

CONTRACT ROUTING SHEET

Date Prepared: October 21, 2015

Need Date: November 10th, 2015

PROCESSING DEPARTMENT:

Department: Human Resources/Risk
Dept. Contact: Jason Hunter
Phone #: x6084
Department
Head Signature: *Ronela Keen*

CONTRACTOR:

Name: Bank of America
Address: P.O. Box 25165
Lehigh Valley, PA 18002-5165
Phone: 252-519-9469

CONTRACTING DEPARTMENT: Risk Management

Service Requested: Health Savings Account Services

Contract Term: One (1) Year Contract Value: \$0.00

Compliance with Human Resources requirements? Yes: No:

Compliance verified by: N/A

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: X Disapproved: Date: 10/26/15 By: *[Signature]*
Approved: Disapproved: Date: By:

EL DORADO COUNTY COUNSEL
2015 OCT 26 AM 8:28

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: Disapproved: Date: 10/28/15 By: *[Signature]*
Approved: Disapproved: Date: By:

NO Ins Requirements

RISK MGMT. DEPT.
OCT 27 PM 4:51

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments:
Approved: Disapproved: Date: By:
Approved: Disapproved: Date: By:

234-51011

RECEIVED
PERSONNEL SERVICES DEPT.
15 DEC -9 AM 11:49

Bank of America, N.A.

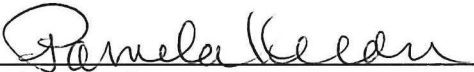
Benefit Account
Services Agreement




IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Bank of America, Health Savings Account services (SBELDORADO) on the dates indicated below.

January 1, 2016 – December 31, 2016

Requesting Department Head Concurrence:

By:  Dated: 11/30/15
Pamela Knorr
Director of Human Resources

-- COUNTY OF EL DORADO --

By:  Dated: 12/1/15
~~Pamela Knorr~~ MICHAEL CICCOTZI
~~Director of Human Resources~~ ACTING ASSISTANT CHIEF ADMINISTRATIVE OFFICER

Bank of America Merrill Lynch

By:  Dated: 11-23-15
Kathleen M. Wales
VP Sales

Authorization and Agreement for Services Form

I am an authorized representative of the organization specified below ("Client"). Client has received the Bank of America, N.A. Benefit Account Services Agreement ("Agreement") and agrees to adhere to the terms and conditions of the Agreement (including all Schedules and other documents incorporated into and made a part of the Agreement by reference or otherwise). Capitalized terms used in this Authorization and Agreement form that are not otherwise defined herein shall have the meanings given to them in the Agreement.

After I sign below on behalf of Client and submit this Authorization and Agreement for Services to Bank of America (the "Bank") in accordance with the instructions below, Bank will begin providing the Services that Client has chosen on the Employer Group Set Up Form no sooner than the Effective Date.

I warrant that the Client has taken all action required by its organizational or constituent documents to authorize me to execute and deliver on behalf of the Client this Authorization and Agreement for Services Form and any other documents the Bank may require with respect to a Service. I am authorized to enter into all transactions contemplated by the provision of Services to the Client. These may include, but are not limited to, designating employees or agents to act in the name and on behalf of Client.

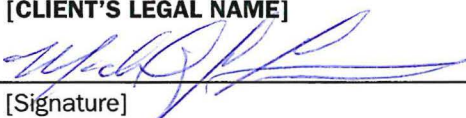
Guidelines for completion

If Client is a:

corporation.....any authorized officer
 limited liability company.....all members, or any authorized officer*
 partnership (general or limited).....any general partner*
 limited liability partnership.....the managing partner*
 sole proprietorship.....the sole proprietor
 governmental entity.....the Treasurer*


* Includes any individual authorized under Client's charter or organizational or constituent documents. The legal name of any member, managing member, manager or general partner who is signing and who is not an individual must appear in the signature block. **Note that in most cases the Client must also complete the Certification form which follows**

On Behalf of Client

11/19/15
 [Date]
COUNTY OF EL DORTO
 [CLIENT'S LEGAL NAME]

 [Signature]
Michael J Crooz
 [Print Name]
Acting Assistant CAO
 [Print Title]

[Date]
 [CLIENT'S LEGAL NAME]
 [Signature, if two are required by Client]
 [Print Name]
 [Print Title]

On Behalf of Bank

12.08.2015
 [Date]

 [Signature]
Melody D. Peterson
 [Print Name]
SVP
 [Print Title]

[Print Title (include the legal name of any member, managing member, manager or general partner who is signing and who is not an individual)]

You should submit this Authorization and Agreement for Services Form by mail or fax to Bank at the address or fax number listed below. NOTE: This address and/or fax number may not be the same address and/or fax number to which you send notices required by the Agreement.

Bank of America
P.O. Box 25165
Lehigh Valley, PA 18002-5165
Fax: 1.866.489.6706

Authorization and Agreement Certification

I certify that each signature appearing on the previous page for Client is the true signature of a person authorized to execute the form on behalf of Client, and I further certify that I have full authority to execute this certification. The Bank is entitled to rely upon this certification until written notice of its revocation is delivered to the Bank.

Guidelines for completion: This Certification should not be signed by the individual who signed the Authorization and Agreement for Services.

If Client is a:	Who must sign:
corporation.....	any authorized officer
limited liability company.....	any member or authorized officer
limited liability partnership.....	any partner
partnership (general or limited).....	any general partner
sole proprietorship.....	no signature required
governmental entity.....	the entity's counsel, or any other individual as permitted by the entity's organizational documents

The legal name of any member, managing member, manager or general partner who is signing and who is not an individual must appear in the signature block.

Note: If Client is not a U.S. based entity, it is not required to complete this certification, but must provide authorizing certificates or mandates.

COUNTY OF EL MONTE

[CLIENT'S LEGAL NAME]

[Signature]

[Print Name]

[Print Title (include the legal name of any member, managing member, manager or general partner who is signing and who is not an individual)]

You should submit this Certification by mail or fax to Bank at the address or fax number listed below.

Bank of America
P.O. Box 25165
Lehigh Valley, PA 18002-5165
Fax: 1.866.489.6706

**Bank of America, N.A.
Benefit Account Services Agreement
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Introduction

Thank you for choosing Bank of America N.A. ("Bank") to perform one or more of the Benefit Account Services (the "Services") described in this Agreement.

