



Order Form

Employer:

Brazoria County
237 East Locust St #203
Angleton, TX 77515

Effective Date*: 7/1/2025
Initial Term End Date: 6/30/2028

Payment Method: Wire / ACH Credit or Check
Payment Terms: Within 30 days of receipt of invoice
Service Charge on Overdue Amounts: 2% Per Month

Table 1 - Aflac Paid Services Fees (Service start date: 10/1/2025):

Service Name	Fee Type	Fee	Description
FSA	Admin Fee	\$2.50 PPPM	Per Participant Per Month

Table 2 - Employer Paid Services Fees (Service start date: 7/1/2025):

Service Name	Fee Type	Fee	Description
HRA	Admin Fee	\$3.85 PPPM	Per Participant Per Month
HRA	Monthly Minimum	\$0.00	
Plan Documents - Initial	Additional Service Fee	\$0.00	Administrative fees are waived for initial Plan Document and Summary Plan Description (SPD) (while employer is in implementation). Ongoing Plan Document and SPD service must be requested separately.
Plan Documents - Ongoing	Additional Service Fee	\$100.00	Administrative fees will apply for amended and restated Plan Document and Summary Plan Descriptions (SPD) per plan.
Non-Discrimination Testing - Initial	Additional Service Fee	\$0.00	Administrative fees are waived for initial nondiscrimination testing. Ongoing nondiscrimination testing session must be requested separately (fees may apply).
Balance Transfer - Previous TPA	Additional Service Fee	\$0.00	Balance transfer from previous TPA. During plan year (mid-year transitions), HQY will work with the Employer's previous administrator to obtain election amounts and balances. At the start of their plan year and after the Grace Period, HQY will work with the previous administrator to take over balances.

Terms and Conditions:

- This Order Form is subject to HQY's General Terms and Conditions of Service that may be viewed at https://resources.healthequity.com/Documents/Employer/General_Terms_and_Conditions_All_Accounts.pdf, ("Online Terms and Conditions") and all terms defined therein shall have the same meaning in this Order Form unless otherwise specified herein. Notwithstanding anything contained to the contrary in the Online terms and Conditions, the Parties agree as follows.
 - Section 1.4 is deleted in its entirety and replace with: "Plan Administrator; Fiduciary. To the extent applicable, Employer acknowledges and agrees that it is the plan administrator and fiduciary of such employee benefit plans or programs (each a "Plan" or, collectively, the "Plans") sponsored by Employer, and that HQY is an independent contractor engaged to perform the agreed upon Services in a non-fiduciary capacity. Employer must obtain the



prior written consent of HQY to all references to HQY, or to its products or services, in all communications or documents pertaining to the Plan(s) prepared by Employer, or on Employer's behalf, unless the reference identifies HQY only as a service provider or the reference is required in an IRS Form 5500 or similar filing or document required under the Internal Revenue Code of 1986, as amended (the "Code") to the extent it applies to Employer. Without limiting the foregoing, in no event may Employer identify or refer to HQY as "administrator," "plan administrator," "plan sponsor," "fiduciary," "plan fiduciary," or any similar title. It is understood and agreed between HQY and Employer that any such written consent of HQY shall not be considered a representation that HQY has reviewed or approved the content of such communication or document except as to those matters set forth in this Subsection 1.4 for which consent is required. Employer has the sole responsibility to pay all fees or penalties arising from the Plans that are assessed by the Internal Revenue Service, the Department of Labor, and/or other federal, state, or local governmental agencies."

2) Schedule B Section 1.1 (Roles and Responsibilities) is deleted in its entirety and replace with: "Roles and Relationships. Employer, operating as the sponsor of a health plan, "plan administrator" and "fiduciary" desires to provide certain health related reimbursement arrangements and/or other work-related benefits to its eligible employees ("Participants"). HQY provides third party administration ("TPA") services for health reimbursement arrangements as defined in IRS Notice 2002-45 ("HRAs"), health flexible spending arrangements as defined in 26 USC § 125 and the regulations thereunder ("FSAs"), dependent care assistance programs as defined in 26 USC § 129 and the regulations thereunder ("DCRA"), and limited-purpose FSAs and post-deductible HRAs (each within the meaning of Rev. Rul. 2004-45).

- *This Order Form shall be effective as of 7/1/2025 (unless this Order Form is incomplete or does not match our records). Billing shall commence upon start of Service(s) or next billing period following the effective date, whichever is later.
- Table 1 Fees: Employer represents and warrants that Aflac has agreed to pay all Table 1 Fees set forth in this Order Form on behalf of Employer, except for NVAS Fees. Notwithstanding the foregoing, if Aflac fails to timely pay such Table 1 Fees, Employer shall be responsible for the payment of all Table 1 Fees.
- Table 2 Fees: Employer agrees to pay any fees for additional services set forth on Table 2, if applicable.
- NVAS Fees: Employer shall be solely responsible to pay for the Per Participant Per Month (PPPM) Table 1 Fees set forth in this Order Form for Services provided to participants who reside in a state ("NVAS State") that prohibits Aflac from paying fees for such Services ("NVAS Fees") in accordance with the terms and conditions set forth in this Order Form. Each participant's state of residence shall be determined based upon the current address on file with HQY at the time of invoice, and the Employer acknowledges that HQY shall be entitled to rely upon such information provided by the Employer and shall not be liable for any acts or omissions taken based on HQY's reliance upon such information provided by Employer. Further, the Employer agrees to update participant's residence if participant moves to a NVAS State at any time.
- Employer acknowledges and agrees to give Aflac the authority to unilaterally negotiate Table 1 Fee updates with HQY on Employer's behalf and Employer agrees to pay any fee changes negotiated on its behalf if Aflac fails to pay such fees timely.

For Employer:

Signature:

Name (print):

Title:

Employer:

Date: