

## BUSINESS ASSOCIATE AGREEMENT

This agreement ("Agreement") is effective as of Nov. 21, 2025 ("Effective Date") by and between Lively, Inc. ("Business Associate") and Effingham County ("Covered Entity").

WHEREAS, Business Associate will provide certain services to Covered Entity to assist with the administration of employee benefits programs, accounts, and/or services; and

WHEREAS, Covered Entity and Business Associate mutually agree that the terms of this Agreement will comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its regulations promulgated thereunder (45 C.F.R. Parts 160-164).

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, Parties hereto agree as follows:

### A. Privacy of Protected Health Information.

**1. Permitted Uses and Disclosures.** Business Associate is permitted to use and disclose Protected Health Information, including electronic Protected Health Information (collectively "PHI"), that it creates or receives on Covered Entity's behalf or received from Covered Entity (or another business associate of Covered Entity) and to request Protected Health Information on Covered Entity's behalf (collectively, "Covered Entity's Protected Health Information") only as follows:

**a) Functions and Activities on Covered Entity's Behalf.** Except as otherwise limited in this Agreement, Business Associate is permitted to request Covered Entity's Protected Health Information on Covered Entity's behalf and to use and to disclose Covered Entity's Protected Health Information for the following purposes:

**(i) Business Associate's Operations.** For Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities, provided that, with respect to disclosure of Covered Entity's Protected Health Information, either:

**(a)** The disclosure is Required by Law; or

**(b)** Business Associate obtains reasonable assurance, evidenced by written contract, from any person or entity to which Business Associate will disclose Covered Entity's Protected Health Information that the person or entity will:

**(i)** Hold Covered Entity's Protected Health Information in confidence and use or further disclose Covered Entity's Protected Health Information only for the purpose for which Business Associate disclosed Covered Entity's Protected Health Information to the person or entity or as Required by Law; and

**(ii)** Promptly notify Business Associate (who will in turn notify Covered Entity in accordance with Section D (1) of this Agreement of any instance of which the person or entity becomes aware in which the confidentiality of Covered Entity's Protected Health Information was breached.

**(ii) Valid Authorization.** Business Associate may use and disclose Protected Health Information to the extent allowable under a valid authorization from the individual who is the subject of the Protected Health Information.

**(iii) Minimum Necessary.** Business Associate will, in its performance of the functions, activities, services, and operations specified in Section A(1) above, make reasonable efforts to use, to disclose, and to request of a Covered Entity only the minimum amount of Protected Health Information reasonably necessary to accomplish the intended purpose of the use, disclosure or request, except that Business Associate will not be obligated to comply with this minimum necessary limitation with respect to:

**(a)** Disclosure to or request by a health care provider for Treatment;

**(b)** Use with or disclosure to an individual who is the subject of Covered Entity's Protected Health Information, or that individual's personal representative;

**(c)** Use or disclosure made pursuant to an authorization compliant with 45 C.F.R. § 164.508 that is signed by an individual who is the subject of Covered Entity's Protected Health Information to be used or disclosed, or by that individual's personal representative;

(d) Disclosure to the United States Department of Health and Human Services ("DHHS") in accordance with Section E(1) of this Agreement (Such disclosure by Business Associate is not intended to waive any attorney-client privilege claimed by Business Associate.);

(e) Use or disclosure that is Required by Law; or

(f) Any other use or disclosure that is excepted from the minimum necessary limitation as specified in 45 C.F.R. § 164.502(b)(2).

**2. Prohibition on Unauthorized Use or Disclosure.** Business Associate will neither use nor disclose Covered Entity's Protected Health Information except as permitted or required by this Agreement or in writing by Covered Entity or as Required by Law.

**3. Security of Organization's Electronic Protected Health Information.** Business Associate will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information (as defined in 45 CFR 160.103) that Business Associate creates, receives, maintains, or transmits on Covered Entity's behalf as required by the Security Rule, 45 CFR Part 164, Subpart C.

