COMMISSIONERS JOURNAL NO. 68 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 29, 2018

THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY MET IN REGULAR SESSION ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT:

Present:
Barb Lewis, Vice President
Jeff Benton, Commissioner

Absent:
Gary Merrell, President

1
RESOLUTION NO. 18-323

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 26, 2018:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on March 26, 2018; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

Vote on Motion Mr. Merrell Absent Mrs. Lewis Aye Mr. Benton Aye

2
PUBLIC COMMENT

3
ELECTED OFFICIAL COMMENT

4
MILT LINK, DELAWARE COUNTY SOIL AND WATER CONSERVATION DISTRICT.
RETIREMENT TRIBUTE
50 PLUS YEARS OF PUBLIC SERVICE AND 20 YEARS OF SERVICE TO DELAWARE COUNTY

5
RESOLUTION NO. 18-324

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0328:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0328 and Purchase Orders as listed below:

Vendor	Description	Account	Amount
PO' Increase			
Columbia Gas	Water Rec Department	66211903-5338	$9,000.00

PR Number	Vendor Name	Line Description	Line Account	Amount
R1802439	SPEAKWRITE LLC	TRANSCRIPTION SERVICES	22511607 - 5301	$16,000.00
R1802572	BENCHMARK LANDSCAPE	MOWING SERVICES	10011105 - 5328	$27,500.00

Vote on Motion Mr. Benton Aye Mr. Merrell Absent Mrs. Lewis Aye

6

RESOLUTION NO. 18-325

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve the following:

The Emergency Medical Services Department is requesting that Mike Schuiling, Eric Burgess and Aaron Jennings attend a 2018 Trauma Symposium "A Rise in Trauma in Columbus, Ohio on May 3, 2018 at no cost.

The Dog Shelter is requesting that Mitchell Garrett attend a Basic Humane Agent Training in London, Ohio from June 18-22, 2018 at the cost of $350.00 (fund number 20411305).

The Facilities Department is requesting that Gregg Rittenhouse attend a building controls class at the Trane Training center on April 26, 2018 at the cost of $250.00 (fund number 10011105).

The Facilities Department is requesting that Lance Hauersperger, Gregg Rittenhouse and Kevin Miller attend a building controls lunch work shop class at the Trane Training center on April 24, 2018 at no cost.

The Facilities Department is requesting that Kevin Miller attend a building controls class at the Trane Training center on April 26, 2018 at no cost.

The Commissioners Office is request that Jane Hawes attend a Social Media Marketing Conference in Columbus, Ohio May 15, 2018, at the cost of $222.60 (fund number 10011139).

The Auditor's Office is requesting that Brad Higgins, Dawn Hall, Linda O'Rourke, Tina Archangel, Dedra Hall and Jane Tinker attend various GFOA, Superion and AGA Trainings at various locations from April 1-December 31, 2018; at the cost of $6,600.00 (fund number 10010101).

The Regional Sewer District is requesting that Jeff Hall, Chad Kidd, and Marshall Yarnell attend an SEOWEA Section Meeting including Ross and Pickaway Counties Wastewater Treatment Plant Tours in Chillicothe, New Holland, Circleville, and Ashville, Ohio on April 12, 2018 at a total cost of $90.00 from fund 66211901

The Regional Sewer District is requesting that Cory Smith, Rick Thomas, and Brian Rammelsberg attend an OWEA Collection System Workshop in Lewis Center, Ohio on May 17, 2018 at a total cost of $435.00 from fund 66211901

The Regional Sewer District is requesting that Marshall Yarnell, Jeff Hall, Mark Chandler, Kevin Brutchey and John Feightner attend an Alloway Lab Spring VIP Workshop in Bellville, Ohio on May 1, 2018 at a total cost of $295.00 from fund 66211901

The Regional Sewer District is requesting that Kevin Brutchey, John Feightner, Chad Kidd, Wayne Coleman, and Carl Bennett attend an SEOWEA LAC/Industrial Meeting in Marion, Ohio on April 17, 2018 at no cost

The Commissioners' Office is requesting that Barb Lewis attend the 2018 NACO Conference in Nashville Tennessee July 12-17, 2018; at the cost of $1,715.00 (fund number 10011101).

