowledge that inaccurate, untruthful, or incorrect statements made in support of the Vendor's response may be County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarme pursuant to PART XI of the Broward County Procurement Code. I certify that the Vendor's response is made without prior un agreement, or connection with any corporation, firm or person submitting a response for the same items/services, and is in all resp without collusion or fraud. I also certify that the Vendor agrees to abide by all terms and conditions of this solicitation, acknowledge a of the solicitation pages as well as any special instructions sheet(s).

Please enter your password below and click Save to update your response.
Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information.)

To take exception:
1) Click Take Exception.
2) Create a Word document detailing your exceptions.
3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **cholschbach@hsabank.com**

Password *

Save | Take Exception | Close

* Required fields

HSA Bank
CONFIDENTIAL

VOLUME OF PREVIOUS PAYMENTS ATTESTATION FORM

The completed and signed form should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within th days of County's request. Failure to timely submit this form and supporting documentation may affect the Vendor's evaluation.

This completed form MUST be included with the Vendor's submittal at the time of the opening deadline to be considered for a criterion (if applicable).

Points assigned for Volume of Previous Payments will be based on the amount paid-to-date by the County to a prime Vendor **MINUS** the Vendo payments paid-to-date to approved certified County Business Enterprise (CBE) firms performing services as Vendor's subcontractor/subconsul the CBE goal commitment as confirmed by County's Office of Economic and Small Business Development. Reporting must be within five (5) y current solicitation's opening date.

Vendor must list all received payments paid-to-date by contract as a prime vendor from Broward County Board of County Commissioners. Repo within five (5) years of the current solicitation's opening date.

Vendor must also list all total confirmed payments paid-to-date by contract, to approved certified CBE firms utilized to obtain the contrac commitment. Reporting must be within five (5) years of the current solicitation's opening< date.

In accordance with Section 21.41(h)(4) and 21.42(d)(3) of the Broward County Procurement Code, the Vendor with the lowest dollar volume previously paid by the County over a five-year period from the date of the submittal opening will receive the Tie Breaker.

The Vendor attests to the following:

Item No.	Project Title	Contract No.	Department/ Division	Date Awarded	Prime: Paid to Date	CBE: Paid to Date
1.	Not applicable.	Not applicable.	Not applicable.	Not applicable.	Not applicable.	Not applicable.
2.	Not applicable.	Not applicable.	Not applicable.	Not applicable.	Not applicable.	Not applicable.
3.	Not applicable.	Not applicable.	Not applicable.	Not applicable.	Not applicable.	Not applicable.
4.	Not applicable.	Not applicable.	Not applicable.	Not applicable.	Not applicable.	Not applicable.
5.	Not applicable.	Not applicable.	Not applicable.	Not applicable.	Not applicable.	Not applicable.
6.	Not applicable.	Not applicable.	Not applicable.	Not applicable.	Not applicable.	Not applicable.
7.	Not applicable.	Not applicable.	Not applicable.	Not applicable.	Not applicable.	Not applicable.
				Grand Total	Not applicable.	Not applicable.

Has the Vendor been a member/partner of a Joint Venture firm that was awarded a contract by the County?

Yes ☐ No ☑

If Yes, Vendor must submit a **Joint Vendor Volume of Work Attestation Form**.

Vendor Name: HSA Bank, a division of Web

Rob Banuelos	Senior Vice President - Director of Sales	8/15/2023
Authorized Signature/Name	**Title**	**Date**

VOLUME OF PREVIOUS PAYMENTS ATTESTATION FORM FOR JOINT VENTURE

If applicable, this form and additional required documentation should be submitted with the Vendor's submittal. If not provided with submitta must submit within three business days of County's request. Failure to timely submit this form and supporting documentation may affect evaluation.

If a Joint Venture, the payments paid-to-date by contract provided must encompass the Joint Venture and each of the entities forming the Joint V Points assigned for Volume of Previous Payments will be based on the amount paid-to-date by contract to the Joint Venture firm **MINUS** payments paid-to-date to approved certified CBE firms utilized to obtain the CBE goal commitment. Reporting must be within five (5) years solicitation's opening date. Amount will then be multiplied by the member firm's equity percentage.

In accordance with Section 21.41(h)(4) and 21.42(d)(3) of the Broward County Procurement Code, the Vendor with the lowest dollar volume of p previously paid by the County over a five-year period from the date of the submittal opening will receive the Tie Breaker.

The Vendor attests to the following:

Item No.	Project Title	Contract No.	Department/ Division	Date Awarded	JV Equity Percent	Prime: Paid to Date	CBE: Pa Dat
1.	Not applicable.	Not applicable.	Not applicable.	Not applicable.	Not applicable.	Not applicable.	Not appli
2.	Not applicable.	Not applicable.	Not applicable.	Not applicable.	Not applicable.	Not applicable.	Not appli
3.	Not applicable.	Not applicable.	Not applicable.	Not applicable.	Not applicable.	Not applicable.	Not appli
4.	Not applicable.	Not applicable.	Not applicable.	Not applicable.	Not applicable.	Not applicable.	Not appli
5.	Not applicable.	Not applicable.	Not applicable.	Not applicable.	Not applicable.	Not applicable.	Not appli
6.	Not applicable.	Not applicable.	Not applicable.	Not applicable.	Not applicable.	Not applicable.	Not appli
7.	Not applicable.	Not applicable.	Not applicable.	Not applicable.	Not applicable.	Not applicable.	Not appli
8.	Not applicable.	Not applicable.	Not applicable.	Not applicable.	Not applicable.	Not applicable.	Not appli
					Grand Total	Not applicable.	Not appli

Vendor is required to submit an executed Joint Venture agreement(s) and any amendments for each project listed above. Each agreement must executed prior to the opening date of this solicitation.

Vendor Name: HSA Bank, a division of Webster Bank, N

Rob Banuelos	Senior Vice President - Director of Sales	8/15/2023
Authorized Signature/Name	**Title**	**Date**

Revised May 1, 2021

Please enter your password below and click Save to update your response.
Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See Electronic Signatures in Global and National Commerce Act for more information.)

To take exception:
1) Click Take Exception.
2) Create a Word document detailing your exceptions.
3) Upload exceptions as an attachment to your offer on BidSync's system.
By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **cholschbach@hsabank.com**

Password *

Save | Take Exception | Close

* Required fields

Supplier: **HSA Bank**

Standard Instructions to Vendors - Request for Proposals, Request for Qualifications, or Request for Letters of Interest

Vendors are instructed to read and follow the instructions carefully, as any misinterpretation or failure to comply with instructions may lead to a Vendor's submittal being rejected.

Vendor MUST submit its solicitation response electronically and MUST confirm its submittal in Periscope S2G for the response to be deemed valid by the County. Refer to the Purchasing Division website or contact Periscope S2G for submittal instructions.

A. Responsiveness Criteria:

A Responsive (Vendor) means a vendor who submits a response to a solicitation that the Director of Purchasing determines meets all requirements of the solicitation.

The required information and applicable forms must be submitted with solicitation response, electronically through Periscope SG2 by the solicitation's due date and time. Failure to timely submit may result in Vendor being deemed non-responsive. The County reserves the right to waive minor technicalities or irregularities as is in the best interest of the County in accordance with Section 21.37(b) of the Broward County Procurement Code.

Below are standard responsiveness criteria; refer to **Special Instructions to Vendors** for Additional Responsiveness Criteria requirement(s).

1. **Lobbyist Registration Requirement Certification**
   Refer to **Lobbyist Registration Requirement Certification Form**. The completed form should be submitted with the solicitation response. If not submitted within solicitation response, it must be submitted within three business days of County's written request. Failure to timely submit may result in Vendor being deemed non-responsive.

2. **Criminal History Screening Practices Certification**
   Refer to **Criminal History Screening Practices Certification Form**. The completed form should be submitted with the solicitation response. If not submitted within solicitation response, it must be submitted within three business days of County's written request. Failure to timely submit may result in Vendor being deemed non-responsive.

3. **Addenda**
   The County reserves the right to amend this solicitation prior to the due date and time specified in the solicitation. Any change(s) to this solicitation will be conveyed through the written addenda process. Only written addenda will be binding. Vendor must follow the instructions carefully and submit the required information and applicable forms, or acknowledge addendum, electronically through Periscope S2G. It is the Vendor's sole responsibility to monitor the solicitation for any changing information, prior to submitting their solicitation response.

B. Responsibility Criteria:

A Responsible (Vendor) means a vendor who is determined to have the capability in all respects to perform fully the requirements of a solicitation, as well as the integrity and reliability that will ensure good faith performance.

When making determinations of responsibility, the Director of Purchasing or the Evaluation Committee (as applicable) may request additional information from any vendor on matters that may affect a vendor's responsibility. The failure of a vendor to provide information requested by the County may result in a determination of non-responsibility. In addition, a vendor may submit information regarding its responsibility; provided, however, that such information shall not be considered if it

contradicts or materially alters the information provided by the vendor in its original response to the solicitation.

Failure to provide any of this required information and in the manner required may result in a recommendation by the Director of Purchasing that the Vendor is non-responsible.

Below are standard responsibility criteria; refer to **Special Instructions to Vendors** for Additional Responsibility Criteria requirement(s).

1. **Litigation History**
   a. All Vendors are required to disclose to the County all "material" cases filed, pending, or resolved during the last three (3) years prior to the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor,or any predecessor organization. Additionally, all Vendors are required to disclose to the County all "material" cases filed, pending, or resolved against any principal of Vendor, regardless of whether the principal was associated with Vendor at the time of the "material" cases against the principal, during the last three (3) years prior to the solicitation response.