**4. Security Incidents.** Business Associate will promptly report to Covered Entity any successful (A) unauthorized access, use, disclosure, modification, or destruction of Electronic Protected Health Information or (B) interference with Business Associate's system operations in Business Associate's information systems, of which Business Associate becomes aware. Business Associate will promptly report to Covered Entity any use or disclosure of the PHI not provided for in this Agreement upon becoming aware of it and will indemnify and hold Covered Entity harmless from all liabilities, costs and damages arising out of or in any manner connected with the disclosure by Business Associate of any PHI. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

**5. Information Safeguards.** Business Associate will develop, implement, maintain and use appropriate administrative, technical and physical safeguards, in compliance with 45 C.F.R. §164.530(c) and any other implementing regulation issued by DHHS that is applicable to Business Associate's obligations with respect to Covered Entity's Protected Health Information. The safeguards will be designed to preserve the integrity and confidentiality of, and to prevent intentional or unintentional non-permitted use or disclosure of Covered Entity's Protected Health Information.

**6. Subcontractors.** For purposes of this Business Associate Agreement, "Subcontractor" is defined as an agent or Subcontractor who is providing the services that the Covered Entity contracted with the Business Associate to perform. Business Associate will require any of its Subcontractors, to which Business Associate is permitted by this Agreement or in writing by Covered Entity to disclose Covered Entity's Protected Health Information to provide reasonable assurances, that such Subcontractor will comply with the same privacy and security obligations with respect to Covered Entity's Protected Health Information that are applicable to Business Associate under this Agreement.

**B. Compliance with Transaction Standards.** If Business Associate conducts in whole or part electronic Transactions on behalf of Covered Entity for which DHHS has established Standards, Business Associate will comply, and will require any Subcontractor it involves with the conduct of such Transactions to comply, with each applicable requirement of 45 C.F.R. Part 162. Business Associate will not enter into, or permit its Subcontractors or agents to enter into, any trading partner agreement in connection with the conduct of Standard Transactions on behalf of Covered Entity that:

1. Changes the definition, data condition, or use of a data element or segment in a Standard Transaction; 2. Adds any data element or segment to the maximum defined data set;
3. Uses any code or data element that is marked "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification; or
4. Changes the meaning or intent of the Standard Transaction's implementation specification.

**C. Individual Rights.**

**1. Access.** Business Associate will, within 20 days following Covered Entity's request, make available to Covered Entity or, at Covered Entity's direction, to an individual (or the individual's personal representative) for inspection and obtaining copies Covered Entity's Protected Health Information about the individual that is in Business Associate's custody or control, so that Covered Entity may meet its access obligations under 45 C.F.R. §164.524.

**2. Amendment.** Business Associate will, upon receipt of notice from Covered Entity, promptly amend or permit Covered Entity access to amend any portion of Covered Entity's Protected Health Information, so that Covered Entity may meet its amendment obligations under 45 C.F.R. §164.526.

**3. Disclosure Accounting.** So that Covered Entity may meet its disclosure accounting obligations under 45 C.F.R. §164.528:

**a) Disclosures Subject to Accounting.** Business Associate will record the information specified in Section C(3)(c) below ("Disclosure Information") for each disclosure of Covered Entity's Protected Health Information, not excepted from disclosure accounting as specified in Section C(3)(b) below, that Business Associate makes to Covered Entity or to a third party.

**b) Disclosures Not Subject to Accounting.** Business Associate will not be obligated to record Disclosure Information or otherwise account for disclosures of Covered Entity's Protected Health Information:

(i) That occurred before April 14, 2003;

(ii) For Treatment, Payment or Health Care Operations activities;

(iii) To an individual who is the subject of Covered Entity's Protected Health Information disclosed, or to that individual's personal representative;

(iv) Pursuant to an authorization compliant with 45 C.F.R. § 164.508 that is signed by an individual who is the subject of Covered Entity's Protected Health Information disclosed, or by that individual's personal representative;

(v) For notification of and to persons involved in the health care or payment related to the health care of an individual who is the subject of Covered Entity's Protected Health Information disclosed and for disaster relief;

(vi) To law enforcement officials or correctional institutions in accordance with 45 C.F.R. § 164.512(k)(5);

(vii) For national security or intelligence purposes in accordance with 45 C.F.R. § 164.512(k)(2);

(viii) In a Limited Data Set;

(ix) Incident to a use or disclosure that Business Associate is otherwise permitted to make by this Agreement; and

(x) Otherwise excepted from disclosure accounting as specified in 45 C.F.R. § 164.528.

(xi) Processing of any consumer-conducted financial transactions by debit, credit, or other payment card, clearing checks, initiating or processing electronic funds transfers, or conducting any other activity that directly facilitates or effects the transfer of funds for payment for health care or health plan premiums, or any other normal banking or other financial transaction services provided by Business Associate to its own customers.

**c) Disclosure Information.** With respect to any disclosure by Business Associate of Covered Entity's Protected Health Information that is not excepted from disclosure accounting by Section 3(b)(ii) above, Business Associate will record the following Disclosure Information as applicable to the type of accountable disclosure made:

**(i) Disclosure Information Generally**

Except for repetitive disclosures of Covered Entity's Protected Health Information as specified in Section C(3)(c)(ii) below, the Disclosure Information that Business Associate must record for each accountable disclosure is (i) the disclosure date, (ii) the name and (if known) address of the entity to which Business Associate made the disclosure, (iii) a brief description of Covered Entity's Protected Health Information disclosed, and (iv) a brief statement of the purpose of the disclosure.

**(ii) Disclosure Information for Repetitive Disclosures**

For repetitive disclosures of Covered Entity's Protected Health Information that Business Associate makes for a single purpose to the same person or entity (including Covered Entity), the Disclosure Information that Business Associate must record is either the Disclosure Information specified in Section C(3)(c)(i) above for each accountable disclosure, or (i) the Disclosure Information specified

in Section C(3)(c)(i) above for the first of the repetitive accountable disclosures, (ii) the frequency, periodicity, or number of the repetitive accountable disclosures, and (iii) the date of the last of the repetitive accountable disclosures.

**d) Availability of Disclosure Information.** Business Associate will maintain the Disclosure Information for at least 6 years following the date of the accountable disclosure to which the Disclosure Information relates.

Business Associate will report the Disclosure Information to Covered Entity upon 30 days' written notice.

**4. Restriction Requests: Confidential Communications.** Business Associate will comply with any agreement that Covered Entity makes that either (i) restricts use or disclosure of Covered Entity's Protected Health Information pursuant to 45 C.F.R. § 164.522(a), or (ii) requires confidential communication about Covered Entity's Protected Health Information pursuant to 45 C.F.R. § 164.522(b), provided that Covered Entity notifies Business Associate in writing of the restriction or confidential communication obligations that Business Associate must follow and furnishes Business Associate a copy of such agreement. Covered Entity will promptly notify Business Associate in writing of the termination of any such restriction agreement or confidential communication requirement and, with respect to termination of any such restriction agreement, instruct Business Associate whether any of Covered Entity's Protected Health Information will remain subject to the terms of the restriction agreement.

**D. Breach of Privacy Obligations.**

**1. Reporting.** Business Associate will report to Covered Entity any use or disclosure of Covered Entity's Protected Health Information not permitted by this Agreement of which it becomes aware. Business Associate will make the report to Covered Entity's Legal Department not more than 10 days after Business Associate learns of such non-permitted use or disclosure. Business Associate's report will at least:

- a) Identify the nature of the non-permitted use or disclosure;
- b) Identify Covered Entity's Protected Health Information used or disclosed;
- c) Identify who made the non-permitted use or disclosure and who received the non-permitted disclosure;
- d) Identify what corrective action Business Associate took or will take to prevent further non-permitted uses or disclosures;
- e) Identify what Business Associate did or will do to mitigate any deleterious effect of the non-permitted use or disclosure; and
- f) Provide such other information, including a written report, as Covered Entity may reasonably request.