You should carefully read this Agreement as it describes the rights and obligations of both Bank and Client with respect to the Services. The general rights and obligations of Bank and Client applicable to any specific Services actually provided by Bank are described in the Agreement's General Terms and Conditions that follow. The specific Services provided by Bank in accordance with this Agreement are described in the Services Schedules attached to this Agreement. The Services Schedules are incorporated into and made a part of the Agreement by reference. This Agreement, the Services Schedules and any other documents incorporated into and made a part of this Agreement by reference herein constitute the entire agreement between the Parties with respect to the Services.

Capitalized terms used throughout this Agreement represent terms that are specifically defined in either the "Definitions" section of the Agreement or elsewhere in the Agreement. The terms "we," "us," and "our" refer to the Bank, which provides you a particular Service under the terms of this Agreement. The terms "you" and "your" refer to the Client identified on the Authorization and Agreement for Services.

By signing and returning the Authorization and Agreement for Services Form attached to the front of this Agreement (and to the extent required, the Certification), you agree to be bound by these terms and conditions of this Agreement, as amended from time to time.

BANK OF AMERICA, N.A. BENEFIT ACCOUNT SERVICES AGREEMENT

General Terms and Conditions

The following describes the general rights and obligations of Bank and Client related to Services. These rights and obligations apply to any specific Services actually provided by Bank and are in addition to the rights and obligations of the Parties set forth in the Services Schedules.

Article I. Scope of the Agreement

1.1 Scope of the Agreement

- (a) Client and Bank enter into this Agreement with the intent that Bank will provide one or more of the Services specifically described in the applicable Schedule and/or Statement of Work.
- (b) Client and Bank have no other rights and obligations with respect to the Services except as otherwise set forth in this Agreement or as otherwise imposed by applicable law.
- (c) Except as otherwise set forth in the Business Requirements Document, Bank has no obligation to provide the Services until the Effective Date or such later date as mutually agreed to by the Parties.

1.2 Effective Date and Term of the Agreement

- (a) Bank will subsequently notify you in writing of the date this Agreement becomes effective ("Effective Date"). If Bank has not notified you of the Effective Date within 30 days of the date you submit to Bank the Authorization and Agreement for Services Form, you should contact the Bank. If this Agreement becomes effective, this Agreement will remain effective until terminated in accordance with Article VII herein.
- (b) You may choose other available Services at any time after the Effective Date by completing and submitting to Bank the appropriate form. Bank will notify you of the date such subsequently chosen Services become effective.

1.3 Relationship of the Parties

- (a) Client understands that Bank is and will remain an independent contractor and will not be deemed an employee, agent, or a partner of Client or engaged in a joint venture with Client, or governed by any legal relationship other than that of independent contractor. Bank is obligated under this Agreement only to the Client, and nothing under this Agreement shall be deemed to confer any obligation on Bank to any third parties.
- (b) Client acknowledges that Bank is not an accounting or law firm. No acts of Bank taken pursuant to this Agreement, and no written or oral communications made by Bank during the course of providing Services, are or should be construed by Client as tax or legal advice.

1.4 Interaction with Other Agreements with Bank

Nothing in this Agreement is intended to supersede, replace or modify the terms and conditions of any other agreements between you and Bank for other services provided by Bank. If there is any conflict between this Agreement and any other agreement between you and Bank with respect to the Services, this Agreement will control.

Article II. Glossary of Important Terms

Unless the context requires otherwise, the capitalized terms throughout this Agreement shall have the meaning set forth below:

- 2.1 “Account(s)”** collectively refers to the Benefit Plans and the Health Savings Accounts (HSAs).
- 2.2 “Account Documents”** collectively refers to the Benefit Plan Documents, as defined in the Benefit Plan Services Schedule, and HSA Account Documents, as defined in the HSA Services Schedule. The Account Documents are the documents that govern the rights and obligations of the Covered Individuals with respect to the Accounts.
- 2.3 “Affiliates”** means a business entity now or hereafter controlled by, controlling or under common control with a Party. Control exists when an entity owns or controls directly or indirectly 50% or more of the outstanding equity representing the right to vote for the election of directors or other managing authority of another entity.
- 2.4 “Agreement”** means this Benefit Solutions Services Agreement, which includes the Terms and Conditions, the Schedules, the Statements of Work, and other documents that are incorporated into this Agreement by reference or otherwise.
- 2.5 “Bank Vendor”** means any third party with whom Bank contracts or otherwise agrees with to perform or to assist Bank with its obligations hereunder.
- 2.6 “Benefit Plans”** collectively refers to the employer sponsored Health Flexible Spending Account (“Health FSA”), Health Reimbursement Account (“HRA”), and/or Dependent Care Flexible Spending Account (“Dependent Care FSA”).
- 2.7 “Client Vendor”** means any third party with whom Client contracts or otherwise agrees with to perform or assist Client with its obligations under this Agreement and/or under the Accounts.
- 2.8 “Code”** means the Internal Revenue Code, and the regulations issued thereunder, as amended from time to time.
- 2.9 “Collected and Available Funds”** means cash funds in an account equal to the ledger balance less float, which in our reasonable determination, are not subject to a hold, dispute or legal process preventing their withdrawal.
- 2.10 “Confidential Information”** “Confidential Information” with respect to each Party means:
- Any information (in any medium) relating to a Party’s business, financial status, and current, future and proposed products and services;
 - Intellectual Property;
 - Material;
 - A Party’s financial information;
 - Any information specifically marked confidential, restricted or proprietary;
 - This Agreement (which includes, for avoidance of doubt, all Schedules and any other document incorporated herein by reference); and
 - Customer Information (as defined below).
- 2.11 “Covered Employee”** means any of the Client’s employees who are enrolled in a Benefit Plan and/or whose HSA has been deemed established by Bank in accordance with this Agreement. In addition, Covered Employee shall also mean any former employee or formerly eligible employee who is eligible to receive reimbursement from a Benefit Plan during any applicable run-out period established by the Benefit Plans that follows the Covered Employee’s termination of employment.
- 2.12 “Covered Individual”** collectively refers to a Covered Employee and any eligible Dependents whose expenses are eligible for reimbursement from one or more of the Accounts for which Bank provides Services.
- 2.13 “Customer Information”** means any record containing information about a Covered Individual and that Covered Individual’s HSA established with the Bank as set forth herein, whether in paper, electronic or other form. Bank shall be sole owner of Customer Information.
- 2.14 “Dependent”** means a spouse, child or other person whose expenses are eligible for reimbursement from an Account, as set forth in the applicable Account Documents.
- 2.15 “Dependent Care FSA”** means a reimbursement arrangement established and maintained by the Client for the benefit of its eligible employees in accordance with Code Section 129 and applicable regulations issued thereunder, as amended from time to time.

