

SIXTH AMENDMENT TO NAPA COUNTY AGREEMENT NO. 170137B

PROFESSIONAL SERVICES AGREEMENT

THIS SIXTH AMENDMENT TO NAPA COUNTY AGREEMENT No. 170137B is made and entered into as of this 1st day of July 2024, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and INSPIRA FINANCIAL HEALTH, INC. (formerly PayFlex Systems USA, Inc.), an Illinois corporation, whose mailing address is 2001 Spring Road, Suite 700, Oak Brook, Illinois, 60523, hereinafter referred to as “CONTRACTOR.”

TERMS

WHEREAS, on January 1, 2014, COUNTY engaged CONTRACTOR in Agreement No. 170137B (formerly No. 8034) (hereinafter referred to as “Agreement”) to administer the health and dependent flexible spending accounts for County employees; and

WHEREAS, on September 9, 2014, COUNTY and CONTRACTOR amended the Agreement (First Amendment) to include administration of transit spending accounts for County employees; and

WHEREAS, on January 1, 2017, COUNTY and CONTRACTOR amended the Agreement (Second Amendment) to increase the service rates and to increase the fiscal year maximum amount payable; and

WHEREAS, on January 1, 2017, COUNTY and CONTRACTOR amended the Agreement (Third Amendment) to amend the term of the Agreement for the period January 1, 2017, through December 31, 2017; and

WHEREAS, on January 1, 2018, COUNTY and CONTRACTOR amended the Agreement (Fourth Amendment) to amend the term of the Agreement for the period January 1, 2018, through June 30, 2021; and

WHEREAS, on July 1, 2021, COUNTY and CONTRACTOR amended the Agreement (Fifth Amendment) to amend the term of the Agreement for the period July 1, 2021, through June 30, 2024; and

WHEREAS, COUNTY and CONTRACTOR wish to amend Agreement No. 170137B as follows:

1. Paragraph 1 “Term of the Agreement,” is amended to read in full as follows:

Term of the Agreement. The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2025, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs

7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention). The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, not to exceed two additional years, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.

2. All other terms and conditions of Agreement No. 170137B shall remain in full force and effect.

IN WITNESS THEREOF, the parties have executed this Sixth Amendment to Agreement No. 170137B as of the date first written above.

INSPIRA FINANCIAL HEALTH, INC.

By Michael Di Simone
MICHAEL DISIMONE, Chief Operating Officer

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By _____
JOELLE GALLAGHER, Chair of the
Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Susan B. Altman</i>, Deputy</p> <p>Date: May 30, 2024</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date:</p> <p>Processed By:</p> <p>Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By:</p>
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