**2. Termination of Agreement.**

**a) Right to Terminate for Breach.** Covered Entity may terminate Agreement if it determines, in its sole discretion, that Business Associate has breached any material provision of this Agreement and upon written notice to Business Associate of the breach, Business Associate fails to cure the breach within 30 days after receipt of the notice. Covered Entity may exercise this right to terminate Agreement by providing Business Associate written notice of termination, stating the failure to cure the breach of the Agreement that provides the basis for the termination. Any such termination will be effective immediately or at such later date specified in Covered Entity's notice of termination. No disclosure made at the request of Covered Entity, whether or not in violation of this Agreement or 45 C.F.R. Part 164, shall be considered a material breach of this Agreement.

**b) Right to Terminate on Regulation Change.** Either Covered Entity or Business Associate may terminate Agreement if amendment or addition to 45 C.F.R. Parts 160-64 affects the obligations under this Agreement or the party.

**c) Obligations upon Termination.**

**(i) Procedure When Return or Destruction Is Not Feasible.** Business Associate is a Financial Institution; return or destruction of Protected Health Information is not feasible. Business Associate will limit its further use or disclosure of such information to those purposes that make return or destruction of such information infeasible. Business Associate will, with any Subcontractor to which Business Associate discloses Covered Entity's Protected Health Information as permitted by Section A (6) of this Agreement, reasonably require such Subcontractor to limit its further use or disclosure of Covered Entity's Protected Health Information to the extent such Subcontractor cannot feasibly return or destroy to those purposes that make the return or destruction of such information infeasible.

(ii) Continuing Privacy Obligation. Business Associate's obligation to protect the privacy of Covered Entity's Protected Health Information as specified in this Agreement will be continuous and survive termination, cancellation, expiration or other conclusion of this Agreement.

**3. Indemnification**. Business Associate will indemnify and hold harmless Covered Entity and any Covered Entity affiliate, officer, director, employee or agent from and against any claim, cause of action, liability, damage, cost or expense, including, without limitation, reasonable attorneys' fees and court costs, arising out of or in connection with any non-permitted or violating use or disclosure of Protected Health Information or other breach of this Agreement by Business Associate or any Subcontractor, of Business Associate or other person or entity under Business Associate's control.

Covered Entity will indemnify and hold harmless Business Associate and any Business Associate affiliate, officer, director, employee or agent from and against any claim, cause of action, liability, damage, cost or expense, including, without limitation, reasonable attorneys' fees and court costs, arising out of or in connection with Covered Entity's release of non-permitted Protected Health Information to Business Associate and/or Covered Entity's failure to notify Business Associate of any changes in, or revocation of, permission by an individual to use or disclose the individual's Protected Health Information, which changes affect Business Associate's permitted or required uses or disclosures.

#### **E. General Provisions**

**1. Inspection of Internal Practices, Books, and Records**. Business Associate will make its internal practices, books, and records, relating to its use and disclosure of Covered Entity's Protected Health Information available to Covered Entity and to DHHS to determine Covered Entity's compliance with 45 C.F.R. Parts 164, Subpart E "Privacy of Individually Identifiable Health Information." This agreement to disclosure by Business Associate is not intended to waive any attorney-client privilege claimed by Business Associate.

**2. Definitions**. The capitalized terms "Covered Entity," "Protected Health Information," "Standard," "Required by Law" and "Transaction" have the meanings set out in 45 C.F.R. § 160.103. The terms "Health Care Operations," "Payment," "Research," and "Treatment" have the meanings set out in 45 C.F.R. § 164.501. The terms "Limited Data Set" and "Standard Transaction" have the meanings set out in, respectively 45 C.F.R. § 164.514(e) and 45 C.F.R. § 162.103. The term "use" means with respect to Protected Health Information, utilization, employment, examination, analysis or application within Business Associate. The terms "disclose" and "disclosure" mean, with respect to Protected Health Information, release, transfer, providing access to or divulging to a person or entity not within Business Associate.