- 2.16 “ERISA”** means the Employee Retirement Income Security Act of 1974, and the regulations issued thereunder, as amended from time to time.
- 2.17 “Health Flexible Spending Account” or “Health FSA”** means a medical expense reimbursement arrangement established and maintained by the Client for the benefit of its eligible employees and their Dependents in accordance with Code Sections 105, 106, and 125 and the regulations issued thereunder, as amended from time to time.
- 2.18 “Health Reimbursement Arrangement” or “HRA”** means a medical expense reimbursement arrangement established and maintained by the Client for the benefit of its eligible employees and their Dependents in accordance with Code Sections 105 and 106, and the regulations issued thereunder, as amended from time to time. For purposes of this Agreement, an HRA is funded solely with contributions from the Client.
- 2.19 “Health Savings Account” or “HSA”** means a custodial or trust account that is established by or on behalf of an employee of Client with Bank in accordance with Code Section 223.
- 2.20 “HIPAA”** means the privacy, security and administrative simplification rules set forth in the Health Insurance Portability and Accountability Act of 1996 and the regulations set forth in C.F.R. 160, 162 and 164, as amended from time to time.
- 2.21 “Intellectual Property”** shall be defined as set forth in Article V herein.
- 2.22 “Marks”** are as defined in Article V herein.
- 2.23 “Material”** means all information, data, materials, discoveries, inventions, works of authorship, documents, documentation, models, computer programs, software (including source code and object code), firmware, designs, drawings, specifications, processes, procedures, techniques, algorithms, diagrams, methods, and all tangible embodiments of each of the foregoing (in whatever form and media) and all Intellectual Property created by or on behalf of Bank with respect to the administrative services offered by Bank, except that which is created by Bank solely and specifically for Client in accordance with this Agreement. Bank is the sole owner of all Material.
- 2.24 “Party” or “Parties”** means the Client and/or Bank.
- 2.25 “Personal Information”** means, for purposes of this Agreement, all individually identifiable information relating to Covered Individuals other than Protected Health Information.
- 2.26 “Protected Health Information”** shall have the meaning assigned to it in the Business Associate Agreement Schedule as amended from time to time.
- 2.27 “Schedules”** shall mean the following Schedules to the extent attached hereto and specifically incorporated into this Agreement by reference: (1) Benefit Plan Services Schedule; (2) HSA Services Schedule; (3) Business Associate Schedule; (4) Fee Schedule; and (5) Funding Schedule.
- 2.28 “Services”** means the Account administrative services performed by Bank as described in this Agreement.
- 2.29 “Statement of Work”** means the Statement of Work attached hereto and specifically incorporated into this Agreement by reference that specifically describes the Services offered under this Agreement. If there is a specific conflict between the Statement of Work and a Schedule, the Statement of Work shall control.
- 2.30 “Web Site”** means any world wide web site maintained by Bank generally for its clients.

Article III. General Rights and Obligations

The Parties agree to the following general rights and obligations as a result of entering into this Agreement. The rights and obligations set forth in this Article III are in addition to the rights and obligations of the Parties set forth in the Schedules and/or Statement of Work.

3.1 Information from Client

Client agrees to furnish all information, or to cause a third party (“Designee”) to furnish such information on its behalf that Bank reasonably determines is necessary from Client for Bank to satisfy its obligations under this Agreement in the time, manner, and format set forth in the Schedules, the Statement of Work, or as otherwise mutually agreed upon by the Parties. Client is further obligated to obtain all consents and/or authorizations necessary to disclose such information to Bank. Client acknowledges that Bank has no obligation to verify or confirm the completeness or accuracy of such information that is provided by or on behalf of Client. Client acknowledges that Bank’s standard billable fees may be imposed by Bank prior to Bank taking

any corrective action as a result of receiving inaccurate, erroneous, or incomplete information from Client or its Designee.

3.2 Fees

- (a) Client agrees to Bank the applicable fees set forth in the Fee Schedule for the Services.
- (b) Fees may be payable by one of the following methods:
 - By debiting an account of your choice through automated clearinghouse (ACH)
 - Invoice through analysis billing to the extent that Client is an existing customer of Bank. Such analysis billing will be conducted to Bank's internal policies and procedures applicable to analysis billing. All fees are payable in the manner set forth in the applicable Schedule(s).

Any employer owned deposit account from which we withdraw the applicable fee in accordance with this Agreement must have Collected and Available Funds in the account equal to the fee and any other amounts at the time the fee is due.

- (c) Fees identified in the Fee Schedule shall remain in effect during the 12 month period beginning on the Effective Date identified in Article I herein except as otherwise mutually agreed by the Parties or as otherwise set forth herein. Fees automatically renew each subsequent 12 month period that this Agreement is effective unless Bank provides notice of fee changes sixty (60) days prior to the next subsequent 12 month period.
- (d) All fees are exclusive of sales, value-added and use taxes, stamp and other duties and other governmental charges imposed on any Service or Material. Such taxes, duties and charges are payable by you.

3.3 Standard of Care

Both Parties agree to satisfy their obligations set forth herein with reasonable care and due diligence. Bank shall not be considered in breach of this Agreement if Bank refuses to perform services generally required under this Agreement if the manner in which Client desires such Services to be performed requires material changes to Bank's existing standard operating procedures.

3.4 Material Provided by Bank

Client acknowledges and agrees that any Material provided by Bank in accordance with this Agreement shall not be reproduced or modified by Client without the prior written consent of Bank except as otherwise specifically described in the Material.