Vote on Motion Mr. Merrell Absent Mr. Benton Aye Mrs. Lewis Aye

7

RESOLUTION NO. 18-326

IN THE MATTER OF APPROVING THE 2018 LOCAL AGRICULTURAL EASEMENT PURCHASE PROGRAM (LAEPP) COOPERATIVE AGREEMENT BETWEEN THE OHIO DEPARTMENT OF AGRICULTURE AND THE DELAWARE COUNTY COMMISSIONERS:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve the following:

2018 LOCAL AGRICULTURAL EASEMENT PURCHASE PROGRAM (LAEPP)
COOPERATIVE AGREEMENT
BETWEEN
THE OHIO DEPARTMENT OF AGRICULTURE
AND
DELAWARE COUNTY COMMISSIONERS

This Cooperative Agreement (hereinafter "Agreement"), effective as of the 29th day of March 2018, is between the DELAWARE COUNTY COMMISSIONERS, 101 North Sandusky Street; Delaware, OH 43015 (hereinafter "Local Sponsor") and the OHIO DEPARTMENT OF AGRICULTURE, 8995 East Main Street, Reynoldsburg, OH 43068 (hereinafter "ODA") for the implementation of Local Agricultural Easement Purchase Program ("LAEPP") as authorized under Ohio Revised Code ("ORC") § 901.21, et. seq.

RECITALS

ORC § 901.21 authorizes the Director of Agriculture to utilize funding received from the Clean Ohio fund to purchase agricultural easements, in conjunction with eligible governmental and non-profit entities, for the purpose of protecting the agricultural uses of eligible land by limiting the non-agricultural uses of the land. To be eligible, the farm land must meet the criteria and further the purposes as provided in ORC § 901.22 and Ohio Administrative Code ("OAC") § 901-2-01, et seq.

WHEREAS, the Local Sponsor and ODA have mutual interests in maintaining land m agricultural production and preventing the conversion of agricultural lands to non-agricultural uses;

WHEREAS, ODA administers the LAEPP through its Office of Farmland Preservation; and WHEREAS, Local Sponsor administers a farmland protection program and is a certified local sponsor for the purposes of the LAEPP with opportunities to acquire agricultural easements from landowners ("Landowners" or "Landowner") within the County of Delaware in the State of Ohio, and ODA and Local Sponsor have agreed to combine their resources to assure that such areas are protected from conversion to nonagricultural uses.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

AGREEMENT

I. BENEFITS

1.1 The funding allocated to the Local Sponsor by ODA in this Agreement will be used for the protection of Ohio farm lands against conversion to non-agricultural use.

II. SCOPE OF WORK

2.1 The Local Sponsor shall be responsible for the duties and obligations set forth in "Exhibit A - Scope of Work," attached hereto and incorporated herein by reference, in connection with the use of ODA funds identified in Section IV of this Agreement for the acquisition of agricultural easements on the real estate ("Property" or "Properties") described in the attached "Exhibit B - Property/Funds," attached hereto and incorporated herein by reference. "Exhibit B - Property/Funds," shall be amended from time to time as Properties are selected in accordance with "Exhibit A - Scope of Work." For the purposes of this Agreement, "agricultural easement" shall be defined as provided in ORC § 901.21, et seq. Local Sponsor hereby represents and warrants that it will comply with all applicable federal and state laws, specifically including but not limited to OAC § 901- 2-01, et seq. in performing its described obligations herein.

2.2 Local Sponsor represents and warrants it has the necessary background, training, and skills to perform the required responsibilities and obligations under this Agreement and will provide its best efforts in the performance of the Scope of Work of this Agreement. Best efforts shall be defined as being efforts performed in a workmanlike manner according to the highest professional standard for the purpose intended. There will be no breach of this covenant if Local Sponsor is prevented from maintaining this standard by causes wholly beyond its control and without any default on its part. Local Sponsor further represents and warrants that it has no outstanding final judgments against it by the State, including tax liabilities; and agrees that any payments provided to the Local Sponsor by the State pursuant to this Agreement may be applied against such liabilities currently owing or incurred in the future.

2.3 Local Sponsor warrants it is not listed with the Secretary of State for unfair labor practices, pursuant to ORC § 121.23, and is or shall become a registered vendor with the State.