**3. Amendment to Agreement**. Upon the compliance date of any final regulation or amendment to final regulation promulgated by DHHS that affects Business Associate's use or disclosure of Covered Entity's Protected Health Information or Standard Transactions, this Agreement will be automatically amended such that the obligations imposed on Business Associate remain in compliance with the final regulation, unless Covered Entity or Business Associate elects to terminate Agreement in accordance with Section D(2)(b) of this Agreement. No other alteration or modification of the terms and conditions of this Agreement shall be valid or of any force or effect unless it is expressly in a written memorandum executed for Parties by persons duly authorized to do so.

**4. Assignment**. Covered Entity may assign this Agreement or any of its rights or obligations hereunder to any successor through merger, sale or consolidation with prior written notice to and approval of Business Associate. Business Associate may assign this Agreement or any of its rights or obligations hereunder to any successor through merger, sale or consolidation with prior written notice to and approval of Covered Entity.

**5. Interpretation**. This Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the regulations promulgated thereunder (45 C.F.R. Parts 160-164) and applicable state laws. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with these laws and regulations.

**6. Relationship of Parties**. No relationship of employer and employee, or partners or joint ventures between Covered Entity and Business Associate is created by this Agreement, and neither Party may therefore make any claim against the other Party for social security benefits, workers' compensation benefits, unemployment insurance benefits, vacation pay, sick leave or any other employee benefit of any kind. In addition, neither Party shall have any power or authority to act for or on behalf of, or to bind, the other except as herein expressly granted, and no other or greater power or authority shall be implied by the grant or denial of power or authority specifically mentioned herein.

**7. Entire Agreement**. This Agreement constitutes the entire contract between the Parties relative to Business Associate's performance of duties described in the first page of this Agreement, and cancels, replaces and supersedes any and all previous agreements relating to such service.

**8. Effective Date.** This Agreement shall be effective as of the Effective Date and shall continue for a period of twenty-four (24) calendar month periods ("Initial Term") unless terminated earlier in accordance with Section D(2).

**9. Automatic Renewal.** Unless terminated earlier in accordance with Section D(2), this Agreement shall be automatically renewed for successive twelve (12) calendar month periods ("Succeeding Terms") at the expiration of the Initial Term or any Succeeding Term; provided, that either party may terminate the Agreement on the last day of the Initial Term or any Succeeding Term by giving at least 45 days prior written notice to legal@livelyme.com to that effect to the other party.

**10. Severability.** In the event that any portion of this Agreement is found to be void or illegal, the validity or enforceability of any other portion shall not be affected.

**11. Governing Law.** To the extent not superseded by Federal law, the rights and obligations of the Parties hereto under this Agreement shall be governed by the laws of the State of California.

**12. Jurisdiction.** Except for actions over which the district courts of the United States have jurisdiction, the courts of the State of California shall have exclusive jurisdiction over any and all matters or disputes arising from this Agreement.

**13. Arbitration.** Upon the written mutual agreement of the Parties, any claim or controversy arising out of or relating to this Agreement or the breach of this Agreement shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") using one arbitrator selected by mutual agreement of the Parties. The Parties agree to divide equally the AAA's administrative fee as well as the arbitrator's fee, if any, unless otherwise assessed by the arbitrator. The administrative fee shall be advanced by the initiating party subject to final apportionment by the arbitrator in his/her award. The arbitrator's award may be enforced in any court having jurisdiction thereof by the filing of a petition to enforce said award. The cost of filing may be recovered by the party, which initiates such action to have an award enforced. Nothing contained in this Agreement shall require mandatory arbitration by the parties and any arbitration must be agreed to in writing by both parties.

**14. Notice.** Notices under this Agreement shall be in writing and sent via postage-paid Certified Mail, Return Receipt Requested to the following addresses, or to any other address specified in writing by a Party. Any notice under this Agreement shall be in writing and sent via postage-paid Certified Mail, Return Receipt Requested to the following addresses, or to any other address specified in writing by a Party. Notice shall be deemed given on the date it is hand delivered or duly deposited enclosed in a postpaid properly addressed envelope in an official depository under the exclusive custody of the United States Post Office. If an email address is included below, an email courtesy copy will be transmitted at the same time, which shall not alone satisfy the notice requirement of this section.