3.5 Online Services

- (a) Bank may unilaterally make reasonable adjustments and improvements to any Website created and maintained by Bank (or Bank's Vendor) at any time and without prior notice.
- (b) The Web Site may include information related to Bank's other services and/or links to other web sites related to the Services to the extent permitted by law. Bank neither grants a license for nor is responsible for any external links to third party web sites provided on the Web Site.
- (c) If Bank agrees herein to post or embed Client's Marks on the Web Site, Client hereby grants an express or implied rights or license to Bank to or under any Intellectual Property Rights with regard to Client's Marks that Bank posts or embeds on the Web Site. In addition, Client represents and warrants that it has authority to provide Bank with any of Client's Marks for embedding or posting on the Web Site. Client understands and agrees that neither Bank nor Bank's Vendor is responsible for confirming or verifying Client's authority to provide Client's Marks to Bank or Bank's Vendor for posting or embedding on the Web Site.
- (d) Client acknowledges that Client and the Covered Individuals are solely responsible for maintaining the hardware and/or software necessary to access the Web Site.

3.6 Debit Card Services

- (a) Debit Cards (Cards) issued pursuant to this Agreement will be issued in accordance with Bank's internal policies and procedures applicable to Cards and applicable law. Moreover, the Cards will be issued with and subject to our standard cardholder agreement, our privacy policy for consumers (if applicable) and instructions for activating the Card.
- (b) All Cards shall identify us as the issuer and shall include such other names and trademarks as we require. If we permit you to customize the Card and you elect to do so, you will provide graphics, promotional material and wording to us for review and approval and you must comply with all the rules of Visa USA, Inc. and/or other card or payment systems, associations or organizations, as applicable. You will allow us to use your trade dress and/or artwork on the Cards, provided that you shall have first reviewed and approved such use.

3.7 Services in Other Countries

You acknowledge and agree that Services may take place in other countries. You further understand that information concerning your relationship with us may be available on our electronic data system

both for information management purposes and in order to enable you to benefit from our electronic banking services. You understand and agree that, as a result, your relationship information may be available to some of our officers outside this country. You authorize us to transmit information related to our relationship with you across national borders, notwithstanding the banking secrecy laws of any of the countries involved, as necessary or appropriate to provide any Services.

Article IV. Confidentiality and Security

4.1 Confidential Information (other than Protected Health Information)

- (a) Each Party hereby agrees that it will not disclose, and it will ensure that its Affiliates, agents, independent contractors, employees, officers, and directors, do not disclose Confidential Information of the other Party during or after the Term of this Agreement, other than as necessary to satisfy its obligations herein or as otherwise specifically permitted herein. Disclosure to any third party is prohibited unless and to the extent that such third party is subject to a written confidentiality agreement that is no less restrictive than the terms and conditions of this Section :
- Affiliates of either Party;
 - The Party's agents, employees, directors, officers,;
 - A Vendor provided that all such persons are subject to a written confidentiality agreement that shall be no less restrictive than the provisions of this Section
- (b) Each Party shall treat Confidential Information of the other Party with no less care than it employs for its own Confidential Information of a similar nature that it does not wish to disclose, publish or disseminate, but not less than a reasonable level of care. Upon termination of this Agreement or upon reasonable request, a Party shall promptly return to the other Party all of the other Party's Confidential Information in its possession, subject to and in accordance with the terms and provisions of this Agreement.
- (c) This section does not limit either Party's ability to disclose information (i) that the other Party has approved by prior writing for disclosure; (ii) that is disclosed to its professional advisors or auditors; (iii) that becomes public other than through a breach of these confidentiality obligations, (iv) that was in its possession or available to it from a third party prior to its receipt of it in connection with any Service, (v) which is obtained by it from a third party who is not known by it to be bound by a confidentiality agreement with respect to

that information, (vi) as required or requested by any securities exchange or regulatory body to which either Party is subject or submits or (vii) as otherwise required to be disclosed by law or by legal or governmental process.

- (d) Notwithstanding 4.1(a) herein, you acknowledge and agree that any our Affiliates, Representatives and/or Vendors to whom we disclose your Confidential Information may further disclose it as permitted under applicable law.
- (e) Neither Party will use the other's name or refer to the other Party directly or indirectly in any solicitation, marketing material, advertisement, news release or other release to any publication without receiving the other Party's specific prior written approval for each such use or release, except that we may use your name as a reference in service proposals if we obtain your prior oral approval for such use.

4.2 Security

The Bank shall comply with the information security standards required by the Gramm-Leach-Bliley Act (15 U.S.C. 6801, 6805(b)(1)) and the regulations issued thereunder (12 C.F.R. Part 40), to the extent applicable, and with other relevant statutory, legal and regulatory requirements that apply directly to Bank. If applicable, Client shall make commercial best efforts to assist Bank to so comply and shall comply and conform with applicable Privacy Laws, as amended from time to time, and in accordance with the Bank's policies for information protection as modified by Bank from time to time.

4.3 Protected Health Information

Both Parties agree that any Protected Health Information used or disclosed during the course of this Agreement, if any, will be subject to the terms of the applicable Schedule.

Article V. Intellectual Property

5.1 Intellectual Property

- (a)(i) "Intellectual Property" shall mean any patents, inventions, invention disclosures, Marks (as defined below), trade secrets, industrial property rights, know-how, formulae and processes, proprietary data and databases, copyrights and all other similar items of intellectual property, whether registered or unregistered, including any rights created by use thereof, all proceeds thereof (such as by way of example, licenses, royalties and proceeds of current infringements), and the right to sue for past, present and future infringements. (ii) "Marks" shall mean all right,

title and interest in and to any United States or foreign trademarks, service marks and trade names, including any registration or application for registration of any trademarks and services marks in the United States Patent and Trademark Office or the equivalent thereof in any state of the United States or in any foreign country, as well as any unregistered marks, and any trade dress (including logos, designs, company names, business names, fictitious names and other business identifiers) in the United States or any foreign country.