2.4 All deeds will be drafted by ODA. Local Sponsor shall ensure that no changes are made to the deed at closing without the express knowledge and the prior written permission of ODA.

2.5 The closing ("Closing") for the agricultural easements in connection with each Property shall occur on a time and date mutually agreed to by the parties, but in no event later than June 30, 2019. Local Sponsor may receive an extension to this deadline with the prior written approval of ODA.

2.6 ODA may, from time to time as it deems appropriate, communicate specific instructions and requests to the Local Sponsor concerning the performance of the Scope of Work described in this Agreement, including the performance of Closing Instructions, an example of which is provided in "Exhibit C - ODA Closing Instructions," which is attached hereto and incorporated herein by reference. Upon such notice, the Local Sponsor shall comply with such instructions and fulfill such requests to the satisfaction of ODA. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the Scope of Work described in this Agreement. The Local Sponsor shall retain responsibility for the management of the Scope of Work, including the exclusive right to control or direct the manner or means by which the work described herein is performed. ODA retains the right to ensure that the work of the Local Sponsor is in conformity with the terms and conditions of the Agreement. Local Sponsor is to accept direction only from ODA in the performance of work contained in this Agreement and set forth in "Exhibit A - Scope of Work." and "Exhibit C - ODA Closing Instructions," unless explicitly waived in writing by ODA.

2.7 Nothing in this Agreement obligates ODA to complete the acquisition of an agricultural easement. There may be problems or issues which in the sole opinion of ODA require modifications, additions, or deletions to "Exhibit B - Property/Funds" depending on the ability to obtain good and clear title and local input regarding the implementation of an agricultural easement. Additions to "Exhibit B - Property/Funds" must have the written pre-approval from ODA. The additions and deletions must be made by a formal written amendment to this Agreement and must contain the same deadlines for closing for the acquisition of the agricultural easements and the request for payment.

III. TIME OF PERFORMANCE

3.1 The services as stated in "Exhibit A - Scope of Work," shall be concluded by the Local Sponsor on or before June 30, 2019. Prior to the expiration of this Agreement, the parties may mutually agree to renew this Agreement as indicated in Section 3.l(b) below.

a. This Agreement shall remain in effect until the work described in "Exhibit A - Scope of Work," is completed to the satisfaction of ODA or until terminated as provided in Article VIII, Termination of Local Sponsor's Services, whichever is sooner. However, in no event will this Agreement continue beyond June 30, 2019, unless renewed as provided for herein.

b. As the current General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire no later than June 30, 2019. This contract may be renewed, at ODA's option, for a period of one (1) year upon the same terms contained herein.

c. It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if award of this Agreement would be contrary to the terms of ORC §3517.13, ORC § 127.16, or ORC § 102.

IV. ODA'S OBLIGATION TO FUND

4.1 Subject to the terms and conditions of this Agreement, upon execution of this Agreement, ODA shall obligate the sum of $446,657.00 (Four Hundred Forty-Six Thousand Six Hundred Fifty-Seven and 00/100 Dollars) for the acquisition by Local Sponsor of agricultural easements for the parcels approved by the Director of ODA and added by amendment to "Exhibit B -Property/Funds."

4.2 ODA's contribution for the acquisition of each agricultural easement to be acquired by the Local Sponsor shall be up to but not more than seventy-five percent (75%) of the points-based appraised value of the subject agricultural easement as provided in the Landowner Program Application.

4.3 If agricultural easements for all properties listed on "Exhibit B - Property/Funds" are not closed, or payment for the agricultural easement is not requested by the mutually agreed closing date as provided in "Exhibit A - Scope of Work," any remaining funds may be released from this obligation unless a written request to extend the closing or payment date is sent to ODA 30 days or less before such date, and approved in writing by ODA.

V. LOCAL SPONSOR CONTRIBUTION AND RESPONSIBILITIES

5.1 Local Sponsor must disburse one hundred percent (100%) of the payment, minus any cost or expense permitted by OAC § 901-2 et seq, representing the agricultural easement purchase price, to the landowner at the time of Closing, as that term is hereinafter defined. Local Sponsor shall pay all costs of the agricultural easement procurement and will operate and manage each agricultural easement in accordance with the Local Sponsor's program, this Agreement, and any relevant federal or state laws, regulations or codes.