**If to Business Associate:**

Business Associate: Lively, Inc.  
Address: 77 Geary Street, 5th Floor, San Francisco, CA 94108  
Attention: Legal Department  
Email: legal@livelyme.com

**If to Covered Entity:**

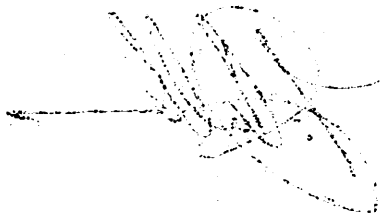
Covered Entity: Effingham County Board of Commissioners

Address: 804 S. Laurel St., Springfield, GA 31329

Attention: Sarah Mausolf, Director of Human Resource Services

Email: smausolf@effinghamcounty.org

**SIGNATURE PAGE TO FOLLOW**

A handwritten signature in dark ink, appearing to be a stylized name with a horizontal line extending to the left.A handwritten signature in dark ink, appearing to be a stylized name with a horizontal line extending to the left.

IN WITNESS WHEREOF, Covered Entity and Business Associate, by the signatures below of their duly authorized representatives, execute this Agreement in multiple originals to be effective as of the Effective Date.

**Business Associate**

By: *Jordan Mazur*

Name: Jordan Mazur

Title: General Counsel

Company: Lively, Inc.

**Covered Entity**

By: 

Name: Timothy Callanan

Title: County Manager

Company: Effingham County Board of Commissioners



## HEALTH SAVINGS ACCOUNT

### PRICING EXHIBIT A

Version 1.0

The following Pricing Exhibit is pursuant to the HEALTH SAVINGS ACCOUNT ADDENDUM for Employer: Effingham County for the Plan Year(s): 12-31-2025 - 12-31-2026.

Capitalized terms used in this Exhibit and not defined have the meanings given in the HEALTH SAVINGS ACCOUNT ADDENDUM, MASTER SERVICE AGREEMENT, and / or Lively's Website which can be found at <https://livelyme.com>.

#### I.1 HEALTH SAVINGS ACCOUNT EMPLOYER SERVICES FEE:

Description	Amount	Comment
<b>Monthly Administration Fee</b>		
Health Savings Account Per Participant Per Month (PPPM)	\$0.00 PPPM	Monthly Administration Fee is the greater of the Minimum Administration Fee per Month listed below, or Per Participant Per Month (PPPM) fees calculated monthly based on Pending and Enrolled Participant Employee count.
Rate Guarantee		The PPPM listed above is guaranteed to be in effect for <u>1 years</u> from the start of the Plan Year.
Minimum Administration Fee per Month.	\$200.00	If the total monthly billable fees (across all Lively products) are less than the minimum monthly fee, an adjustment fee will be applied, so that the total billable fees equal the minimum monthly fee.
<b>Implementation Fee:</b>		
For standalone Lively HSA	\$0.00	The Implementation fee includes the creation of draft Plan Documents, participant debit cards, covers the Plan Year as defined on this Pricing Exhibit, and is due the first invoice month after contracts are signed.
<b>Optional Fees</b>		