- (b) Each Party shall retain the rights in and/or title to its respective Marks, and any other Intellectual Property of such Party, its Subsidiaries, its Affiliates or agents or vendors. Other than as expressly provided in this Agreement or in the Materials, nothing contained herein shall be construed as granting a Party any right, title, or interest in or to any other Party's Confidential Information, Intellectual Property, or data.
- (c) No Party shall acquire a right to use, and shall not use without the other applicable Party's prior written consent, in each instance, the names, characters, artwork, designs, trade names, trademarks or service marks of the other Party in any advertising, client list, publicity, public announcement, press release or promotion, or in any other manner and shall maintain all copyright, trademark, service mark or other proprietary notices on such Party's products or services and otherwise comply with such Party's quality control and branding requirements except as otherwise set forth in this Agreement. With regard to marketing activities expressly authorized by a Party in writing, the Party hereby grants the other relevant Party a non-exclusive, non-transferable, royalty-free license to use the licensing Party's Marks solely for the purposes expressly authorized by the licensing Party. A Party shall: (i) not create a unitary composite mark involving a Mark of another Party without the prior written approval of such other Party; and (ii) display symbols and notices clearly and sufficiently indicating the trademark status and ownership of the other Party's Marks in accordance with applicable trademark law and practice and such Party's trademark guidelines, if such Party has applicable trademark guidelines. As between the Parties, each Party agrees that all use of the other Party's Marks, or goodwill therefrom, shall inure to the benefit, and be on behalf, of the other Party. A Party may, in its sole discretion, immediately terminate the license to its Marks if the other Party engages in any practice or other activity that is or is likely to be detrimental to the goodwill associated with the licensing Party's Marks or the goodwill or reputation of the licensing Party

or its services or products, or that constitutes a deceptive trade practice or unfair competition or that violates any applicable fair trade laws or advertising rules and regulations that would disparage the Marks of the licensing Party.

- (d) In the event that Client and Bank work together to develop products or processes, the Intellectual Property rights in any such jointly developed product or process will be determined as set forth in a separate agreement between the Parties.

Article VI. Liability and Indemnification

6.1 Liability

- (a) With respect to disputes arising between the Parties regarding a Party's obligation to the other under this Agreement, each Party will be liable to the other Party for the following: (i) negligent acts or omissions or willful or fraudulent misconduct by a Party, its Affiliates, Representatives, or Vendors or (ii) a material breach of this Agreement, to the extent that the offending Party fails to reasonably cure such breach within 30 days after receiving written notice of the breach from the non-breaching Party, except as otherwise set forth herein.
- (b) In no event will either party be liable for any indirect, consequential or punitive loss, damage, cost or expense of any nature or any economic loss or damage, expense or loss of business, profits or revenue, goodwill or anticipated savings, loss of or corruption to your data, loss of operation time or loss of contracts, even if advised of the possibility of such loss, damage, cost or expense.
- (c) Neither party will be liable for and will be excused from any failure or delay in performing its obligations hereunder if such failure or delay is caused by circumstances beyond its control, including but not limited to any natural disaster (such as earthquakes, hurricanes or floods), emergency conditions (such as war, riot, fire, theft or labor dispute), legal constraint or governmental action or inaction, breakdown or failure of equipment not due directly to the negligence of the Party maintaining the equipment, or the act, omission, negligence or fault of the other party.
- (d) Neither party will be liable for any failure to act on its part if it reasonably believed that its action(s) would have violated any law, rule or regulation.
- (e) Neither party will be liable for acting upon the written or oral instructions of the other party.

6.2 Indemnity

You will indemnify, defend, and hold harmless us, our Affiliates, representatives, contractors, and agents, as well as any and all successors and permitted assigns of the foregoing, from and against any and all claims or legal actions that are made or threatened by any third party (including without limitation any governmental agency) and all related losses, expenses, damages, costs and liabilities, including reasonable attorneys' fees and expenses incurred in investigation, defense or settlement ("Damages"), which arise out of, are alleged to arise out of, or relate to the following: (i) any negligent act or omission or willful misconduct by you, your Affiliates, Client Vendors, representatives, contractors, or agents ("You or Your Parties") arising out of, or relating to, the subject matter of this Agreement; (ii) any breach by You or Your Parties of a representation, covenant or obligation under this Agreement; or (iii) any failure to comply with applicable law or regulation by You or Your Parties relating to the subject matter of this Agreement. We will indemnify and hold you harmless from and defend you against any and all material damages arising out of any administrative proceeding or legal action by any third party (including without limitation any governmental agency) resulting from the gross negligence or the willful misconduct of us, our Affiliates, our representatives and/or our Bank Vendors in the discharge of our principal obligations under this Agreement. This subsection will apply notwithstanding anything in this Agreement to the contrary.

6.3 Representations and Warranties

- (a) The Parties represent and warrant the following:
- All approvals and authorizations required to permit the execution and delivery of this Agreement have been obtained.
 - The Party's performance of its obligations under this Agreement will not violate any law, regulation, judgment, decree or order applicable to the Party.
 - There is no lawsuit, tax claim or other dispute pending or threatened against the Party which, if lost, would impair the Party's financial condition under the terms of this Agreement.
 - The Party's agreement to each provision contained in this Agreement is a duly authorized, legal, valid, binding and enforceable agreement.
 - The signature appearing for the Party on this Agreement is the true signature of a person authorized to execute the Agreement on behalf of the Party with respect to the Services being performed.

(b) With the exception of 6.3(c) below, **We make no representation or warranty, express or implied, written or oral, and, to the full extent permitted by law, disclaim all other warranties including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose, regarding the Online Services, the related Materials and all other property, services or rights covered by this Agreement.**

(c) With regard to Online Services, if any, you acknowledge that:

- Except as specifically set forth in the Statement of Work, the Online Services have not been produced to meet your specific requirements and have not been tested in every possible combination and operating environment.
- You are responsible for satisfying yourself that the Online Services are satisfactory for your purposes. You further understand and agree that we make no representation concerning the completeness, accuracy, operation or performance of the Online Services or their compatibility with any hardware.
- The operation of the Online Services may not be uninterrupted or error-free.

We will use reasonable efforts to correct or work around any Online Services errors reported by you. You agree that the foregoing is your sole and exclusive remedy for breach of warranty and our sole obligation in connection with the performance or operation of the Online Services and related Material.