5.2 Local Sponsor shall not use ODA funds to acquire an agricultural easement on a property in which an employee or board member of the Local Sponsor, with decision-making involvement in matters related to easement acquisition and management, or their immediate family or household member, has a property interest. Local Sponsor agrees to generally conduct itself in a manner so as to protect the integrity of agricultural easements which it holds and avoid the appearance of impropriety or actual conflicts of interests in its acquisition and management of agricultural easements.

5.3 Local Sponsor agrees that it will not at any time, when the Local Sponsor is named as a Grantee in the agricultural easement, seek to acquire the remaining fee interest in the Property or otherwise enter into a partnership or joint venture wherein a partner has a fee interest in the Property.

5.4 When an agricultural easement violation is reported to Local Sponsor by ODA or when observed by Local Sponsor, after appropriate administrative and appeal rights, Local Sponsor shall enforce the terms and conditions of the agricultural easement pursuant to all available enforcement procedures, including legal and equitable remedies. In the event that Local Sponsor should decide to utilize any legal or equitable remedies involving the filing of a lawsuit, such use shall be subject to the mutual consent of the parties prior to filing. The Local Sponsor agrees to completely and fully support the ODA, and work with ODA in the enforcement of this Agreement and any agricultural easement, as well as any agreement with a Landowner arising out of this Agreement. Failure to do so shall be a default by the Local Sponsor of this Agreement.

5.5 Local Sponsor agrees to include ODA in any public news releases, events, brochures, fact sheets, or any other information distributed to the media ("Media Release") related to the acquisition of an agricultural easement on the Property listed in "Exhibit B - Property/Funds" acquired with ODA funds under this Agreement. Local Sponsor agrees to provide any Media Release to ODA for review and comment at least three (3) business days prior to its publication.

5.6 Local Sponsor agrees to comply with ODA guidelines and requirements regarding the disclosure of any confidential and potentially sensitive information about governmental and landowner issues, and such information shall not be disclosed without the prior written consent of ODA.

5.7 If Local Sponsor enters into a Cooperative Agreement with the United States Department of Agriculture - Natural Resources Conservation Service ("USDA-NRCS") to receive matching funds under its Agricultural Conservation Easement Program - Agricultural Land Easement ("ACEP-ALE") program, Local Sponsor is responsible for completion of all requested documents and services outlined in Cooperative Agreement with NRCS.

5.8 Any ODA funds received by Local Sponsor under this Agreement may not be utilized for reimbursement by Local Sponsor under any federal or state program, including ACEP- ALE.

VI. PAYMENT AND CERTIFICATION OF FUNDS

6.1 The Local Sponsor shall notify ODA when the funds for the agricultural easement are to be paid. Funds shall be paid to Local Sponsor via an escrow agreement as provided in "Exhibit H - Escrow Agreement," or substantially similar to the same, and approved by ODA with the title company as arranged by Local Sponsor. Local Sponsor shall, upon receipt of the funds from ODA, deposit and endorse over the funds to the title agent pursuant to the escrow agreement. Such escrow agreement shall specifically provide that 1) ODA is a third party beneficiary of the escrow agreement; 2) funds shall be returned to ODA if not disbursed to Landowner within 90 calendar days of funds by title agent unless otherwise agreed in writing by ODA; and 3) any other requirements as specified by ODA. Local Sponsor shall provide ODA notice of the scheduled Closing not less than 90 calendar days prior to said Closing to ensure timely delivery of the funds. In the event that funds are requested and placed with the title company in escrow, and that said funds are not disbursed at Closing within 90 calendar days of such deposit, the use of said funds shall be de-obligated and returned to ODA by the title agent unless the title agent has received an amendment to the escrow agreement which consents to holding the funds longer than 90 days. In the event that any funds sent to the Local Sponsor are not endorsed or otherwise provided to the title agent pursuant to the requirements of this paragraph within 5 days of receipt, such check shall be returned to ODA unless written permission is provided by ODA to continue to hold the check. Any periods of time longer than 90 calendar days to hold the funds shall require prior written amendment of this Agreement by the parties.