<b>Non-Discrimination Testing</b>	\$250 for groups with under 1,000 employees. For groups with 1,000+ employees OR for multi-entity employers and/or plans with different eligibility requirements, price will be custom quoted	Optional service provided through Lively upon written request from Employer. Fees are due when service is rendered. Cost is for unlimited testing within a plan year.
<b>Integrated Enrollment Platform Fee</b>	\$0.20	Added to monthly Administration Fee for the utilization of the following integrated enrollment platform, if applicable: Ease, Employee Navigator, Selerix. This fee does not apply if these platforms are not utilized.
<b>Customizations / custom work</b>	\$185/hr	Any custom work for Employer will need to be agreed to with a separate statement of work but such work shall be charged at the rate listed on the left, if applicable.
<b>Printing &amp; mailing</b>	At cost	Reimbursement of all printing and mailing of physical collateral not legally or regulatorily required that Employer asks from Lively.
<b>In-person travel</b>	\$500/day + cost of actual expenses	In cases where Employer asks Lively to join for in-person or on-site visits, Lively to charge the fee on the left plus the cost of actual expenses to be billed in the month such expense is incurred.
<b>Virtual meetings</b>	No cost	No charge for virtual meetings
<b>Transactional Fees</b>		
<b>Non-Sufficient Funds (NSF) Fees</b>	\$50 per occurrence	Each declined transaction due to insufficient funds in the Employer funding account will result in a \$50 charge billed to the Employer.

## I.2 HSA ACCOUNT HOLDER FEES

Category	Cost	Comment
<b>Debit Cards</b>	Up to 3 FREE	\$5 for each additional card charged to the participant
<b>HSA Investments</b>	Varies	Fees as outlined at <a href="https://livelyme.com/pricing">https://livelyme.com/pricing</a> unless otherwise specifically agreed to in writing between parties

<b>Paper Statements</b>	<b>\$2 / month</b>	Optional fee charged to participants who opt into receiving paper statements. Electronic statements are included for no additional fee
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**I.3** All applicable fees payable to Lively by Employer pursuant to this Agreement shall be automatically debited from Employer's designated account upon being due, unless otherwise agreed to between Lively and Employer. All such fees will be reflected on a detailed invoice provided by Lively to Employer.

**I.4** All fees are due upon receipt of an invoice or notification from Lively. Fees shall be paid when due. Fees are deemed late if not paid within thirty (30) days of the invoice or due date, whichever comes first. Late fees may be subject to a 3% penalty. All services not set forth in this Pricing Exhibit may be subject to additional fees.

## FLEXIBLE SPENDING ACCOUNT

### PRICING EXHIBIT A

Version 3.0

The following Fee Schedule is pursuant to the FLEXIBLE SPENDING ACCOUNT **ADDENDUM** for Employer: Effingham County for the Plan Year(s): 12-31-2025 - 12-31-2026.

Capitalized terms used in this Exhibit and not defined have the meanings given in the FLEXIBLE SPENDING ACCOUNT ADDENDUM, MASTER SERVICE AGREEMENT, and /or Lively's Website which can be found at <https://livelyme.com>.

#### I.1 FSA EMPLOYER SERVICES FEE:

Description	Amount	Comment
<b>Monthly Administration Fee:</b>		
General Purpose (Health) FSA standalone	\$2.95 PPPM	Monthly Administration Fee is the greater of the Minimum Administration Fee per Month listed below, or Per Participant Per Month (PPPM) fees calculated monthly based on actual plan participation.
Rate Guarantee		The PPPM listed above is guaranteed to be in effect for <u>1</u> years from the start of the Plan Year.
Minimum Administration Fee per Month.	\$200.00	If the total monthly billable fees across all products are less than the minimum monthly fee, an adjustment fee will be applied, so that the total billable fees equal the minimum monthly fee.
<b>Implementation Fee:</b>		
For Lively products	\$0.00	The Implementation fee includes the creation of a draft Plan Document, a draft Summary Plan Description, and participant debit cards. The Account Implementation Fee also covers the Plan Year as defined on this Pricing Exhibit and is due the first invoice month after contracts are signed
<b>Optional Fees:</b>		