Article VII. Termination

7.1 Termination Provisions

- (a) Either Party may terminate any or all Services with at least 60 days prior written notice to the other Party, effective as of the date set forth in the written notice. Any Services not terminated in accordance with the written notice will continue in full force and effect.
- (b) Notwithstanding Subsection 7.1(a) hereof, either Party may terminate any or all Services effective immediately, and without prior written notice, if any of the following occurs:
- The other Party materially breaches this Agreement and fails to reasonably cure such breach within 30 days after receiving notice of such breach;
 - The Party terminates, liquidates or dissolves its business or disposes of a substantial portion of its assets;

- The Party fails to generally to pay its debts as they become due;
 - The Party, voluntarily or involuntarily, becomes the subject of any bankruptcy, insolvency, reorganization or other similar proceeding;
 - The Party experiences a material adverse change in its financial condition or its ability to perform your obligations under the terms and conditions in this Agreement; or
 - Any guaranty of your obligations to us terminates, is revoked or its validity is contested by the guarantor, or any of the events set forth in the above five bullet points attributable to you occur to the guarantor.
- (c) This Agreement automatically terminates as of the date that all of the Benefit Plans are terminated to the extent that only Benefit Plan Services are provided in accordance with this Agreement.
- (d) If a Service you are using is terminated for any reason, you will return to us or destroy all Material relating to the terminated Service and certify to us that you have done so.
- (e) The rights and obligations of the Parties, which by their nature must survive termination or expiration of this Agreement in order to achieve its fundamental purposes including, without limitation, the provisions of the following Articles entitled:
- Article IV, Confidentiality
 - Article V, Intellectual Property
 - Article VI, Liability and Indemnification
 - Article VII, Termination
 - Article VIII, Miscellaneous Provisions
- (f) Termination of this Agreement does not affect your payment obligations for services we provide to you before the Service is terminated, and any such termination is in addition to our other rights under applicable law and under the terms of this Agreement. Also, termination of any Service you use does not release you or us from any of our respective obligations which arose or became effective before such termination. Upon termination, all amounts owed by you and outstanding will become immediately due and payable.
- (g) Termination of this Agreement does not impact any agreement we may have with the Covered Employee regarding the HSA Custodial Services (as defined in the HSA Administration Services Schedule) provided in accordance with the HSA Account Documents.
- (h) If Client terminates this Agreement pursuant to this Article VII, the Bank shall cooperate with the Client to transition information to the Client or a new third party pursuant to the reasonable instructions of

the Client, in accordance with this terms of this Agreement, as necessary to enable the new service provider to perform services without disruption to Covered Individuals. In no event shall the transition be more than sixty (60) calendar days from the date of termination unless the Parties otherwise agree in writing. Client is obligated to reimburse all reasonable costs and expenses incurred by Bank in transitioning such information as required by this Section 7.1(h).

Article VIII. Miscellaneous Provisions

8.1 Entire Agreement

- (a) This Agreement constitutes and represents the entire agreement between the Parties regarding the Services we provide and extinguishes all prior agreements, understandings, representations, warranties and arrangements of any nature (including requests for proposals and other sales material), whether oral or written, between you and us relating to the Services.
- (b) Nothing in this Agreement is intended to supersede, replace or modify any other agreements between Client and Bank relating to other services provided by Bank.
- (c) This Agreement will be controlling in the event of any conflict between it and any Material, any other document or written or oral statement.

NOTICE OF FINAL AGREEMENT. THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

8.2 Assigns and Successors

- (a) Neither Party may assign this Agreement or any of the rights hereunder or delegate any of its obligations hereunder, without the prior written consent of the other Party, and any such attempted assignment shall be void, except that Bank or any permitted Bank assignee may assign any of its rights and obligations under this Agreement to any of its Affiliates, the surviving corporation with or into which Bank or such assignee may merge or consolidate or an entity to which Bank of America or such assignee transfers all, or substantially all, of its business and assets.
- (b) Notwithstanding 8.2(a), this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns.

- (c) This Agreement is not for the benefit of any other person, and no other person has any right under this Agreement against you or us, and nothing contained in this Agreement creates any agency, fiduciary, joint venture or partnership relationship between you and us.

8.3 Communications

- (a) Any written notice or other written communication to be given under the terms of this Agreement will be addressed as set forth on the Signature Page, except as you or we specify otherwise in writing in conjunction with the Services.
- (b) Notices must be provided as follows:
- By first class, registered or certified United States mail, return receipt requested and postage prepaid,
 - Over-night express courier,
 - By hand delivery to such addresses, or
 - Facsimile to the fax identified on the signature page.
- (c) Such notices shall be deemed to have been duly given as follows:
- Five (5) Business Days after the date of mailing as described above,
 - One (1) Business Day after being received by an express courier during business hours, or
 - The same day if by hand delivery.
- (d) When you execute this Agreement, you agree that we may electronically monitor and/or record any telephone communications between us and you or between us and the Covered Individuals for service quality purposes, or for any other purpose permitted under applicable law. If our records about any such communication are different from yours, our records will govern.

8.4 Amendment

- (a) Except as otherwise set forth herein, this Agreement may only be amended by mutual written agreement of the authorized representatives for each Party.
- (b) Notwithstanding Section 8.4(a), we may revise this Agreement without prior written notice to comply with changes in applicable law. We shall notify you in writing of such change in applicable law. Should such change result in a material impact to you to continue to provide Services, the parties shall enter into good faith negotiations to revise the terms of this Agreement.

8.5 Severability/Waiver

- (a) If any provision of this Agreement or the application of any such provision to any person or set of circumstances is determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, are not impaired or otherwise affected and continue to be valid and enforceable to the fullest extent permitted by law.
- (b) No delay or failure to exercise any right or remedy under this Agreement is deemed to be a waiver of such right or remedy. No waiver of a single breach or default under this Agreement is a waiver of any other breach or default. Any waiver under this Agreement must be in writing.

8.6 Governing Law

This Agreement is governed by and interpreted according to applicable federal law and the applicable laws of the State of North Carolina, without reference to the principles of conflicts of law of the U.S. and of such state.

8.7 Third Party Beneficiaries

Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Client, Bank, and their respective successors or assigns, any rights, remedies or obligations whatsoever.

8.8 Recordkeeping and Audits

- (a) Client and Bank shall retain records and supporting documentation sufficient to document its performance of the Services under this Agreement in accordance with laws and generally accepted accounting principles for at least seven (7) years from the date such record or documentation is created.
- (b) During regular business hours but no more frequently than once a year, each Party may, at its sole expense, perform a confidential audit of the other Party's operations as they pertain to audited Party's obligations under this Agreement. Such audits shall be conducted on a mutually agreed upon date which shall be no more than thirty (30) Business Days after written notice of time, location and duration, subject to reasonable postponement by the audited Party upon the auditing Party's reasonable request, provided, however, that no such postponement shall exceed twenty (20) Business Days. Each auditing Party will provide the audited Party a summary of the findings from each report prepared in connection

with any such audit and discuss results, including any remediation plans. If audit results find that the audited Party is not in substantial compliance with the requirements of this Agreement, then the auditing Party shall be entitled, at the audited Party's expense, to perform up to two (2) additional such audits in that year in accordance with the procedure set forth in this Section. The audited Party agrees to promptly take action at its expense to correct those matters or items identified in any such audit that require correction. Failure to correct such matters shall be considered a material breach of this Agreement.