6.2 It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all applicable statutory provisions of the ORC, including but not limited to ORC § 126.07, have been complied with, and until such time as all necessary funds are available, encumbered and forthcoming from the appropriate state agencies or responsible third party entities, and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio.

VII. AGRICULTURAL EASEMENT REQUIREMENTS

7.1 The Local Sponsor shall ensure that agricultural easements acquired under this Agreement meet the following requirements:

a. Run with the land in perpetuity.

b. Protect agricultural use and related conservation values by limiting nonagricultural uses of the land and specify prohibited uses along with permitted uses;

c. Provide for the administration, management, and enforcement of the agricultural easement by the Local Sponsor or its successors;

d. Include a provision that if this Easement is extinguished, terminated or condemned, in whole or in part, Grantor shall reimburse the State Grantee for the amount equal to the proportionate share of the fair market value of the Protected Property unencumbered by this Easement as required by ORC § 90l .22(A)(2)(b), and which is further specified in the terms of that certain Deed of Agricultural easement; and

e. All other provisions as requested by ODA.

7.2 The form of any deed of agricultural easement used under this Agreement shall be approved and provided by ODA. Any revisions or modifications thereto must be approved by ODA in writing prior to the Closing.

VIII. TERMINATION OF LOCAL SPONSOR'S SERVICES

8.1 ODA and Local Sponsor may mutually agree to terminate this Agreement at any time. ODA shall be entitled, by written or oral notice, to cancel this Agreement in its entirety or in part, for breach of any of the terms, and to have all other rights against Local Sponsor by reason of Local Sponsor's breach. A breach shall mean, but shall not be restricted to, any one or more of the following events:

a. Local Sponsor fails to perform the services by the date required or if no date is specified, in a timely manner;

b. Local Sponsor breaches any representation and warranty, or fails to perform or comply with any term of this Agreement;

c. Local Sponsor makes any general assignment for the benefits of creditors;

d. In ODA's sole opinion, Local Sponsor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder;

e. Local Sponsor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization or relief from debtors; or

f. Any receiver, trustee or similar official is appointed for Local Sponsor or any of Local Sponsor's property.

8.2 Upon notice of termination, Local Sponsor shall cease all work on the terminated activities under this Agreement, terminate all subcontracts relating to the terminated activities, take all necessary steps to limit disbursements and minimize costs, and if Requested by ODA, furnish a report, as of the date of receipt of notice of termination, describing the status of all work under this Agreement, including, without limitation, results, conclusions resulting therefrom, and any other matters ODA requires. If the Local Sponsor materially fails to comply with the terms of this Agreement, ODA reserves the right to wholly or partially recapture funds provided hereunder in accordance with applicable regulations.

8.3 ODA cannot make commitments in excess of funds authorized by law or made administratively available. If ODA cannot fulfill its obligations under this Agreement because of insufficient funds, this Agreement will automatically terminate with no further obligation by ODA. The Local Sponsor understands and agrees that no action arising out of or related to this Agreement may be brought by the Local Sponsor more than one (1) year after the cause of action accrued, regardless of the form of action.

8.4 In the event this Agreement is terminated prior to its completion, Local Sponsor shall deliver to ODA all work products and documents which have been prepared by Local Sponsor in the course of providing the Scope of Work under this Agreement. All such materials shall become and shall remain the property of ODA, to be used in such manner and for such purpose as ODA may choose.

8.5 Local Sponsor agrees to waive any right to, and shall make no claim for, additional compensation against ODA by reason of such termination.

IX. RELATIONSHIP OF PARTIES

9.1 ODA and Local Sponsor agree that Local Sponsor shall be engaged by ODA solely on an independent contractor basis, and Local Sponsor shall therefore be responsible for all of its own business expenses, including, but not limited to, computers, phone service and office space. Local Sponsor will also be responsible for all licenses, permits, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any. Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent. It is fully understood and agreed that the Local Sponsor is an independent contractor and is not an agent, servant or employee of ODA or the State of Ohio.

X. RELATED AGREEMENTS

10.1 The Scope of Work contemplated in this Agreement is to be performed by Local Sponsor, who may subcontract without ODA's approval for the purchase of articles, supplies, components, or special mechanical services which are required for its satisfactory completion. All work subcontracted shall be at Local Sponsor's expense.