<b>Just-In-Time Funding for Claims Reimbursements</b>	\$20/month	Lively to debit total claims expenditures directly from the Employer's bank account daily. This fee will not apply if Reserve Funding is selected in section I.3. below. This fee is applied once per month across all applicable products.
<b>Plan Amendment / Document Changes</b>	\$250 per occurrence	Optional service provided upon written request from Employer. Fees are due when service is rendered.
<b>Non-Discrimination Testing</b>	\$250 for groups with under 1,000 employees. For groups with 1,000+ employees OR for multi-entity employers and/or plans with different eligibility requirements, price will be custom quoted	Optional service provided through Lively upon written request from Employer. Fees are due when service is rendered. Cost is for unlimited testing within a plan year.
<b>Runout and/or Grace Period Administration Fee</b>	\$500	One-time fee for Lively to administer a runout and/or grace period from the previous plan year, in addition to PPPM fee, for employers electing Lively to administer their runout and/or grace period after terminating service at the previous FSA provider.
<b>Runout and/or Grace Period Administration Fee</b>	\$500	Lively will charge Employers who terminate their contracts with Lively a one-time \$500 fee in addition to the PPPM and monthly minimum to administer the remaining runout and/or grace period post-termination
<b>Mid-Year Takeover Fee</b>	\$500	One-time fee per entity or sub-division for Lively to perform a mid-year takeover from another FSA provider in addition to the PPPM fee and the monthly minimum.
<b>Customizations / custom work</b>	\$185/hr	Any custom work for Employer will need to be agreed to with a separate statement of work but such work shall be charged at the rate listed on the left, if applicable.
<b>Integrated Enrollment Platform Fee</b>	\$0.20 PPPM	Added to monthly Administration Fee for utilization of any of the following integrated enrollment platforms: Employee Navigator, or Selerix. This fee does not apply if these platforms are not utilized.
<b>Printing &amp; mailing</b>	At cost	Reimbursement of all printing and mailing of physical collateral not legally or regulatorily required that Employer asks from Lively.



<b>In-Person travel</b>	\$500/day + cost of actual expenses	In cases where Employer asks Lively to join for in-person or on-site visits, Lively to charge the fee on the left plus the cost of actual expenses to be billed in the month such expense is incurred.
<b>Virtual meetings</b>	Included	No charge for virtual meetings.
<b>Transactional Fees:</b>		
<b>Non-Sufficient Funds (NSF) Fees</b>	\$50 per occurrence	Each declined transaction due to insufficient funds in employer funding account will result in a \$50 charge billed to the employer
<b>Data for Form 5500</b>	Included	Lively will provide the data to populate IRS Form 5500 at no extra cost, at least 90 days before Form 5500 filing deadline date
<b>Other Card Costs</b>	At Cost	Pass-thru costs for Rush Order or pulling cards once processed. Optional service provided upon written request from Employer.
<b>Bulk Reprocessing Returned Cards</b>	\$5 per card	Lively having to reprocess bulk debit card sends due to an error from the Employer (e.g., faulty mailing addresses for everyone) at the direction of the Employer. For the avoidance of doubt, the Employer will not be responsible for a returned card due to error resulting from an employee providing Lively mailing information directly.

## I.2 FSA ACCOUNT HOLDER FEES:

Category	Cost	Comment
<b>Debit Cards</b>	Up to 3 FREE	\$5 for each additional card charged to the participant

## I.3 FSA RESERVE FUNDING

Category	Percentage and Cadence	Comment
<b>Reserve Funding of Employer Account</b>	To be selected in the application	Employer will select a percentage and cadence for Reserve Amount in the Lively application during the Employer's onboarding process. Employer will ensure that the Employer Account is funded at the cadence and percentage selected.

All applicable fees payable to Lively by Employer pursuant to this Agreement shall be automatically debited from Employer's designated account upon being due, unless otherwise agreed to between Lively and Employer. All such fees will be reflected on a detailed invoice provided by Lively to Employer.

**I.4** All fees are due upon receipt of an invoice or notification from Lively. Fees shall be paid when due. Fees are deemed late if not paid within thirty (30) days of the invoice or due date, whichever comes first. Late fees may be subject to a 3% penalty. All services not set forth in this Pricing Exhibit may be subject to additional fees.

A handwritten signature in blue ink, appearing to read 'T. Callanan', is written over a horizontal line.

Signature

Timothy Callanan

Name

County Manager

Title

Effingham County Board of Commissioners

Employer

11-21-2025

Date