

SIMPLEPAY HEALTH™ PLAN PARTICIPANT AGREEMENT

Jim Ellis Atlanta (“**Employer**”) sponsors a group health plan (the “**Plan**”) for the benefit of its eligible employees and their spouses and dependents. The Plan has engaged SPH, LLC d/b/a SimplePay Health™, including its vendors (together, “**SimplePay Health**”) to assist in the design and vendor coordination for the Plan. As part of the SimplePay Health program, cost-sharing amounts (e.g., out-of-pocket expenses and copays, if applicable) for covered services received by the employee or the employee’s spouse/dependents are billed to the employee by the SimplePay Health financing vendor in a consolidated monthly statement. Employees are required to pay the SimplePay Health financing vendor for such cost-sharing amounts within the timeframe outlined in the billing statement.

In consideration of your participation in the Plan, by signing below you acknowledge and agree as follows:

- **Signing this agreement is a requirement for participation in the SimplePay Health Plan sponsored by Employer.**
- You will pay cost-sharing amounts (sometimes referred to as “SimplePays” or “SimplePay amounts”) as invoiced within the timeframes outlined in the applicable SimplePay Health invoice/statement. Your obligation to pay for cost-sharing amounts extends to amounts owed for care received by you or any individual covered by the Plan because of his/her relationship with you, such as your spouse and/or dependents (including adult dependents).
- Cost-sharing amounts you are responsible for are governed by the terms of your Plan, and any dispute relating to cost-sharing amounts billed by the SimplePay Health financing vendor is subject to the Plan’s claims and appeal procedures outlined in the Plan’s Summary Plan Description.
- You may use funds from health spending accounts, such as flexible spending accounts or health reimbursement arrangements, if available, to pay cost-sharing amounts invoiced by the SimplePay Health financing vendor.
- Neither SimplePay Health nor the Plan is loaning or extending credit to you, your spouse, or your dependents. The consolidated billing of cost-sharing obligations is a billing/payment practice implemented by the Plan as part of the SimplePay Health program and financed by a separate third party vendor.
- Payroll Deduction Authorization: By signing below, you acknowledge and agree that Employer or Employer’s payroll services provider may deduct the amount of any minimum cost-sharing amounts that you fail to timely pay to the SimplePay Health financing vendor from your regularly scheduled paychecks in even amounts according to the Payment Plan Schedule below, to the terms as disclosed in the corresponding Credit Agreement (available in your Plan’s benefit summary document), and in accordance with state and federal wage laws. **These payment amounts will not include any interest.** You hereby acknowledge that this agreement is entered into freely by you in order to allow the efficient repayment of monies owed in relation to cost-sharing amounts incurred by you or your dependents for which you have otherwise failed to timely pay.

- If you are terminated from employment with, or on a leave of absence from, the Employer for any reason, any outstanding balances may be payroll deducted in full from your final paycheck at that time up to the limit allowed by state and federal wage laws, or if deduction in full is not feasible, you agree to immediately complete and to be subject to the Revocation terms below. Failure to complete the revocation process will not (1) terminate your obligation to pay any unpaid statement balance in full according to the same terms or (2) terminate your obligation to pay any subsequent SimplePay statement balances by the statement's payment due date or be subject to late fees and your account being forwarded to collections.
- If your pay fluctuates each pay period, pay periods with insufficient pay to cover the deduction amount will result in missed deductions. You hereby agree that missed deductions could be stacked on the next sufficient paychecks, up to the limit allowed by state and federal wage laws, or you may revoke this payroll deduction authorization at that time and be subject to the Revocation terms below.
- *Revocation: You understand that you may revoke this payroll deduction authorization at any time at https://acap.secureconduit.net/opt_out/new. By doing so, you agree (1) to provide an alternative form of payment (bank account, credit card, or debit card) to SimplePay Health, (2) that such alternative payment method may be automatically charged the minimum cost-sharing amounts that you fail to timely pay, according to the Payment Plan Schedule below, and (3) that the Plan and SimplePay Health and its vendors are not liable for any additional fees charged to you by your banking institution, such as interest or overdraft fees. Revocation during a month an active payment plan will result in the remainder of the month's payroll deductions being included in the amount automatically charged to your alternative form of payment the following month. Failure to complete the revocation by the statement due date will result in your payroll deduction authorization remaining in full force and effect.*

Payment Plan Schedule:

Unpaid Balance (\$)	Payback term upon receipt of bill (months)	Max Monthly Payment (\$)
<\$100	1	\$ 99
\$100-\$250	2	\$ 125
\$251-\$500	3	\$ 167
\$501-\$1000	4	\$ 250
\$1001-\$2000	6	\$ 333
\$2001+	12	N/A

- **Any failure to pay minimum cost-sharing amounts due will result in late fees and SimplePay Health forwarding your account to collections.**
- You accept the terms of the SimplePay Health Privacy Policy available at www.simplepayhealth.com.

More information about these payment and financing terms is available by contacting SimplePay Health at 800-606-3564 or healthpro@simplepayhealth.com.

ACKNOWLEDGED & AGREED TO BY:

Signature

Printed Name

Date