XI. CONFLICTS OF INTEREST AND ETHICS COMPLIANCE

11.1 No personnel of Local Sponsor or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or

her functions and responsibilities with respect to the carrying out of said work. This includes the involvement of any personnel of Local Sponsor to place an easement on a property in which a person who is an immediate family member or household member of an employee or board member, with decision- making involvement in matters related to easement acquisition and management, has a property interest. Further, the Local Sponsor agrees to generally conduct itself in a manner so as to protect the integrity of Agricultural Easements which it holds as well as avoid the appearance of impropriety or actual conflicts of interests in its acquisition and management of agricultural easements, and shall implement a conflict of interest policy as approved by ODA.

11.2 Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to ODA in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless ODA shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

11.3 Local Sponsor represents, warrants, and certifies that it and its employees engaged in the administration or performance of this Agreement are knowledgeable of and understand the Ohio Ethics and Conflicts of Interest laws. Local Sponsor further represents, warrants, and certifies that neither Local Sponsor nor any of its employees will do any act that is inconsistent with such laws.

11.4 Charitable organizations shall continue to meet the requirements specified in OAC § 901- 2-04 and § 901-2-07.

XII. RIGHTS IN DATA AND COPYRIGHTS/PUBLIC USE

12.1 ODA shall have unrestricted authority to reproduce, distribute and use (in whole or in part) any reports, data or materials prepared by Local Sponsor pursuant to this Agreement. No such documents or other materials produced (in whole or in part) with funds provided to Local Sponsor by ODA shall be subject to copyright by Local Sponsor in the United States or any other country.

12.2 Local Sponsor agrees that all deliverables or original works created under this Agreement shall be made freely available to the general public to the extent permitted or required by law until and unless specified otherwise by ODA. Any requests for such materials received by Local Sponsor should be referred to ODA.

XIII. CONFIDENTIALITY

13.1 Subject to ORC § 121.22 and § 149.43, Local Sponsor shall not discuss or disclose any information or material obtained pursuant to its obligations under this Agreement without the prior written consent of ODA.

13.2 All provisions of this Agreement relating to "confidentiality" shall remain binding upon Local Sponsor in the event this Agreement is terminated.

XIV. CAMPAIGN CONTRIBUTIONS

14.1 Local Sponsor hereby certifies that neither Local Sponsor nor any of Local Sponsor's partners, officers, directors, shareholders nor the spouses of any such person have made contributions in excess of the limitations specified in ORC § 3517.13(1) and (J).

XV. LIABILITY

15.1 Each party to this Agreement shall be responsible for any breach of this Agreement, or negligent acts or omissions arising out of or in connection with this Agreement, or any other agreement entered into as a result of this Agreement, as determined by a court of competent jurisdiction, or as the parties may otherwise mutually agree. Nothing in this Agreement shall impute or transfer any such responsibility from one party to the other party.

15.2 Each party is responsible for paying its own costs and attorney's fees that arise from defending any claims brought under the terms of this Agreement.

15.3 In no event shall any party to this Agreement be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.

15.4 If Local Sponsor enters into a Cooperative Agreement with the United States Department of Agriculture - Natural Resources Conservation Service ("USDA-NRCS") to receive matching funds under its Agricultural Conservation Easement Program - Agricultural Land Easement ("ACEP-ALE") program, and to which ODA shall be obligated to act as party to or secondary beneficiary to that certain Cooperative Agreement and associated rights and responsibilities, Local Sponsor shall be responsible for any and all obligations which arise under or which are related to that Cooperative Agreement.