   A case is considered to be "material" if it relates, in whole or in part, to any of the following:

      i. A similar type of work that the vendor is seeking to perform for the County under the current solicitation;
      ii. An allegation of fraud, negligence, error or omissions, or malpractice against the vendor or any of its principals or agents who would be performing work under the current solicitation;
      iii. A vendor's default, termination, suspension, failure to perform, or improper performance in connection with any contract;
      iv. The financial condition of the vendor, including any bankruptcy petition (voluntary andinvoluntary) or receivership; or
      v. A criminal proceeding or hearing concerning business-related offenses in which the vendor or its principals (including officers) were/are defendants.

   b. For each material case, the Vendor is required to provide all information identified in the **Litigation History** . Additionally, the Vendor shall provide a copy of any judgment or settlement of any material case during the last three (3) years prior to the solicitation response. Redactions of any confidential portions of the settlement agreement are only permitted upon a certification by the Vendor that all redactions are required under the express terms of a pre-existing confidentiality agreement or provision.

   c. The County will consider a Vendor's litigation history information in its review and determination of responsibility.

   d. If the Vendor is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture.

   e. A vendor is required to disclose to the County any and all cases(s) that exist between the County and any of the Vendor's subcontractors/subconsultants proposed to work on this project during the last five (5) years prior to the solicitation response.

   f. Failure to disclose any material case, including all requested information in connection with each such case, as well as failure to disclose the Vendor's subcontractors/subconsultants litigation history against the County, may result in the Vendor being deemed non-responsive.

2. **Financial Information**
   a. All Vendors are required to submit the Vendor's financial statements by the due date and time specified in the solicitation, in order to demonstrate the Vendor's financial capabilities. If not submitted with solicitation response, it must be submitted within three business days of County's written request.

b. Each Vendor shall submit its most recent two years of financial statements for review. The financial statements are not required to be audited financial statements. The annual financialstatements shall be in the form of:

i. Balance sheets, income statements and annual reports; or
ii. Tax returns; or
iii. SEC filings.

If tax returns are submitted, ensure it does not include any personal information (as defined under Section 501.171, Florida Statutes), such as social security numbers, bank account or credit card numbers, or any personal pin numbers. If any personal information data is part of financial statements, redact information prior to submitting a response the County.

c. If a Vendor has been in business for less than the number of years of required financial statements, then the Vendor must disclose all years that the Vendor has been in business, including any partial year-to-date financial statements.

d. The County may consider the unavailability of the most recent year's financial statements and whether the Vendor acted in good faith in disclosing the financial documents in its evaluation.

e. Any claim of confidentiality on financial statements should be asserted at the time of submittal. Refer to Standard Instructions to Vendors, Confidential Material/Public Records and Exemptions for instructions on submitting confidential financial statements. The Vendor's failure to provide the information as instructed may lead to the information becoming public.

f. Although the review of a Vendor's financial information is an issue of responsibility, the failure to either provide the financial documentation or correctly assert a confidentiality

claim pursuant the Florida Public Records Law and the solicitation requirements (Confidential Material/ Public Records and Exemptions section) may result in a recommendation of non-responsiveness by the Director of Purchasing.

3. **Authority to Conduct Business in Florida**

a. A Vendor must have the authority to transact business in the State of Florida and be in good standing with the Florida Secretary of State. For further information, contact the Florida Department of State, Division of Corporations.

b. The County will review the Vendor's business status based on the information submitted with the solicitation response.

c. It is the Vendor's sole responsibility to comply with all state and local business requirements.

d. Vendor should list its active Florida Department of State Division of Corporations Document Number (or Registration No. for fictitious names) in the **Vendor Questionnaire**, Question No. 10.

e. If a Vendor is an out-of-state or foreign corporation or partnership, the Vendor must obtain the authority to transact business in the State of Florida or show evidence of application for the authority to transact business in the State of Florida, upon request of the County.

f. A Vendor that is not in good standing with the Florida Secretary of State at the time of a submission to this solicitation may be deemed non-responsible.

g. If successful in obtaining a contract award under this solicitation, the Vendor must remain in good standing throughout the contractual period of performance.

4. **Affiliated Entities of the Principal(s)**

a. All Vendors are required to disclose the names of “affiliated entities” of the Vendor’s principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Vendor with the County. The Vendor is required to provide all information required on the **Affiliated Entities of the Principal(s) Certification** form.

b. The County will review all affiliated entities of the Vendor’s principal(s) for contract performance evaluations and the compliance history with the County’s Small Business Program, including CBE, DBE and SBE goal attainment requirements. “Affiliated entities” of the principal(s) are those entities related to the Vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.

c. The County will consider the contract performance evaluations and the compliance history ofthe affiliated entities of the Vendor's principals in its review and determination of responsibility.

5. **Insurance Requirements**
The **Insurance Requirement Form** reflects the insurance requirements deemed necessary for this project. While it is not necessary to have this level of insurance in effect at the time of solicitation response, all Vendors are required to either submit insurance certificates indicating that the Vendor currently carries the level insurance coverages or submit a letter from the insurance carrier indicating Vendor can obtain the required insurance coverages.

C. Additional Information and Certifications

The following forms and supporting information (if applicable) should be completed and submitted with the solicitation response. If not submitted with solicitation response, it must be submitted within three business days of County’s written request. Failure to timely submit may affect Vendor’s evaluation.

1. **Vendor Questionnaire and Standard Certifications**
Vendors are required to submit detailed information on their firm and certify to the below requirements. Refer to the **Vendor Questionnaire and Standard Certification** and submit as instructed.
   a. Drug-Free Workplace Certification
   b. Non-Collusion Certification
   c. Public Entities Crimes Certification
   d. Scrutinized Companies List Certification

2. **Subcontractors/Subconsultants/Suppliers Requirement**
If the Subcontractors/Subconsultants/Suppliers Information Form is included in the solicitation, the Vendor shall submit a listing of all subcontractors, subconsultants, and major material suppliers, if any, and the portion of the contract they will perform. Vendors must follow the instructions included on the **Subcontractors/Subconsultants/Suppliers Information Requirement** form and submit as instructed.

D. Standard Agreement Language Requirements

The acceptance of or any exceptions taken to the terms and conditions of the County’s Agreement shall be considered a part of a Vendor’s solicitation response and will be considered by the Evaluation Committee.

1. The applicable Agreement terms and conditions for this solicitation are indicated in the **Special Instructions to Vendors**.

2. Vendors are required to review the applicable terms and conditions and submit the **Agreement Exception Form**. The completed form should be submitted with the solicitation response. If not submitted with solicitation response, it shall be deemed an affirmation by the Vendor that it accepts the contract terms and conditions stated in the solicitation.

b. If exceptions are taken, the Vendor must specifically identify each term and condition with which it is taking an exception. Any exception not specifically listed is deemed waived. Simply identifying a section or article number is not sufficient to state an exception. Provide either a redlined version of the specific change(s) or specific proposed alternative language. Additionally,a brief justification specifically addressing each provision to which an exception

is taken should be provided.

c. Submission of any exceptions to the Agreement does not denote acceptance by the County. Furthermore, taking exceptions to the County's terms and conditions may be viewed unfavorablyby the Evaluation Committee and ultimately may impact the overall evaluation of a Vendor's submittal.

E. Cone of Silence

1. The Board of County Commissioners updated provisions of the Cone of Silence Ordinance, Section 1-266, of the Broward County Code of Ordinances, effective as of April 1, 2022.

2. The County's Cone of Silence Ordinance prohibits all communications, oral or written, relating to a competitive solicitation among vendors/vendor representatives, County Staff, and Commissioner Offices while the Cone is in effect. Communications with Purchasing Division employees, the solicitation's designated Project Manager(s) or designee(s), the Office of Economic and Small Business Development (OESBD) Small Business Development Specialist Supervisor (954) 357-6400, and others as specifically identified in the Cone of Silence Ordinance are permitted. Additionally, communication is permitted at pre-bid conferences and negotiation meetings, as applicable.

3. The Cone of Silence begins upon the advertisement of an ITB, RFP, RFQ, or RLI. The Cone of Silence terminates when the solicitation is awarded, all responses are rejected, or the Board takes other action which ends the solicitation.

4. Any violations of the Code of Silence Ordinance by any vendor/vendor representative, may be reported to the County's Professional Standards/Human Rights Section. If the County's Professional Standards/Human Rights Section determines that a violation has occurred, a fine shall be imposed as provided in the Broward County Code of Ordinances. At the sole discretion of the Broward County Board of County Commissioners, a violation may void an award of the applicable competitive solicitation.

5. Review the Cone of Silence Ordinance, Section 1-266 of the Broward County Code of Ordinances, for more detailed information.

F. Evaluation Criteria

1. The Evaluation Committee will evaluate Vendors as per the **Evaluation Criteria**. The County reserves the right to obtain additional information from a Vendor.
2. Unless the Evaluation Criteria is identified in the solicitation as an Additional Responsiveness or Responsibility Requirement (i.e., Special Instructions to Vendors, e.g., pricing, certifications, etc.), a Vendor's failure to respond to evaluation criteria will not be considered a matter of responsiveness or responsibility. Vendors that fail to submit any information and/or documentation required by an evaluation criteria will not be evaluated or scored for the corresponding evaluation criteria.
3. The County is not required to request, consider, or analyze Vendor's Evaluation Criteria responses received after the solicitation response due date; however, the County reserves the right to obtain clarifying information from a Vendor in writing for the Evaluation Committee.
4. For Request for Proposals - the following shall apply:

a. The Director of Purchasing may recommend to the Evaluation Committee to short list the most qualified firms prior to the Final Evaluation.

b. The Evaluation Criteria identifies points available; a total of 100 points is available.

c. If the Evaluation Criteria includes a request for pricing, the total points awarded for price is determined by applying the following formula:
(Lowest Proposed Price/Vendor's Price) x
(Maximum Number of Points for Price)
= Price Score

d. After completion of scoring, the County may negotiate pricing as in its best interest.