- (c) A Party's Confidential Information will be deemed to be the property of that Party.
- (d) Records available for review under this Section shall exclude any records pertaining to a Party's other customers deemed proprietary and Confidential Information.
- (e) Notwithstanding the preceding sentence, Client acknowledges and agrees that any Bank federal or state regulatory agency may audit Client's performance at any time during normal business hours. Client will give prior notice to Bank of requests by federal or state authorities to examine Client's records and it will cooperate with Bank to obtain a protective order at Bank's discretion.

8.9 Third Party Vendors

Nothing in this Agreement prohibits Bank from performing the Services itself, through an Affiliate, Subsidiary, or contracting with a Bank Vendor to assist Bank in the performance of the Services hereunder, including any overseas Affiliate, or Bank's Vendor. No prior written notice to or consent from Client is required.

8.10 Non-exclusivity

The Parties recognize and hereby expressly agree that this Agreement in no way establishes an exclusive arrangement among them, and each Party retains the ability to negotiate terms with, and enter into contracts with, any other third party, including any competitor of the other Parties, at any time, to obtain or to provide services commensurate with those being performed by it or by the other Parties hereunder, without notice to the other Parties and without incurring any liability by virtue thereof.

**BANK OF AMERICA, N.A.
BENEFIT SOLUTIONS SERVICES AGREEMENT
HEALTH SAVINGS ACCOUNT SCHEDULE**

This Health Savings Account Schedule (“HSA Schedule”) describes the general rights and obligations of the Parties with respect to the specific HSA related services (“HSA Services”) provided by Bank to the extent set forth in the Statement of Work.

This HSA Schedule is incorporated into and made a part of the Bank of America, N.A. Benefit Solutions Services Agreement (“Agreement”). Capitalized terms not otherwise defined herein are defined as set forth in the Agreement. The rights and obligations of the Parties set forth in this HSA Schedule are in addition to any rights and obligations set forth in the Agreement. If there is a conflict between this Schedule and the Agreement, this Schedule controls. If there is a conflict between this HSA Schedule and the Statement of Work the Statement of Work controls.

This HSA Schedule is effective as of the Effective Date unless executed at a later date. If this HSA Schedule is executed at a later date, the effective date of this Services Schedule will be the date identified by Bank. This Schedule is terminated as of the date the Agreement is terminated or the Schedule is terminated in accordance with the Agreement.

For purposes of the Agreement and the Services Schedules, “HSA Account Documents” means the documents that govern the rights and obligations of the Covered Employee and Bank with regard to the HSA custodial services, as identified by Bank. This includes but is not limited to the Custodial Agreement entered into between the Covered Employee and Bank and any documents incorporated into and made a part of the Custodial Agreement by reference. Client acknowledges that it is not a party to the HSA Account Documents.

To the extent Client chooses HSA Services, the Parties agree as follows:

1. Bank will provide Client’s eligible employees with access to Bank’s standard HSA custodial services. Bank certifies to Client that it is a qualified HSA custodian or trustee as defined in Code Section 223.
2. Client shall use commercially reasonable efforts to market the HSA Services provided by Bank directly to its eligible employees, including but not limited to distributing Materials to eligible employees in accordance with Bank’s instructions.
3. Client may not communicate the following to its employees in any form or fashion:
 - That Bank provides services other than those set forth in the Custodial Agreement and/or other Materials;

- That Bank is responsible for funding the HSAs;
- That Bank has any involvement with the High Deductible Health Plan (“HDHP”) sponsored and maintained by Client.

4. Bank has sole discretion to approve an employee for an HSA with Bank. If approved by Bank, Bank will provide custodial services to Covered Employees in accordance with the Custodial Agreement and any other HSA Account Documents. Client further understands that Bank will only offer such custodial services to a Covered Employee to the extent that the applicable fees (“Custodial Fees”) have been paid. Although the Covered Employee is directly obligated to pay such fees, nothing in this Agreement prohibits the employer from paying such Custodial Fees on the Covered Employee’s behalf. The Custodial Agreement is solely between the Bank and the Covered Employee and does not give Client any additional rights or obligations. Likewise, nothing in this HSA Schedule is intended to provide Covered Employees with additional rights.
5. Bank is under no obligation to confirm or verify that Covered Employees are eligible to establish HSAs in accordance with the requirements of Code Section 223.
6. Client acknowledges that Bank assumes that the HSA is not subject to the Employees Retirement Income Security Act (ERISA) at all times. Client understands and acknowledges that Bank is not responsible for any aspect of ERISA’s participation, vesting, funding, reporting, disclosure, fiduciary requirements or any other obligation that might apply to the extent that such HSAs are deemed to be subject to ERISA. Any and all responsibility for compliance with ERISA is allocated solely and exclusively to Client. Bank may terminate this HSA Schedule without prior written notice and without penalty as of the date that it determines, in its sole but reasonable discretion that such HSAs are subject to ERISA.
7. Bank has no obligation to ensure that contributions to a Covered Employee’s HSA do not exceed the maximum annual contribution limit applicable to such Covered Employee. Bank shall only be responsible for ensuring that the contributions for each Covered Employee do not exceed the maximum statutory amount that trustees or custodians are permitted to accept under Code Section 223, which is the statutory maximum annual deduction amount for family coverage, plus any applicable additional contributions defined in Code Section 223(b)(3) (without regard to the Covered Employee’s applicable maximum annual statutory contribution amount).

8. Bank will make available to Client its standard procedures to transfer HSA contributions from Client (including payroll deductions) to Bank, including but not limited to transfers conducted via wire from an account designated and maintained by Client. Such wire transfers will be conducted in accordance with the Materials.
9. Bank shall provide Covered Individuals with reasonable access to HSA funds in accordance with the Materials. Such access may include the following:
 - A Card that the Covered Individuals can use at point of sale (“POS”) terminals at approved merchants as set forth in the Cardholder Agreement and other related documents provided to Covered Employees,
 - Direct payment to health care providers identified by the Covered Individuals, and
 - Direct reimbursement to the Covered Employee’s personal checking or savings account designated by the Covered Employee.

Bank is under no obligation to ensure that distributions from a Covered Employee’s HSA are for qualified medical expenses (as defined in Code Section 223).