XVI. REPORTS AND NOTICES

16.1 All reports, notices, copies, requests, consents, approvals and other communication required or permitted to be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have

been properly given if hand delivered or sent by U.S. registered or certified mail, postage prepaid; or email with proof of delivery and read receipt:

a. with respect to ODA:

Ohio Department of Agriculture Office of Farmland Preservation
8995 East Main Street Reynoldsburg, Ohio 43068-3342
Attn: Jody Bowen, Program Administrator Telephone: 614/728-6210
Email: jody.bowen@agri.ohio.gov

b. with respect to Local Sponsor:

Delaware County Commissioners c/o
Delaware Soil and Water and Conservation District
557 Sunbury Road Suite A
Delaware, OH 43015-8656 Attn: Scott Stephens Telephone: 740/368-1921
Email: scott-stephens@delawareswcd.org

16.2 Any and all notices and other documents and communications required to be given pursuant to this Agreement shall be deemed duly given: (a) upon actual delivery, if delivery is by hand or courier service; (b) upon receipt by the transmitting party of confirmation or answer back if delivery is by facsimile or electronic means; or (c) upon the third day following delivery into the U.S. mail if delivery is by regular U.S. mail. Each such notice shall be sent to the respective party at the address indicated first above or at any other address as the respective party may designate by notice delivered pursuant hereto.

XVII. MISCELLANEOUS

17.1 Counterparts. This Agreement may be executed in any number of counterparts, each of which is to be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

17.2 Entire Agreement/Waiver. This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes all prior and contemporaneous letters, correspondences, discussions and agreements among the parties with respect to all matters contained herein. A waiver by any party of any breach or default by another party, or failure of either party to enforce any provision of this Agreement or any course of conduct or industry standard shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder. Any provision of this document found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Agreement.

17.3 Governing Law. This Agreement and the rights of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Ohio. The parties agree to venue in the Ohio courts located in Franklin County, Ohio, and both parties irrevocably waive any objections to convenience of forum. In the event that this Agreement should become subject to the jurisdiction of the Court of Claims, the parties agree that such jurisdiction shall be binding and take precedence over any other forum selection clauses of this Agreement.

17.4 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties. Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part without the prior written consent of ODA.

17.5 Record Keeping. During the performance of the services required by this Agreement and for a period of three years after its completion, Local Sponsor shall maintain auditable records of all charges pertaining to this Agreement and shall make such records available to ODA as ODA may reasonably require.

17.6 Nondiscrimination. Pursuant to ORC § 125.111, Local Sponsor agrees that Local Sponsor, any subcontractor, and any person acting on behalf of Local Sponsor or subcontractor, will not discriminate, by reason of race, color, religion, sex, age, disability as defined in ORC § 4112.01, national origin, sexual orientation, military status, or ancestry against any citizen of this state in the hiring of any person qualified and available to perform the work under this Agreement and shall post notices regarding this provision. Local Sponsor further agrees that Local Sponsor, any subcontractor, and any person acting on behalf of Local Sponsor or subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in ORC § 4112.01, national origin, sexual orientation, military status, or ancestry.

17.7 Compliance with Laws. Local Sponsor, in the execution of its duties and obligations under this Agreement, agrees to comply with all applicable federal, state, and local laws, rules, regulations and ordinances. Local Sponsor affirms that it has all of the approvals, licenses, or other qualifications needed to conduct business in Ohio and all are current. If at any time during the Agreement period Local Sponsor, for any reason, becomes disqualified from conducting business in the State of Ohio, Local Sponsor will immediately notify ODA in writing and will immediately cease performance of Agreement activities.

17.8 Drug Free Workplace. Local Sponsor agrees to comply with all applicable federal, state and local laws

regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that any of its employees or permitted subcontractors engaged in the work being performed hereunder do not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

17.9 Findings for Recovery. Local Sponsor warrants that it is not subject to an "unresolved" finding for recovery under ORC § 9.24. If this warranty is deemed to be false, this Agreement is void ab initio and the Local Sponsor must immediately repay to the ODA any funds paid under this Agreement.

17.10 Headings. The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

17.11 Severability. The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless, be binding and enforceable.

17.12 Debarment. Local Sponsor represents and warrants that it is not debarred from consideration for contract awards by the Director of Administrative Services, pursuant to either ORC § 153.02 or ORC § 125.25. If this representation and warranty is found to be false, this Agreement is void ab initio and Local Sponsor shall immediately repay to ODA any funds paid under this Agreement.