5. For Requests for Letters of Interest or Request for Qualifications - the following shall apply:
   a. The Evaluation Committee will create a short list of the most qualified firms.
   b. The Evaluation Committee will either:
      i. Rank shortlisted firms; or
      ii. If the solicitation is part of a two-step procurement, shortlisted firms will be requested to submit a response to the Step Two procurement.

G. Demonstrations

Refer to **Special Instructions to Vendors** if Demonstrations are applicable. Vendors determined to be both responsive and responsible to the requirements of the solicitation and/or shortlisted (if applicable), will be required to demonstrate the nature of their offered solution. After receipt of solicitation responses, all Vendors will receive a description of, and arrangements for, the desired demonstration. All Vendors will have equal time for demonstrations, but the question-and-answer time may vary.

In accordance with Section 286.0113, Florida Statutes, and pursuant to the direction of the Broward County Board of Commissioners, demonstrations are closed to only the Vendor's team and County staff.

H. Presentations

Vendors that are determined to be both responsive and responsible to the requirements of the solicitation and/or shortlisted (if applicable) will have an opportunity to make an oral presentation to the Evaluation Committee on the Vendor's approach to this project and the Vendor's ability to perform. The committee may provide a list of subject matter for the discussion. All Vendor's will have equal time to present but the question-and-answer time may vary.

In accordance with Section 286.0113 of the Florida Statutes, and the direction of the Broward County Board of Commissioners, presentations during Evaluation Committee Meetings are closed. Only the Evaluation Committee members, County staff and the vendor and their team scheduled for that presentation will be present in the meeting during the presentation and subsequent question and answer period. Subconsultants partnering with multiple prime vendors may only be present during one presentation/question and answer session.

I. Public Art and Design Program

If indicated in Special Instructions to Vendors, Public Art and Design Program, Section 1-88, Broward County Code of Ordinances, applies to this project. It is the intent of the County to functionally integrate art, when applicable, into capital projects and integrate artists' design concepts into this improvement project. The Vendor may be required to collaborate with the artist(s) on design development within the scope of this request. Artist(s) shall be selected by

Broward County through an independent process. For additional information, contact the Broward County Cultural Division.

J. Evaluation Committee Meetings

Evaluation Committee Meetings are posted on Broward County's Sunshine Meetings website.

K. Committee Appointment

The committee members appointed for this solicitation are available on the Purchasing Division's website under Committee Appointment.

L. Committee Questions, Request for Clarifications, Additional Information

1. At any committee meeting, the Evaluation Committee members may ask questions, request clarification, or require additional information of any Vendor's submittal or proposal. It is highly recommended Vendors attend to answer any committee questions (if requested), including a Vendor representative that has the authority to bind.

2. Vendor's answers may impact evaluation (and scoring, if applicable). Upon written request to the Purchasing Agent prior to the meeting, a conference call number will be made available for Vendor participation via teleconference. Only Vendors that are found to be both responsive and responsible to the requirements of the solicitation and/or shortlisted (if applicable) are requested to participate in a final (or presentation) Evaluation Committee meeting.

M. Vendor Questions

The County provides a specified time for Vendors to ask questions and seek clarification regarding solicitation requirements. All questions or clarification inquiries must be submitted electronically through Periscope S2G by the Question & Answer due date and time specified in the solicitation document (including any addenda). The County will respond to questions electronically through Periscope S2G.

N. Confidential Material/ Public Records and Exemptions

1. Broward County is a public agency subject to Chapter 119, Florida Statutes. Upon receipt, all submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Submittals may be posted on the County's public website or included in a public records request response unless there is a declaration of "confidentiality" pursuant to the public records law and in accordance with the procedures in this section.

2. Any confidential material(s) the Vendor asserts is exempt from public disclosure under Florida Statutes must be labeled as "Confidential" and marked with the specific statute and subsection asserting exemption from Public Records. Electronic media, including flash drives, must also comply with this requirement and separate any files claimed to be confidential.

3. To submit confidential material, at least one copy (in print or electronic format) must be submitted in a sealed envelope, labeled "Confidential Matter" with the solicitation number, title, date and the time of solicitation opening to:

   Broward County Purchasing Division 115
   South Andrews Avenue, Room 212 Fort
   Lauderdale, FL 33301

4. Any materials that the Vendor claims to be confidential and exempt from public records must be marked and separated from the submittal. If the Vendor does not comply with these instructions,the Vendor's claim for confidentiality will be deemed as waived.

5. Submitting confidential material may impact full discussion of your submittal by the Evaluation Committee because the Committee will be unable to discuss the details contained in the documents cloaked as confidential at the publicly noticed Committee meeting.

O. Copyrighted Materials

Copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Submission of copyrighted material in response to any solicitation will constitute a license and permission for the County to use, reproduce, and publish (including both hard copy and electronic copies) as reasonably necessary for the evaluation of the solicitation response by County staff and agents, as well as to make the materials available for inspection or production pursuant to Public Records Law, Chapter 119, Florida Statutes.

P. State and Local Preferences

If the solicitation involves a federally funded project where the fund requirements prohibit the use of state and/or local preferences, such preferences contained in the Local Preference Ordinance and Broward County Procurement Code will not be applied in the procurement process.

Q. Local Preference

The following local preference provisions shall apply except where otherwise prohibited by federal or state law or other funding source restrictions.

For all competitive solicitations in which objective factors used to evaluate the responses from vendors are assigned point totals:

a. Five percent (5%) of the available points (for example, five points of a total 100 points) shall be awarded to each locally based business and to each joint venture composed solely of locally based businesses, as applicable;
b. Three percent (3%) of the available points shall be awarded to each locally based subsidiary and to each joint venture that is composed solely of locally based subsidiaries, as applicable;and
c. For any other joint venture, points shall be awarded based upon the respective proportion of locally based businesses and locally based subsidiaries' equity interests in the joint venture.

If, upon the completion of final rankings (technical and price combined, if applicable) by the Evaluation Committee, a nonlocal vendor is the highest ranked vendor and one or more Local Businesses (as defined by Section 1-74 of the Broward County Code of Ordinances) are within five percent (5%) of the total points obtained by the nonlocal vendor, the highest ranked Local Business shall be deemed to be the highest ranked vendor overall, and the County shall

proceed to negotiations with that vendor. If impasse is reached, the County shall next proceed to negotiations with the next highest ranked Local Business that was within five percent (5%) of the total points obtained by the nonlocal vendor, if any.

Refer to Section 1-75 of the Broward County Local Preference Ordinance and the **Location Certification Form** for further information.

R. Tiebreaker Criteria

In accordance with Section 21.42(d) of the Broward County Procurement Code, the tiebreaker criteria shall be applied based upon the information provided in the Vendor's response to the solicitation.

In order to receive credit for any tiebreaker criterion, complete and accurate information must be contained in the Vendor's submittal.

1. Location Certification Form;
2. Domestic Partnership Act Certification;
3. Tiebreaker Criteria Form: Volume of Payments Over Five Years

S. Posting of Solicitation Results and Recommendations

The Broward County Purchasing Division's website is the location for the County's posting of all solicitations and recommendation for award and recommendation of rankings. It is the obligation of each Vendor to monitor the website in order to obtain complete and timely information.

T. Review and Evaluation of Responses

An Evaluation Committee is responsible for recommending the most qualified Vendor(s).The process for this procurement may proceed in the following manner:

1. The Purchasing Division delivers the solicitation submittals to agency staff for summarization forthe committee members. Agency staff prepares a report, including a matrix of responses submitted by the Vendors. This may include a technical review, if applicable. If a demonstration is required, County will appoint a Technical Review Team ("TRT") to view all Vendor demonstrations. The TRT will be comprised of County staff with specific subject matter expertise. The TRT will review all Vendor demonstrations for compliance with the Demonstration Script. The Project Manager will compile the results of each Vendor's demonstration into a final

TRT Report. The TRT Report will be distributed to the Evaluation Committee members prior to the Final Evaluation Meeting.

2. A solicitation may only be awarded to a vendor whose submission is responsive to the requirements of the solicitation. The Director of Purchasing shall determine whether submissions are responsive. For solicitations in which an Evaluation Committee has been appointed, the Director of Purchasing's determination regarding responsiveness is not binding on the Evaluation Committee, which may accept or reject such determination but must state with specificity the basis for any rejection thereof.

3. The Evaluation Committee, with assistance of the Purchasing Division and based on information provided by the applicable County Agencies and the Office of the County

Attorney, shall determine whether vendors who have submitted responsive submissions are responsible. Notwithstanding the foregoing, the awarding authority for a solicitation shall have the ultimate authority to determine whether vendors who have submitted responsive submissions are responsible. When making determinations of responsibility, the Director of Purchasing or the Evaluation Committee (as applicable) may request additional information from any vendor on matters that may affect a vendor's responsibility. The failure of a vendor to provide information requested by the County may result in a determination of non- responsibility. In addition, a vendor may submit information regarding its responsibility; provided, however, that such information shall not be considered if it contradicts or materially alters the information provided by the vendor in its original response to the solicitation.

U. Vendor Protest

Part X of the Broward County Procurement Code sets forth procedural requirements that apply if a Vendor intends to protest a solicitation or proposed award of a contract and states in part the following:

1. Any written protest concerning the specifications or requirements of a solicitation (or of any addenda thereto) must be received by the Director of Purchasing within five (5) business days after the applicable solicitation (or addenda) is posted on the Purchasing Division's website.

2. Any written protest concerning a proposed award or ranking must be received by the Director of Purchasing within five (5) business days after the proposed award or ranking is posted on the Purchasing Division's website.

3. Calculation of Days. Unless otherwise expressly stated, all references to "days" mean calendar days between the hours of 8:30 a.m. and 5:00 p.m., excluding days that are County holidays. All references to "business days" mean Monday through Friday between the hours of 8:30 a.m. and 5:00 p.m., excluding days that are County holidays. In calculating time periods, the day of the event that triggers the time period shall be excluded from the calculation (for example, objections to a ranking must be filed within three (3) business days after the ranking is posted, so an objection to a ranking posted on a Monday must be filed no later than 5:00 p.m. on Thursday). Failure to file a written protest so that it is received by the Director of Purchasing within the timeframes set forth in Part X of the Broward County Procurement Code shall constitute a waiver of the right to protest. A protest submitted to anyone other than the Director of Purchasing shall not be a valid protest.

4. Except as to any protest of the specifications or requirements of a solicitation, as a condition of initiating any protest, the protestor must, concurrently with filing the protest, pay a filing fee for the purpose of defraying the costs in administering the protest in accordance with the scheduled provided below. The filing fee shall be refunded if the protestor prevails in the protest. Failure to timely pay the required filing fee shall render the protest invalid.

Estimated Contract Amount	Filing Fee
Mandatory Bid Amount up to $250,000	$500
$250,000 - $500,00	$1,000
$500,001 - $5 million	$3,000

Over $5 million	$5,000

The estimated contract amount shall be the total bid amount offered by the protesting vendor in its response to the solicitation, inclusive of any contract renewals or extensions. If no bid amount was submitted by the protestor, the estimated contract amount shall be the County's estimated contract price for the procurement. The County will accept a filing fee in the of a money order, certified check, or cashier's check, payable to "Broward County," or other manner of payment approved by the Director of Purchasing.

V. Right To Appeal

The protestor may appeal the Director of Purchasing's denial of the protest with respect to the proposed award of a solicitation in accordance with Part XII of the Broward County Procurement Code. Decisions by the Director of Purchasing with respect to the specifications or requirements of a solicitation may only be appealed to the County Administrator or their designee, who shall determine the method, timing, and process of the appeal and whose decision shall be final.

1. The appeal must be received by the Director of Purchasing within ten (10) days after the date of the determination being appealed.

2. The appeal must be accompanied by an appeal bond by a Vendor having standing to protest and must comply with all other requirements of Part XII of the Broward County Procurement Code.

3. Except as otherwise provided by law, the filing of an appeal is an administrative remedy that must be exhausted prior to the filing of any civil action against the County concerning any subject matter that, had an appeal been filed, could have been addressed as part of the appeal.

W. Rejection of Responses

The Director of Purchasing may reject all responses to a solicitation, even when only one response is received, if the Director of Purchasing determines that doing so would be in the best interest of the County; provided, however, that only the Board may reject all responses to a solicitation where the issuance of the solicitation was approved by the Board.

X. Negotiations

Once a ranking is deemed final, the County shall commence contract negotiations with the top-ranked vendor (or, if provided in the solicitation, with multiple top-ranked vendors simultaneously). If the negotiation does not result in mutually satisfactory contract terms within a reasonable time, as determined by the Director of Purchasing, then the Director of Purchasing may terminate negotiations with the applicable vendor and commence (or continue, if the solicitation provided for negotiation with multiple top-ranked vendors) negotiations with the next- ranked vendor(s) or issue a new solicitation, as the Director of Purchasing determines to be in the best interest of the County.

Y. Submittal Instructions:

1. Broward County does not require any personal information (as defined under Section 501.171, Florida Statutes), such as social security numbers, driver license numbers, passport, military ID, bank account or credit card numbers, or any personal pin numbers, in order to submit aresponse for ANY Broward County solicitation. DO NOT INCLUDE any personal information data in any document submitted to the County. If any

   personal information data is part of a submittal, this information must be redacted prior to submitting a response to the County.

2. Vendor MUST submit its solicitation response electronically through Periscope S2G and MUST confirm its solicitation response in order for the County to receive a valid response through Periscope S2G. It is the Vendor's sole responsibility to assure its response is submitted and received through Periscope S2G by the date and time specified in the solicitation.

3. The County will not consider solicitation responses received by other means. Vendors are encouraged to submit their responses in advance of the due date and the time specified in the solicitation. In the event that the Vendor is having difficulty submitting the solicitation response electronically through Periscope S2G, immediately notify the Purchasing Agent and then contact Periscope S2G for technical assistance.

4. Vendor must view, submit, and/or accept each of the documents in Periscope S2G. Web-fillable forms can be filled out and submitted through Periscope S2G.

5. After all documents are viewed, submitted, and/or accepted in Periscope S2G, the Vendor must upload additional information requested by the solicitation (i.e. Evaluation Criteria and Financial Statements) in the Item Response Form in Periscope S2G, under line one (regardless if pricing requested). Evaluation Criteria responses should be non-locked file format.

6. If the Vendor is declaring any material confidential and exempt from Public Records, refer to Confidential Material/ Public Records and Exemptions for instructions on submitting confidential material.

7. After all files are uploaded, Vendor must submit and CONFIRM its offer (by entering password) for offer to be received electronically through Periscope S2G.

8. If a solicitation requires an original Proposal Bond (per Special Instructions to Vendors), Vendor must submit in a sealed envelope, labeled with the solicitation number, title, date and the time of solicitation opening to:

   Broward County Purchasing Division 115
   South Andrews Avenue, Room 212 Fort
   Lauderdale, FL 33301

9. A copy of the Proposal Bond should also be uploaded into Periscope S2G; this does not replace the requirement to have an original proposal bond. Vendors must submit the original Proposal Bond, by the due date and time specified in the solicitation.

Revised June 15, 2023

Supplier: **HSA Bank**

Procurement Preferences for
Broward County Small Business Enterprises and County Business Enterprises

This should be returned with the Vendor's submittal and will be used for informational purposes.

In accordance with Broward County Ordinance, Section 1.81, non-reserved solicitations (for certified Small Business Enterprises (SBEs) or County Business Enterprises (CBEs) and solicitations without any assigned CBE goals, a responding Broward County certified SBE or CBE may be eligible for a procurement preference, in accordance with below:

For Invitations to Bid and Quotation Requests:
If a responsive, responsible bid is received from a certified CBE or SBE that is within ten percent (10%) of the lowest responsive, responsible bid received from a non-certified (SBE or CBE) firm, the SBE or CBE (as applicable) shall be offered the opportunity to match the lowest responsive, responsible bid. If the SBE or CBE firm (as applicable) is responsive and responsible, and matches the lowest responsive, responsible bid, the CBE or SBE firm shall be recommended for award.

For Request for Proposals:
If upon the completion of final rankings by the Evaluation Committee, a non-certified proposer is the highest-ranked proposer, and a responsive, responsible SBE or CBE proposer receives a score thatis within five percent (5%) of the score obtained by the non-certified proposer, the highest-ranked responsive, responsible SBE or CBE proposer shall be considered the highest-ranked proposer and shall have the opportunity to proceed to negotiations with the County for award of the contract.

Vendor should indicate below if the firm is a currently certified Broward County SBE and/or CBE firm. If the firm does not indicate it is an SBE or CBE, preference may not be applied based on information received but certification will be verified in the Broward County OESBD Certified Firm Directory. Vendor must be certified at time of solicitation opening (due date).

This does not substitute for certification or application for certification.

- ☐ Firm is a Broward County certified SBE.
- ☐ Firm is a Broward County certified CBE
- ☑ Firm is not a Broward County certified SBE or CBE

Vendor Name **HSA Bank, a Division of Webster Bank, N.A.**

For questions regarding the Broward County SBE and CBE certifications, please contact Office of Economic and Small Business Development at 954-357-6400.

Revised May 1, 2021

Supplier: **HSA Bank**

VENDOR QUESTIONNAIRE AND STANDARD CERTIFICATIONS
Request for Proposals, Request for Qualifications, or Request for Letters of Interest

The completed form, including acknowledgment of the standard certifications and should be submitted with the solicitation response. If not submitted with solicitation response, it must be submitted within three business days of County's written request. Failure to timely submit may affect Vendor's evaluation.

If a response requires additional information, the Vendor should upload a written detailed response with submittal; each response should be numbered to match the question number. The completed questionnaire and attached responses will become part of the procurement record. It is imperative that the person completing the Vendor Questionnaire be knowledgeable about the proposing Vendor's business and operations.