10. Bank may terminate or suspend any HSA in accordance with the terms of the HSA Account Documents.
11. Client acknowledges that Bank may, in its sole discretion, enhance or improve the HSA Services during the term of this Services Schedule. Bank will make available such product enhancements or improvements in reasonable proximity of Bank providing such enhancements or improvements to the marketplace generally. Client acknowledges that the implementation of such improvements or enhancements may require additional fees.
12. With respect to HSA Services, Client understands and acknowledges that Bank is not a “covered entity”, “business associate” or “plan sponsor” as those terms are defined by HIPAA. The fact that the Bank may be a business associate with respect to other Services provided in accordance with the Agreement should not be construed to mean that Bank is a business associate for purposes of HSA Services. Bank expressly disclaims responsibility for duties imposed on covered entities, plan sponsors or business associates under HIPAA.
13. Bank is not responsible for the funding of the HSA or funding reimbursement for any expenses attempted to be paid or reimbursed through the HSA. Moreover, Bank shall not under any circumstances be considered the insurer or underwriter of any liability to provide benefits under any employee benefit plan or the HSA.
14. Bank will make its standard reports available to Client.
15. Bank will make an electronic payment card available for use by Covered Individuals.
16. HSA Investments
 - The Bank may, in its sole discretion, make available to Covered Employees one or more investment opportunities offered in conjunction with the HSA (“HSA Investments”). The HSA Investments are made available to Covered Employees in accordance with the HSA Investments Terms and Conditions, which is incorporated into and made a part of the Custodial Agreement. Client understands and acknowledges that the Bank will only make such HSA Investments available to a Covered Employee to the extent that such Covered Employee satisfies the eligibility criteria for making HSA Investments established by the Bank, in its sole discretion, and all fees are paid, as set forth in the applicable fee schedule.
 - Client understands and acknowledges the following with respect to the HSA Investments offered to Covered Employees in accordance with this Services Schedule:
 - The Bank has engaged the services of a registered investment advisory firm who recommends a variety of mutual funds for acceptance by Bank. The registered advisory firm recommends such mutual funds to the Bank in accordance with an established investment policy. The funds may change from time to time in accordance with a recommendation from the investment advisor and acceptance by the Bank.
 - The Bank is under no obligation to and will not substitute, replace and/or delete any mutual funds offered through the HSA at the request of Client.
 - The HSA Investments are “self-directed” products, i.e., the Covered Employee has sole discretion whether to invest in one or more of the Columbia Funds offered through the HSA. Neither the Bank nor its registered investment advisor will provide any investment advice to the Covered Employee and neither have any obligation to you or the Covered Employee to review or monitor the Covered Employee’s investment choices. Investments in mutual funds are not FDIC-insured, not bank issued or guaranteed, and are subject to investment risks, including

fluctuations in value and the possible loss of the principal amount invested. Neither the Bank nor its registered investment advisor shall have liability or responsibility for the Covered Employee's investment decisions.

- Once a Covered Employee becomes eligible to make HSA Investments, the Bank will make a prospectus available electronically for each HSA Investment offered through the HSA.

Employer Group Set Up Form

Instructions

If you have questions completing this Employer Group Set Up Form or any other forms required to be completed, please contact Bank of America Customer Care at **1.866.791.0251**. The following forms should be completed according to the instructions provided on each:

- (1) Employer Group Set Up Form (Two Pages)
- (2) Authorization and Agreement for Services Form (On Page 2 of the attached Benefit Account Services Agreement)
- (3) Authorization and Agreement Certification (On Page 3 of the attached Benefit Account Services Agreement)

Fax completed forms to 1.866.489.6706 or mail to the following address:

**Bank of America
P.O. Box 25165
Lehigh Valley, PA 18002-5165**

Note: To complete this form electronically, simply click on the fields below and begin typing, then print the completed form. Or, to complete it by hand, please use a black or blue ink pen to print the following information. Be sure to keep a copy for your records.

No services will be provided until the Bank of America, N.A. Benefit Account Services Agreement has been executed by you and approved by Bank of America. The Benefit Account Services Agreement is included with this Employer Group Set Up Form. To properly execute the Services Agreement, follow the instructions on the Authorization and Agreement for Services Form attached to the Services Agreement and any other forms required to be completed.

Section 1:

Provide Your Business Information

***Indicates required field.**

Note: If these fields are not complete, there may be a delay in processing this group request.

Employer Information

EL Dorado County	SBELDORADO			
*Employer Name				
94	6000511			
*Employer Tax Identification Number (TIN or EIN)				
330 Fair Lane	Placerville	CA	95667	
*Employer Street Address		City	State	Zip
Heather Evans		Risk Analyst		
*Business Contact's First and Last Name		Title/Position		
(530) 621-7525	(530) 642-9815	heather.evans@edcgov.us		
*Telephone Number	Fax Number	*E-mail		

Section 2:

HSA Program Start Date

01 / 01 / 2016

*HSA Program Start Date (mm/dd/yyyy)

Section 3:

Billing Information

Monthly Service Fee

Each month a \$2.75 per account holder service fee is charged to the employer to cover costs associated with managing each employee's Health Savings Account.

Bank Account Information

The Account Set Up Fee and Monthly Service Fee will be debited automatically from the account you designate below.

*Routing Number

*Account Number


John Doe 1234 Main Street Anytown, CA 99999	1234 15-00000000
PAY TO THE ORDER OF _____	\$ <input type="text"/>
ANYTOWN BANK Anytown, CA 99999	DOLLARS
For _____	_____
1 : (250250025) (202020) : 1234	

Note: If this account currently has an ACH block, please notify your bank to add Bank of America and provide our ACH origination number: 1521523496.

Section 4:

Acknowledgment & Signature

The individual signing below represents and warrants that (i) he/she has authority to submit this Employer Group Set Up Form on behalf of the named entity, and (ii) all of the information provided above is complete and accurate. By submitting this Form, the undersigned agrees that Bank of America may regularly debit the employer's account listed in Section 3 above for the applicable fees described in that Section. Further, the undersigned acknowledges and agrees that Bank of America may request such information from third parties and conduct such verifications concerning the employer as it may deem appropriate (or as may be required by applicable laws or regulations) in connection with this request for services and the ongoing provision of such services.

Printed Name Michael J Ciccozzi Title Acting Assistant CAO
Signature  Date 11-19-15

