

ESH 12246



APPLICATION FOR SERVICE NIHCARewards AGREEMENT



THIS AGREEMENT, is made and entered as of the date that the last party to the agreement executes is between Money Movers, Inc. ("MMI") and INDEPENDENT SCHOOL DISTRICT NO. 271 ("Company").

RECITALS:

- A. MMI provides services to its customers pursuant to various programs;
- B. Company desires to purchase NIHCARewards from MMI pursuant to the terms and conditions of this Agreement.
- C. For the purpose of this Agreement, "notice" or "notification" may be given in person by United States Mail with postage prepaid or by means of electronic communication to the last known address of the other party: and
- D. For the purpose of this Agreement, a "business day" means a calendar day other than a Saturday, Sunday or Federal holiday.

MMI and Company hereby agree as follows:

1. NIHCARewards. NIHCARewards is a service pursuant to which Company reports to MMI the number of visits an eligible member ("Member") makes to its facility and/or any other criteria required by their Health Plan. A Member is a person who is eligible for compensation ("Reward") from their Health Plan. MMI will transmit to the Health Plan such data as is required by the Health Plan pursuant to its criteria. Health Plan will thereafter transmit the Reward and any data related to that reward to MMI. MMI will credit the Reward to the Member's account at its financial institution, or Company's account at its financial institution, in accordance with the Health Plan's direction, utilizing the Automated Clearing House ("ACH") Network.

2. COMPANY DUTIES. Company agrees to comply with all of the rules and procedures of MMI pertaining to NIHCARewards ("Client Procedures"). Company acknowledges receipt of the Client Procedures. The Client Procedures may be amended from time to time by MMI. Company will be bound by any amendments to the Client Procedures seven (7) days after MMI notifies it of the amendments. In the event Company reasonably determines that any amendment to the Client Procedures is not in its best interest, it may immediately terminate this Agreement upon written notice to MMI.

3. MMI DUTIES. Without limiting or restricting any of the Client Procedures, MMI shall have the following duties.

- a. MMI shall promptly submit all data received from Company to Health Plan.
- b. MMI will credit the Reward on or about the next business day after receipt of the funds from the Health Plans.

4. PROGRAM CHARGES AND TAXES. Company agrees to pay MMI monthly for Program Charges for NIHCARewards by an ACH debit to Company's account at its financial institution ("Company's Account"). Said Program Charges, which Company acknowledges receiving from MMI, may be modified at any time

upon thirty (30) days notice. Any taxes or fees, except taxes based upon income, imposed by any federal, state, municipal or other governmental authority that may be applicable to the services provided to Company pursuant to this Agreement, shall be paid by Company regardless of whether such taxes or fees are added to the invoice which MMI provides to Company, and regardless of when such taxes or fees are determined to be due and owing. The Program Charges are small in relation to the amount of the funds processed by MMI pursuant to this Agreement. The Program Charges have been established based upon the limitation of liability set forth in Paragraph 7.

5. COMPANY WARRANTIES. Company hereby warrants as follows:

a. If the reward is credited to Member's account, that the enrollment form, or any other data pertaining to Member which authorizes MMI to make transactions related to that Reward, is genuine and enforceable.

b. If it initiates a credit entry to Member's by utilizing MMI's internet site or if it sends MMI a data file which permits MMI to imitate the transaction without itself entering the data, it is in possession of an authorization for each such credit entry as well as any modifications or changes made to the original authorization for a credit entry and it shall maintain copies of such documentation for two (2) years following termination or revocation of the authorization.

6. COMPANY LIABILITY AND INDEMNIFICATION. Company shall be liable for all damages which MMI suffers by reason of Company's breach of any of its warranties set forth in Paragraph 5 of this Agreement or by reason of any other representation made by it in this Agreement. Company hereby indemnifies and holds MMI harmless from all claims, damages, and causes of action (including reasonable attorney's fees and costs) which may be asserted against MMI by any person by reason of Company's breach of the warranties and representations made by this Agreement.

7. MMI LIABILITY MMI shall be liable for all damages which Company suffers by reason of MMI's breach of any of its warranties or duties set in Paragraph 3 of this Agreement or by reason of any other representation made by MMI in this agreement. MMI hereby indemnifies and holds Company harmless from all claims, damages, and causes of action (including reasonable attorney's fees and costs) which may be asserted against Company by any person by reason of MMI's breach of any duties, warranties or representations made by this agreement. MMI must purchase insurance coverage as will insure the provisions of defense and indemnification of this paragraph. Except as provided in the preceding sentence and except for an obligation to account for all funds which it receives from Health Plan, MMI shall not have any liability for failing to perform or delay in performing any services pursuant to this Agreement arising from an act of God, from delay occasioned in transit of data or processed work, or from other cause of event beyond the control of MMI.

8. TERM. This Agreement shall continue in effect unless terminated by either party upon sixty (60) days written notice. Provided, however, that in the event that any of the following occur:

a. MMI attempts to make a debit to Company's Account pursuant to Paragraph 4 of this Agreement which is later returned because the account has insufficient funds in it to permit the debit transaction. Insufficient funds for charges will result in a \$25 additional fee.

b. Company has terminated MMI's authorization to debit Company's Account for any other reason which prevents MMI from making the debit,

c. Company has breached its warranties pursuant to Paragraph 5, or

d. Health Plan terminates its relationship with Company,

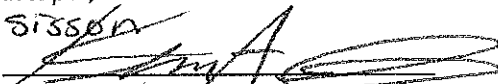
e. MMI shall be entitled to terminate this contract immediately upon the occurrence of such an event and thereafter give notice to Company that this Agreement has been terminated. Provided further, in the event that MMI increases Program Charges pursuant to Paragraph 4 or modifies this Agreement pursuant to Paragraph 10, Company may immediately terminate this Agreement upon written notice to MMI.

9. CONFIDENTIALITY. MMI acknowledges that in performing services for Company pursuant to this Agreement that it will have access to information about Company and Members that is confidential ("Confidential Information"). MMI agrees to maintain the confidentiality of persons, either in whole or in part, and will not in any manner use Confidential Information for its own benefit. MMI shall also take such steps as are reasonable and necessary to cause its employees to be individually subject to an obligation to maintain the confidentiality of Confidential Information.

10. MISCELLANEOUS. This Agreement shall constitute the entire agreement between the parties and supersedes all prior oral or written representations, conditions, warranties, understandings, proposals or agreements regarding NIHCArewards. This Agreement may hereafter be amended by MMI giving Company advance notice of changes to the terms and conditions of this Agreement. Company's utilization of NIHCArewards from MMI subsequent to such notification shall constitute Company's consent to such modification. All of the provisions of this Agreement shall survive its termination except for MMI's obligation to provide NIHCArewards to Company.

This Agreement may not be assigned by either party except that either party assigns this Agreement to any successor by merger, consolidation or corporate reorganization. Each party hereby warrants and represents that the person who accepts this contract has been duly authorized and that all of the necessary and appropriate corporate authority exists for said party to execute this Agreement.

By: Money Movers, Inc.
PO Box 241
Sebastopol, CA 95473

Signature: Kem A. Sisson


Date: 2/21/17

By Company: _____

Address _____

City, State, Zip _____

Company Officer Printed Name: _____

Company Officer Signature: _____

Company Officer Title: _____

Date: _____