1. Legal business name: **HSA Bank, a Division of Webster Bank, N.A.**
2. Doing Business As/ Fictitious Name (if applicable): **HSA Bank, a division of Webster Bank, N.A.**
3. Federal Employer I.D. no. (FEIN): **06-0273620**
4. Dun and Bradstreet No.: **006918486**
5. Website address (if applicable): **www.hsabank.com**
6. Principal place of business address: **1515 N. RiverCenter Drive, Milwaukee WI, 53212**
7. Office location responsible for this project: **1515 N. RiverCenter Drive, Milwaukee WI, 53212**
8. Telephone no.: **Wisconsin** Fax no.: **877-851-7041**
9. Type of business (check appropriate box):

Corporation (specify the state of incorporation:	☑
Sole Proprietor	☐
Limited Liability Company (LLC)	☐
Limited Partnership	☐
General Partnership (State and County Filed In)	☐
Other – Specify	☐

10. List Florida Department of State, Division of Corporations document number (or registration number if fictitious name): **Webster Servicing LLC (parent company of HSA Bank), which will be the contracting entity for these services is registered with the Florida Department of State, Division of Corporations as document number M19000000453.**
11. List name and title of each principal, owner, officer, and major shareholder:

a) **N/A**
b) **N/A**

c) **N/A**
d) **N/A**

12. AUTHORIZED CONTACT(S) FOR YOUR FIRM:

Name: **Rob Banuelos**

Title: **Senior Vice President - Director of Sales**

E-mail: **rbanuelos@hsabank.com**

Telephone No.: **(866) 357-5232**

Name: **Chris Fiore**

Title: **Regional Vice President of Sales**

E-mail: **cfiore@hsabank.com**

Telephone No.: **(917) 346-5187**

13. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached written response. ☐ Yes ☑ No
14. Has your firm, its principals, officers or predecessor organization(s) ever been debarred or suspended by any government entity? If yes, specify details in an attached written response, including the reinstatement date, if granted. ☐ Yes ☑ No
15. Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response. ☐ Yes ☑ No
16. Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in an attached written response. ☐ Yes ☑ No
17. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three years? If yes, specify details in an attached written response. ☐ Yes ☑ No
18. Has your firm's surety ever intervened to assist in the completion of a contract of have Performance and/or Payment Bond claims been made to your firm or its predecessor's sureties during the last three years? If yes, specify details in an attached written response, including contact information for owner and surety. ☐ Yes ☑ No
19. Has your firm ever failed to complete any work awarded to you, services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response. ☐ Yes ☑ No
20. Has your ever been terminated from a contract within the last three years? If yes, specify details in an attached written response. ☐ Yes ☑ No
21. Living Wage solicitations only: In determining what, if any, fiscal impact(s) are a result of the Ordinance for this solicitation, provide the following for informational purposes only. Response is not considered in determining the award of this contract.
    Living Wage had an effect on the pricing. ☐ Yes ☐ No ☑ N/A
    If yes, Living Wage increased the pricing by: %.
22. Participation in Solicitation Development:

☑ I have not participated in the preparation or drafting of any language, scope, or specification that would provide my firm or any affiliate an unfair advantage of securing this solicitation that has been let on behalf of Broward County Board of County Commissioners.

☐ I have provided information regarding the specifications and/or products listed in this solicitation that has been let on behalf of Broward County Board of County Commissioners.
If this box is checked, provide the following: Name of Person the information was provided:
Title: **N/A**
Date information provided: **N/A**
For what purpose was the information provided?

Drug-Free Workplace Requirements Certification:

Section 21.23(f) of the Broward County Procurement Code requires awards of all competitive solicitations requiring Board award be made only to firms certifying the establishment of a drug free workplace program.

☑ The Vendor hereby certifies that it has established a drug free workplace program in accordance with the requirements of Section 1-71, et. Seq.,of the Broward County Code of Ordinances (Procurement From Businesses With Drug-Free Workplace Program).

Non-Collusion Certification:

Vendor shall disclose, to their best knowledge, any Broward County officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1) (c), Florida Statutes, who is an officer or director of, or has a material interest in, the Vendor's business, who is in a position to influence this procurement. Any Broward County officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. Failure of a Vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the Broward County Procurement Code.

The Vendor hereby certifies that: (select one)

☑ The Vendor certifies that this offer is made independently and free from collusion; or

☐ The Vendor is disclosing names of officers or employees who have a material interest in this procurement and is in a position to influence this procurement. Vendor must include a list of name(s), and relationship(s) with its submittal.

Public Entities Crimes Certification:

In accordance with Public Entity Crimes, Section 287.133, Florida Statutes, a person or affiliate placed on the convicted vendor list following a conviction for a public entity crime may not submit on a contract: to provide any goods or services; for construction or repair of a public building or public work; for leases of real property to a public entity; and may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s.
287.017 for Category Two for a period of 36 months following the date of being placed on the convicted vendor list.

The Vendor hereby certifies that: (check box)

☑ The Vendor certifies that no person or affiliates of the Vendor are currently on the convicted vendor list and/or has not been found to commit a public entity crime, as described in the statutes.

Scrutinized Companies List Certification:

Any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List is prohibited from submitting a response to a solicitation for goods or services in an amount equal to or greater than
$1 million.

The Vendor hereby certifies that: (check each box)

☑ The Vendor, owners, or principals are aware of the requirements of Sections 287.135, 215.473, and 215.4275, Florida Statutes, regarding Companies on the Scrutinized Companies with Activities in Sudan List the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and

☑ The Vendor, owners, or principals, are eligible to participate in this solicitation and are not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and

☑ If awarded the Contract, the Vendor, owners, or principals will immediately notify the County in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List.

I hereby certify the information provided in the Vendor Questionnaire and Standard Certifications:

Rob Banuelos	**Senior Vice President - Director of Sales**	**8/15/2023**
*AUTHORIZED SIGNATURE/NAME	TITLE	DATE

Vendor Name: **HSA Bank, a division of Webster Bank, N.A**

* I certify that I am authorized to sign this solicitation response on behalf of the Vendor as indicated in Certificate as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on behalf of the Vendor. As the Vendor's authorized representative, I attest that any and all statements, oral, written or otherwise, made in support of the Vendor's response, are accurate, true and correct. I also acknowledge that inaccurate, untruthful, or incorrect statements made in support of the Vendor's response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to PART XI of the Broward County Procurement Code. I certify that the Vendor's response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same items/services, and is in all respects fair and without collusion or fraud. I also certify that the Vendor agrees to abide by all terms and conditions of this solicitation, acknowledge and accept all of the solicitation pages as well as any special instructions sheet(s).

Supplier: **HSA Bank**

LOBBYIST REGISTRATION REQUIREMENT CERTIFICATION

The completed should be submitted with the solicitation response but must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

The Vendor certifies that it understands if it has retained a lobbyist(s) to lobby in connection with a competitive solicitation, it shall be deemed non-responsive unless the firm, in responding to the competitive solicitation, certifies that each lobbyist retained has timely filed the registration or amended registration required under Broward County Lobbyist Registration Act, Section 1-262, Broward County Code of Ordinances; and it understands that if, after awarding a contract in connection with the solicitation, the County learns that the certification was erroneous, and upon investigation determines that the error was willful or intentional on the part of the Vendor, the County may, on that basis, exercise any contractual right to terminate the contract for convenience.

The Vendor hereby certifies that: (select one)

☑ It has not retained a lobbyist(s) to lobby in connection with this competitive solicitation; however, if retained after the solicitation, the County will be notified.

☐ It has retained a lobbyist(s) to lobby in connection with this competitive solicitation and certified that each lobbyist retained has timely filed the registration or amended registration required under Broward County Lobbyist Registration Act, Section 1-262, Broward County Code of Ordinances.

It is a requirement of this solicitation that the names of any and all lobbyists retained to lobby in connection with this solicitation be listed below:

Name of Lobbyist: **Not applicable.**

Lobbyist's Firm: **Not applicable.**

Phone: **Not applicable.**

E-mail: **Not applicable.**

Name of Lobbyist: **Not applicable.**

Lobbyist's Firm: **Not applicable.**

Phone: **Not applicable.**

E-mail: **Not applicable.**

Rob Banuelos	**Senior Vice President - Director of Sales**
Authorized Signature/Name	**TITLE**
HSA Bank, a division of Webster Bank, N.A.	**8/22/2023**
Vendor Name	**DATE**

Revised May 1, 2021

Supplier: **HSA Bank**

CRIMINAL HISTORY SCREENING PRACTICES CERTIFICATION FORM

The completed and signed form should be returned with Vendor's submittal. If Vendor does not provide it with the submittal, Vendor must submit the completed and signed form within three business days after County's request. Vendor shall be deemed nonresponsive for failure to fully comply within stated timeframes.

Section 26-125(d) of the Broward County Code of Ordinances ("Criminal History Screening Practices") requires that a Vendor seeking a contract in the amount of $100,000 or more with Broward County shall certify that it has implemented, or will implement upon award of the contract, policies, practices, and procedures regarding inquiry into the criminal history of an applicant for employment, including a criminal history background check of any such person, that preclude inquiry into an applicant's criminal history until the applicant is selected as a finalist and interviewed for the position. The requirement in the preceding sentence shall apply only to positions located within the United States that will foreseeably perform work under a contract with Broward County. The failure of Vendor to comply with Section 26-125(d) at any time during the contract term shall constitute a material breach of the contract, entitling Broward County to pursue any remedy permitted under the contract and any other remedy provided under applicable law. If Vendor fails to comply with Section 26-125(d) at any time during the contract term, Broward County may, in addition to all other available remedies, terminate the contract and Vendor may be subject to debarment or suspension proceedings consistent with the procedures in Chapter 21 of the Broward County Administrative Code.

By signing below, Vendor certifies that it is aware of the requirements of Section 26-125(d), Broward County Code of Ordinances, and certifies the following: (check only one below).

- [x] Vendor certifies that, for positions located within the United States that will foreseeably perform work under a contract with Broward County, it has implemented, or will implement upon award of the contract, policies, practices, and procedures regarding inquiry into the criminal history of an applicant for employment, including a criminal history background check of any such person, that preclude inquiry into an applicant's criminal history until the applicant is selected as a finalist and interviewed for the position.

- [ ] Vendor is exempt from the requirements of Section 26-125(d) of the Broward County Code of Ordinances because Vendor is required by applicable federal, state, or local law to conduct a criminal history background check in connection with potential employment at a time or in a manner that would otherwise be prohibited by this section, or because Vendor is a governmental agency.

AUTHORIZED SIGNATURE/ NAME: **Rob Banuelos**

VENDOR NAME: **HSA Bank, a division of Webster Bank, N.A.**

TITLE: **Senior Vice President - Director of Sales**

DATE: **8/15/2023**

Revised June 17, 2022

Supplier: **HSA Bank**

DOMESTIC PARTNERSHIP ACT CERTIFICATION

The Domestic Partnership Act, Sections 16 ½ - 150 through 16 ½ -165, Broward County Code of Ordinances (the "Act") requires any Vendors contracting with the County, in an amount over $100,000 provide benefits to registered domestic partners of its employees, on the same basis as it provides benefits to employees' spouses, with certain exceptions as provided by the Act.

Refer to applicable section below based on solicitation type. Failure to submit this form by stated timeframes will deem the Vendor nonresponsive to the solicitation or ineligible for the Domestic Partnership tiebreaker, as applicable.

For Invitation for Bids:
The completed and signed form should be returned with the Vendor's submittal. If not provided with the submittal, the Vendor must submit this form within three business days after County's request. A Vendor shall be deemed non-responsive for failure to fully comply within stated timeframes.

For Request for Proposals (RFPs), Request for Letters of Interest (RLIs), or Request for Qualifications (RFQs):
For the solicitation types referenced in this section, this form can be used for multiple purposes. For solicitations that contain Competitive Consultants' Negotiation Act (CCNA) requirements, this form will be used for tiebreaker criterion only.

1. **Domestic Partnership Responsiveness Requirement**
   If Domestic Partnership is a requirement of the solicitation (refer to Special Instructions to Vendors), this completed and signed form should be returned with the Vendor's submittal. If not provided with the submittal, the Vendor must submit this form within three business days after County's request. A Vendor shall be deemed non-responsive for failure to fully comply within stated timeframes.

2. **Domestic Partnership Tiebreaker**
   To be eligible for the Domestic Partnership tiebreaker, **the Vendor must currently offer the Domestic Partnership benefit and the completed and signed form must be returned at the time of solicitation submittal**. Vendors who fail to comply with this submittal deadline will not be eligible for the Domestic Partnership tiebreaker.

For all submittals over $100,000.00, the Vendor, by virtue of the signature below, certifies that it is aware of the requirements of Broward County's Domestic Partnership Act, Sections 16-½ -150 through 16 ½ - 165, Broward County Code of Ordinances; and certifies the following: (check only one below).

- [x] 1. The Vendor currently complies with the requirements of the County's Domestic Partnership Act and provides benefits to Domestic Partners (as defined in the Act) of its employees on the same basis as it provides benefits to employees' spouses.
- [ ] 2. The Vendor will comply with the requirements of the County's Domestic Partnership Act at time of contract award and for the duration of the contract by providing benefits to Domestic Partners (as defined in the Act) of its employees on the same basis as it provides benefits to employees' spouses.
- [ ] 3. The Vendor will not comply with the requirements of the County's Domestic Partnership Act at time of award.

☐ 4. The Vendor does not need to comply with the requirements of the County's Domestic Partnership Act at time of award because the following exception(s) applies: **(check only one below)**.

- ☐ The Vendor employs less than five (5) employees.
- ☐ The Vendor does not provide benefits to employees' spouses.
- ☐ The Vendor is a governmental entity.
- ☐ The Vendor is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated, supervised, or controlled by or in conjunction with a religious organization, association, or society.
- ☐ The Vendor provides an employee the cash equivalent of benefits. (Attach an affidavit in compliance with the Act stating the efforts taken to provide such benefits and the amount of the cash equivalent).
- ☐ The Vendor cannot comply with the provisions of the Domestic Partnership Act because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. (Indicate the law, statute or regulation and attach explanation of its applicability).

Rob Banuelos	**Senior Vice President - Director of Sales**	**HSA Bank, a division of Webster Bank, N.A.**	**8/22/2023**
Authorized Signature/Name	**Title**	**Vendor**	**Date**

Revised January 24, 2023

Supplier: **HSA Bank**

LITIGATION HISTORY FORM

The completed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

☑ There are no material cases for this Vendor; or
☐ Material Case(s) are disclosed below:

Is this for a: (check type) ☐ Parent, ☐ Subsidiary, or ☐ Predecessor Firm?	If Yes, name of Parent/Subsidiary/Predecessor: Or No ☐
Party	
Case Number, Name, and Date Filed	
Name of Court or other tribunal	
Type of Case	Bankruptcy ☐ Civil ☐ Criminal ☐ Administrative/Regulatory ☐
Claim or Cause of Action and Brief description of each Count	
Brief description of the Subject Matter and Project Involved	
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Pending ☐ Settled ☐ Dismissed ☐ Judgment Vendor's Favor ☐ Judgment Against Vendor ☐ If Judgment Against, is Judgment Satisfied? ☐ Yes ☐ No
Opposing Counsel	Name: Email: Telephone Number:

Vendor Name: HSA Bank, a division of Webster Bank, N.A.

Revised May 1, 2021

Supplier: **HSA Bank**

AFFILIATED ENTITIES OF THE PRINCIPAL(S) CERTIFICATION

The completed form should be submitted with the solicitation response. If not submitted with solicitation response, it must be submitted within three business days of County's request. Failure to timely submit may result in Vendor being deemed non-responsive.

a. All Vendors are required to disclose the names and addresses of "affiliated entities" of the Vendor's principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Vendor with the County.

b. The County will review all affiliated entities of the Vendor's principal(s) for contract performance evaluations and the compliance history with the County's Small Business Development Program, including County Business Enterprise (CBE), Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) goal attainment requirements. "Affiliated entities" of the principal(s) are those entities related to the Vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.

c. The County will consider the contract performance evaluations and the compliance history of the affiliated entities of the Vendor's principals in its review and determination of responsibility.

The Vendor hereby certifies that: (select one)

- [x] No principal of the proposing Vendor has prior affiliations that meet the criteria defined as "Affiliated entities"
- [ ] Principal(s) listed below have prior affiliations that meet the criteria defined as "Affiliated entities"

Principal's Name: **Not applicable.**
Names of Affiliated Entities: **Not applicable.**
Principal's Name: **Not applicable.**
Names of Affiliated Entities: **Not applicable.**
Principal's Name: **Not applicable.**
Names of Affiliated Entities: **Not applicable.**

Authorized Signature Name: **Rob Banuelos**

Title: **Senior Vice President - Director of Sales**

Vendor Name: **HSA Bank, a division of Webster Bank, N.A.**

Date: **8/15/2023**

Revised 11/24/2021

Supplier: **HSA Bank**

AGREEMENT EXCEPTION FORM

The completed form(s) should be submitted with the solicitation response. If not submitted with solicitation response, it shall be deemed an affirmation by the Vendor that it accepts contract terms and conditions stated in the solicitation.

The Vendor must provide on the form below, any and all exceptions it takes to the contract terms and conditions stated in the solicitation, including all proposed modifications to the contract terms and conditions or proposed additional terms and conditions. Additionally, a brief justification specifically addressing each provision to which an exception is taken should be provided.

☐ There are no exceptions to the contract terms and conditions state in this solicitation; or

☑ The following exceptions are taken to the contract terms and conditions state in this soliciation: (use additional forms as needed; separate each Article/ Section number)

Term or Condition Article / Section	Insert proposed modifications to the contract terms and conditions or proposed additional terms and condition	Provide brief justification for proposed modifications
See attached 'Broward County - HSA Bank Responses.'	**See attached 'Broward County - HSA Bank Responses.'**	**See attached 'Broward County - HSA Bank Responses.'**

Vendor Name: **HSA Bank, a division of Webster Bank, N.A.**

Revised May 1, 2021

Supplier: **HSA Bank**

LOCATION CERTIFICATION

Refer to applicable sections for submittal instructions. Failure to submit required forms or information by stated timeframes will deem vendor ineligible for local preference or location tiebreaker.

Broward County Code of Ordinances, Section 1-74, et seq., provides certain preferences to Local Businesses, Locally Based Businesses, and Locally Based Subsidiaries, and the Broward County Procurement Code provides location as the first tiebreaker criteria. Refer tothe ordinance for additional information regarding eligibility for local preference.

For Invitation for Bids:

To be eligible for the Local Preference best and final offer ("BAFO") and location tiebreaker, the Vendor **must** submit this fully completed form and a copy of its Broward County local business tax receipt **at the same time it submits its bid**. **Vendors who fail to comply with this submittal deadline will not be eligible for either the BAFO or the location tiebreaker.**

For Request for Proposals (RFPs), Request for Letters of Interest (RLIs), or Request for Qualifications (RFQs):

For Local Preference eligibility, the Vendor **should** submit this fully **completed form** and **all Required Supporting Documentation** (as indicated below) at the time Vendor submits its response to the procurement solicitation. If not provided with submittal, the Vendor **must** submit within three business days after County's written request. Failure to submit required forms or information by stated timeframes will deem the Vendor ineligible for local preference.

To be eligible for the location tiebreaker, **the Vendor must submit this fully completed form and a copy of its Broward County local business tax receipt at the same time it submits its response.** Vendors who fail to comply with this submittal deadline will not be eligible for the location tiebreaker.

The undersigned Vendor hereby certifies that (check the box for only one option below):

☐ **Option 1:** The Vendor is a **Local Business,** but does not qualify as a **Locally Based Business** or a **Locally Based Subsidiary**, as each term is defined by Section 1-74, Broward County Code of Ordinances. The Vendor further certifies that:

A. It has continuously maintained, for at least the one (1) year period immediately preceding the bid posting date (i.e., the date on which the solicitation was advertised),

i. a physical business address located within the limits of Broward County, listed onthe Vendor's valid business tax receipt issued by Broward County (unless exemptfrom business tax receipt requirements),

ii. in an area zoned for the conduct of such business,

iii. that the Vendor owns or has the legal right to use, and

iv. from which the Vendor operates and performs on a day-to-day basis business that is a substantial component of the goods or services being offered to BrowardCounty in connection with the applicable competitive solicitation (as so defined, the "Local Business Location").

If Option 1 selected, indicate **Local Business Location**:

☐ **Option 2:** The Vendor is both a **Local Business** and a **Locally Based Business** as each term is defined by Section 1-74, Broward County Code of Ordinances. The Vendor further certifies that:

A. The Vendor has continuously maintained, for at least the one (1) year period immediately preceding the bid posting date (i.e., the date on which the solicitationwas advertised),

i. a physical business address located within the limits of Broward County, listed on the Vendor's valid business tax receipt issued by Broward County(unless exempt from business tax receipt requirements),

ii. in an area zoned for the conduct of such business,

iii. that the Vendor owns or has the legal right to use, and

iv. from which the Vendor operates and performs on a day-to-day basis business that is a substantial component of the goods or services being offered to Broward County in connection with the applicable competitive solicitation as so defined, the "Local Business Location");

B. The Local Business Location is the primary business address of the majority of the Vendor's employees as of the bid posting date, and/or the majority of the work under the solicitation, if awarded to the Vendor, will be performed by employees of the Vendor whose primary business address is the Local Business Location;

C. The Vendor's management directs, controls, and coordinates all or substantially all of the day-to-day activities of the entity (such as marketing, finance, accounting, human resources, payroll, and operations) from the Local Business Location;

D. The Vendor has not claimed any other location as its principal place of business within the one (1) year period immediately preceding the bid posting date; and

E. Less than fifty percent (50%) of the total equity interests in the business are owned, directly or indirectly, by one or more entities with a principal place of business located outside of Broward County. The Vendor certifies that the total equity interests in the owned, directly or indirectly, by one or more entities with a principal place of business Vendor located outside of Broward County is .

If Option 2 selected, indicate **Local Business Location**:

☐ **Option 3:** The Vendor is both a **Local Business** and a **Locally Based Subsidiary** as each term is defined by Section 1-74, Broward County Code of Ordinances. The Vendor further certifies that:

A. The Vendor has continuously maintained:

i. for at least the one (1) year period immediately preceding the bid posting date(i.e., the date on which the solicitation was advertised),

ii. a physical business address located within the limits of Broward County, listedon the Vendor's valid business tax receipt issued by Broward County (unless exempt from business tax receipt requirements),

iii. in an area zoned for the conduct of such business,

iv. that the Vendor owns or has the legal right to use, and

v. from which the Vendor operates and performs on a day-to-day basis businessthat is a substantial component of the goods or services being offered to Broward County in connection with the applicable competitive solicitation (as so defined, the "Local Business Location");

B. The Local Business Location is the primary business address of the majority of the Vendor's employees as of the bid posting date, and/or the majority of the work under the solicitation, if awarded to the Vendor, will be performed by employees of the Vendor whose primary business address is the Local Business Location;

C. The Vendor's management directs, controls, and coordinates all or substantiallyall of the day-to-day activities of the entity (such as marketing, finance, accounting, human resources, payroll, and operations) from the Local Business Location;

D. The Vendor has not claimed any other location as its principal place of business within the one (1) year period immediately preceding the bid posting date; and

E. At least fifty percent (50%) of the total equity interests in the business are owned, directly or indirectly, by one or more entities with a principal place of business located outside of Broward County. The Vendor certifies that the total equity interests in the Vendor owned, directly or indirectly, by one or more entities with aprincipal place of business located outside of Broward County is .

If Option 3 selected, indicate **Local Business Location**:

☐ **Option 4:** The Vendor is a **joint venture** composed of one or more Local Businesses, Locally Based Businesses, or Locally Based Subsidiaries, as each term is defined by Section 1-74, Broward County Code of Ordinances. Fill in blanks with percentage equity interest or list "N/A" if section does not apply. The Vendor further certifies that:

A. The proportion of equity interests in the joint venture owned by **Local Business(es)** (each Local Business must comply with all of the requirements stated in Option 1) is % of the total equity interests in the joint venture; and/or

B. The proportion of equity interests in the joint venture owned by **Locally Based Business(es)** (each Locally Based Business must comply with all of the requirements stated in Option 2) is % of the total equity interests in thejoint venture; and/or

C. The proportion of equity interests in the joint venture owned by **Locally Based Subsidiary(ies)** (each Locally Based Subsidiary must comply with all of the requirements stated in Option 3) is % of the total equity interests in thejoint venture.

If Option 4 selected, indicate the Local Business Location(s) (es) on separate sheet.

☑ **Option 5:** Vendor is not a Local Business, a Locally Based Business, or a Locally Based Subsidiary, as each term is defined by Section 1-74, Broward County Code of Ordinances.

Required Supporting Documentation (in addition to this form): Option 1 or 2 **(Local Business or Locally Based Business):**

1. Broward County local business tax receipt.

Option 3 (**Locally Based Subsidiary**)

1. Broward County local business tax receipt.
2. Documentation identifying the Vendor's vertical corporate organization and names ofparent entities if the Vendor is a Locally Based Subsidiary.

Option 4 (**joint venture** composed of one or more Local Business(es), Locally Based Business(es), or Locally Based Subsidiary(ies):

1. Broward County local business tax receipt(s) for each Local Business(es), Locally Based Business(es), and/or Locally Based Subsidiary(ies).
2. Executed joint venture agreement, if the Vendor is a joint venture.
3. If joint venture is comprised of one or more Locally Based Subsidiary(ies), submit documentation identifying the vertical corporate organization and parent entitiesname(s) of each Locally Based Subsidiary.

If requested by County (any option):

1. Written proof of the Vendor's ownership or right to use the real property at the LocalBusiness Location.
2. Additional documentation relating to the parent entities of the Vendor.
3. Additional documentation demonstrating the applicable percentage of equity interestsin the joint venture, if not shown in the joint venture agreement.
4. Any other documentation requested by County regarding the location from which theactivities of the Vendor are directed, controlled, and coordinated.

By submitting this form, the Vendor certifies that if awarded a contract, it is the intent of the Vendor to remain at the Local Business Location address listed below (or another qualifyingLocal Business Location within Broward County) for the duration of the contract term, including any renewals or extensions. (If nonlocal Vendor, leave Local Business Location blank.)

Indicate Local Business Location:

1515 N. RiverCenter Drive, Suite 235, Milwaukee WI, 53212

True and Correct Attestations:

Any misleading, inaccurate, or false information or documentation submitted by any party affiliated with this procurement may lead to suspension and/or debarment from doingbusiness with Broward County as authorized by the Broward County Procurement Code. The Vendor understands that, if after contract award, the County learns that any of the information provided by the Vendor on this was false, and the County determines, upon investigation, that the Vendor's provision of such false information was willful or intentional, the County may exercise any contractual right to terminate the contract. The provision of false or fraudulent information or documentation by a Vendor may subject the Vendor to civil and criminal penalties.

AUTHORIZED SIGNATURE/NAME: **Rob Banuelos**

TITLE: **Senior Vice President - Director of Sales**

VENDOR NAME: **HSA Bank, a division of Webster Bank, N.A.**

DATE: **8/15/2023**

Revised May 1, 2021

Supplier: **HSA Bank**

VOLUME OF PREVIOUS PAYMENTS ATTESTATION FORM

The completed and signed form should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit this form and supporting documentation may affect the Vendor's evaluation.

This completed form MUST be included with the Vendor's submittal at the time of the opening deadline to be considered for a Tie Breaker criterion (if applicable).

Points assigned for Volume of Previous Payments will be based on the amount paid-to-date by the County to a prime Vendor **MINUS** the Vendor's confirmed payments paid-to-date to approved certified County Business Enterprise (CBE) firms performing services as Vendor's subcontractor/subconsultant to obtain the CBE goal commitment as confirmed by County's Office of Economic and Small Business Development. Reporting must be within five (5) years of< the current solicitation's opening date.

Vendor must list all received payments paid-to-date by contract as a prime vendor from Broward County Board of County Commissioners. Reporting must be within five (5) years of the current solicitation's opening date.

Vendor must also list all total confirmed payments paid-to-date by contract, to approved certified CBE firms utilized to obtain the contract's CBE goal commitment. Reporting must be within five (5) years of the current solicitation's opening< date.

In accordance with Section 21.41(h)(4) and 21.42(d)(3) of the Broward County Procurement Code, the Vendor with the lowest dollar volume of payments previously paid by the County over a five-year period from the date of the submittal opening will receive the Tie Breaker.

The Vendor attests to the following:

Item No.	Project Title	Contract No.	Department/ Division	Date Awarded	Prime: Paid to Date	CBE: Paid to Date
1.	**Not applicable.**	**Not applicable.**	**Not applicable.**	**Not applicable.**	**Not applicable.**	**Not applicable.**
2.	**Not applicable.**	**Not applicable.**	**Not applicable.**	**Not applicable.**	**Not applicable.**	**Not applicable.**
3.	**Not applicable.**	**Not applicable.**	**Not applicable.**	**Not applicable.**	**Not applicable.**	**Not applicable.**
4.	**Not applicable.**	**Not applicable.**	**Not applicable.**	**Not applicable.**	**Not applicable.**	**Not applicable.**
5.	**Not applicable.**	**Not applicable.**	**Not applicable.**	**Not applicable.**	**Not applicable.**	**Not applicable.**
6.	**Not applicable.**	**Not applicable.**	**Not applicable.**	**Not applicable.**	**Not applicable.**	**Not applicable.**
7.	**Not applicable.**	**Not applicable.**	**Not applicable.**	**Not applicable.**	**Not applicable.**	**Not applicable.**
				Grand Total	**Not applicable.**	**Not applicable.**

Has the Vendor been a member/partner of a Joint Venture firm that was awarded a contract by the County?

Yes ☐ No ☑

If Yes, Vendor must submit a **Joint Vendor Volume of Work Attestation Form**.

Vendor Name: HSA Bank, a division of Webster Bank, N.A.

Rob Banuelos	**Senior Vice President - Director of Sales**	**8/15/2023**

Authorized Signature/Name	Title	Date

VOLUME OF PREVIOUS PAYMENTS ATTESTATION FORM FOR JOINT VENTURE

If applicable, this form and additional required documentation should be submitted with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit this form and supporting documentation may affect the Vendor's evaluation.

If a Joint Venture, the payments paid-to-date by contract provided must encompass the Joint Venture and each of the entities forming the Joint Venture.
Points assigned for Volume of Previous Payments will be based on the amount paid-to-date by contract to the Joint Venture firm **MINUS** all confirmed payments paid-to-date to approved certified CBE firms utilized to obtain the CBE goal commitment. Reporting must be within five (5) years of the current solicitation's opening date. Amount will then be multiplied by the member firm's equity percentage.

In accordance with Section 21.41(h)(4) and 21.42(d)(3) of the Broward County Procurement Code, the Vendor with the lowest dollar volume of payments previously paid by the County over a five-year period from the date of the submittal opening will receive the Tie Breaker.

The Vendor attests to the following:

Item No.	Project Title	Contract No.	Department/ Division	Date Awarded	JV Equity Percent	Prime: Paid to Date	CBE: Paid to Date
1.	**Not applicable.**	**Not applicable.**	**Not applicable.**	**Not applicable.**	**Not applicable.**	**Not applicable.**	**Not applicable.**
2.	**Not applicable.**	**Not applicable.**	**Not applicable.**	**Not applicable.**	**Not applicable.**	**Not applicable.**	**Not applicable.**
3.	**Not applicable.**	**Not applicable.**	**Not applicable.**	**Not applicable.**	**Not applicable.**	**Not applicable.**	**Not applicable.**
4.	**Not applicable.**	**Not applicable.**	**Not applicable.**	**Not applicable.**	**Not applicable.**	**Not applicable.**	**Not applicable.**
5.	**Not applicable.**	**Not applicable.**	**Not applicable.**	**Not applicable.**	**Not applicable.**	**Not applicable.**	**Not applicable.**
6.	**Not applicable.**	**Not applicable.**	**Not applicable.**	**Not applicable.**	**Not applicable.**	**Not applicable.**	**Not applicable.**
7.	**Not applicable.**	**Not applicable.**	**Not applicable.**	**Not applicable.**	**Not applicable.**	**Not applicable.**	**Not applicable.**
8.	**Not applicable.**	**Not applicable.**	**Not applicable.**	**Not applicable.**	**Not applicable.**	**Not applicable.**	**Not applicable.**
					Grand Total	**Not applicable.**	**Not applicable.**

Vendor is required to submit an executed Joint Venture agreement(s) and any amendments for each project listed above. Each agreement must be executed prior to the opening date of this solicitation.

Vendor Name: HSA Bank, a division of Webster Bank, N.A.

Rob Banuelos	**Senior Vice President - Director of Sales**	**8/15/2023**
Authorized Signature/Name	**Title**	**Date**

Revised May 1, 2021

Supplier: **HSA Bank**

SUBCONTRACTORS/SUBCONSULTANTS/SUPPLIERS REQUIREMENT
Request for Proposals, Request for Qualifications, or Request for Letters of Interest

The following forms and supporting information (if applicable) should be returned with Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Failure to timely submit may affect Vendor's evaluation.

A. The Vendor shall submit a listing of all subcontractors, subconsultants and major material suppliers (firms), if any, and the portion of the contract they will perform. A major material supplier is considered any firm that provides construction material for construction contracts, or commodities for service contracts in excess of $50,000, to the Vendor.

B. If participation goals apply to the contract, only non-certified firms shall be identified on the form. A non-certified firm is a firm that is not listed as a firm for attainment of participation goals (ex. County Business Enterprise or Disadvantaged Business Enterprise), if applicable to the solicitation.

C. This list shall be kept up-to-date for the duration of the contract. If subcontractors, subconsultants or suppliers are stated, this does not relieve the Vendor from the prime responsibility of full and complete satisfactory performance under any awarded contract.

D. After completion of the contract/final payment, the Vendor shall certify the final list of non-certified subcontractors, subconsultants, and suppliers that performed or provided services to the County for the referenced contract.

E. The Vendor has confirmed that none of the recommended subcontractors, subconsultants, or suppliers' principal(s), officer(s), affiliate(s) or any other related companies have been debarred from doing business with Broward County or any other governmental agency.

If none, check the box below on this form. Use additional copies of this form(s) in Periscope S2G, if needed.

None - ☐

1. Subcontracted Firm's Name: **WEX Health**
   Subcontracted Firm's Address: **82 Hopmeadow Street, Suite 220, Simsbury CT, 06089**
   Subcontracted Firm's Telephone Number: **N/A**
   Contact Person's Name and Position: **N/A**
   Contact Person's E-Mail Address: **N/A**
   Estimated Subcontract/Supplies Contract Amount: **N/A**
   Type of Work/Supplies Provided: **Technology services for multiproduct administrative platform.**

2. Subcontracted Firm's Name: **FIS**
   Subcontracted Firm's Address: **601 Riverside Avenue, Jacksonville, FL 33204**
   Subcontracted Firm's Telephone Number: **N/A**
   Contact Person's Name and Position: **N/A**
   Contact Person's E-Mail Address: **N/A**
   Estimated Subcontract/Supplies Contract Amount: **N/A**
   Type of Work/Supplies Provided: **Debit card services**

3. Subcontracted Firm's Name: **FISERV**
   Subcontracted Firm's Address: **255 Fiserv Drive, Brookfield WI, 53045**
   Subcontracted Firm's Telephone Number: **N/A**
   Contact Person's Name and Position: **N/A**
   Contact Person's E-Mail Address: **N/A**
   Estimated Subcontract/Supplies Contract Amount: **N/A**
   Type of Work/Supplies Provided: **Debit card plastic production**

4. Subcontracted Firm's Name: **VISA**
   Subcontracted Firm's Address: **900 Metro Center Boulevard, Foster City CA, 94404**
   Subcontracted Firm's Telephone Number: **N/A**
   Contact Person's Name and Position: **N/A**
   Contact Person's E-Mail Address: **N/A**
   Estimated Subcontract/Supplies Contract Amount: **N/A**
   Type of Work/Supplies Provided: **Networks supporting the HSA Bank Health Benefits Debit Card**

I certify that the information submitted in this report is in fact true and correct to the best of my knowledge.

Rob Banuelos	**Senior Vice President - Director of Sales**
Authorized Signature/Name	**Title**
HSA Bank, a division of Webster Bank, N.A.	**8/15/2023**
Vendor Name	**Date**

Revised 11/24/2021

Supplier: **HSA Bank**

Summary of Vendor Rights Regarding Broward County Competitive Solicitations

The purpose of this document is to provide vendors with a summary of their rights to object to or protest a proposed award or recommended ranking of vendors in connection with Broward County competitive solicitations. These rights are fully set forth in the Broward County Procurement Code, available here: https://www.broward.org/purchasing.

1. **Right to Object**
   For Requests for Proposals (RFP), Requests for Qualifications (RFQ) or Requests for Letters of Interest (RLI), vendors may object in writing to a proposed recommendation of ranking made by an Evaluation Committee. Objections must be filed within three (3) business days after the proposed recommendation of ranking (if applicable) is posted on the Purchasing Division's website. The written objection must comply with the requirements stated in Section 21.42(h) of the Procurement Code. Failure to timely and fully meet any requirement will result in the loss of a right to object.

2. **Right to Protest**
   For Invitations to Bid (ITBs), RFP, RFQ, and RLIs, vendors may protest the specifications or requirements of a solicitation (or of any addenda). Protests must be received in writing by the Director of Purchasing within five (5) business days after the applicable solicitation (or addenda) is posted on the Purchasing Division's website.

   For ITBs, vendors may protest a recommendation for award made by the Broward County Purchasing Division. For RFPs, RFQs, and RLIs, vendors may protest a final recommendation of ranking made by an Evaluation Committee. In all cases, protests must be filed in writing within five (5) business days after a recommended ranking or recommendation for award is posted on the Purchasing Division's website.

   Any protest must comply with requirements stated in Part X of the Procurement Code, including a filing fee (if applicable). Failure to timely and fully meet any requirement will result in a loss of protest rights.

   Vendors may appeal the denial of a protest. Section 21.81 of the Procurement Code identifies all other matters that may be appealed. Appeals may require payment of an appeal bond. Appeals must comply with requirements stated in Part XII of the Procurement Code. Failure to timely and fully meet any requirement will result in a loss of appeal rights.

Cone of Silence:
The Board of County Commissioners recently updated provisions of the Cone of Silence Ordinance, Section 1-266, of the Broward County Code of Ordinances, effective as of April 1, 2022.

The County's Cone of Silence Ordinance prohibits all communications, oral or written, relating to a competitive solicitation among vendors/vendor representatives, County Staff, and Commissioner Offices while the cone is in effect. Communications with Purchasing Division employees, the solicitation's designated Project Manager(s) or designee(s), the Office of Economic and Small Business (OESBD) Small Business Development Specialist Supervisor (954-357-6400), and others as specifically identified in the Cone of Silence Ordinance are permitted. Additionally, communication is permitted at pre-bid conferences and negotiation meetings, as applicable.

The Cone of Silence begins upon the advertisement of an ITB, RFP, RFQ, or RLI. The Cone of Silence terminates when the solicitation is awarded, all responses are rejected, or the Board takes other action which ends the solicitation.

Any violations of the Code of Silence Ordinance by any vendor/vendor representative, may be reported to the County's Professional Standards/Human Rights Section. If the County's Professional Standards/Human Rights Section determines that a violation has occurred, a fine shall be imposed as provided in the Broward County Code of Ordinances. At the sole discretion of the Broward County Board of County Commissioners, a violation may void an award of the applicable competitive solicitation.

Review the Cone of Silence Ordinance, Section 1-266 of the Broward County Code of Ordinances, for more detailed information.

Updated: April 1, 2022