17.13 Executive Order 201 l-12K Compliance. The Local Sponsor, including its officers and employees, hereby affirms to have read and understands Executive Order 2011-12K and agrees to abide by those requirements in the performance of this Agreement. Local Sponsor shall perform no services required under this Agreement outside the United States and agrees to immediately notify the State of any Change or shift in the location(s) of services performed by the Local Sponsor or its subcontractors under this Agreement, and no services shall be changed or shifted to a location(s) that are outside the United States. By signing this Agreement, Local Sponsor certifies that it is in, and will remain in, compliance with Executive Order 2011-12K and will not assign or subcontract the work under this Agreement to an entity outside the United States. Local Sponsor's representative has completed and signed the Affirmation and Disclosure Form available at http://www.govemor.ohio.gov/Portals/O/pdf/executive0rders/E0%202011-12K.pdf and will return it to ODA along with this Agreement.

17.14 Execution. This Agreement is not binding upon ODA unless executed in full.

17.15 Antitrust Agreement. Local Sponsor agrees to assign to ODA all state and federal antitrust claims and causes of action that relate to all goods and services provided for in this Agreement.

17.16 Conflict. In the event of any conflict between the terms and provisions of the body of this Agreement and any exhibit hereto, the terms and provisions of the body of this Agreement shall control.

17.17 Delay. ODA shall be excused from failures or delays in delivery or performance hereunder if such failure or delay is attributable to causes beyond the reasonable control of ODA which makes such performance or delivery commercially impractical and such failure or delay could not have prevented through reasonable precautions. In the event of any such delay, the time of delivery or performance or time of payment shall be extended for a period of time equal to the time lost by reason of such delay.

17.18 Refrainment from Boycott. Pursuant to ORC 9.76, Local Sponsor agrees that it will refrain from boycotting any jurisdiction with whom the State can enjoy open trade, including Israel, during the contract period.

17.19 Court of Claims. Under ORC Chapter 2743 the State of Ohio has waived its immunity from liability and consented to be sued and have its liability determined in its Court of Claims in accordance with the same rules of law applicable to suits between private parties, except to the extent the determination of the State of Ohio's liability is subject to limitations set forth in ORC Chapter 2743.

A facsimile signature or other similar electronic reproduction of a signature shall have the force and effect of an original signature, and in the absence of an original signature, shall constitute the original signature.

IN WITNESS WHEREOF, the parties have executed this Agreement by and through their duly authorized agents as of the Effective Date.

(Copy of exhibits available in the Commissioners' Office and Soil and Water Conservation Office until no longer of Administrative value).

Vote on Motion Mrs. Lewis Aye Mr. Benton Aye Mr. Merrell Absent

8

RESOLUTION NO. 18-327

IN THE MATTER OF AUTHORIZING PARTICIPATION IN THE OHIO LOCAL AGRICULTURAL EASEMENT PURCHASE PROGRAM (LAEPP) FROM MICHELLE R. BRIGHT:

It was moved by Mr. Benton, seconded by Mrs. Lewis to adopt the following Resolution:

WHEREAS, on the 29th day of March, 2018 the Board of Commissioners of Delaware County (the "Board") received a request from Michelle R. Bright (the "Landowner(s)") for support of their application to the State of Ohio for purchase of an agricultural easement on their property located in Radnor Township on Watkins Road and State Route 203 Parcel ID #s 62030001002000 and 62048001011000 Collective acreage of approximately 152.667 acres.

WHEREAS, the Board has reviewed this request and determined that the nomination of the property for purchase of an agricultural easement is compatible with the county's goals to preserve and promote agriculture as an important part of the area's economy; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio:

Section 1. The Board hereby supports the participation of the Landowners in the LAEPP and acknowledges that participation in the LAEPP does not conflict with any existing or proposed land use plans of Delaware County.

Section 2. The Board hereby certifies that the Landowners have, as a part of their application, committed to donate at least twenty-five percent (25%) of the agricultural easement value as the required local match.

Section 3. The Board hereby agrees, in conjunction with the Delaware Soil and Water Conservation District, to monitor, supervise, and enforce the deed of agricultural easement on behalf of the Director of the Department of Agriculture.

Section 4. The Board hereby finds that all formal actions of the Board relating to the adoption of this Resolution were taken in an open meeting of the Board in compliance with all legal requirements of R.C. 121.22.

Section 5. The Board hereby directs the Clerk of the Board to certify copies of this Resolution to the Landowners and the Department of Agriculture, Office of Farmland Preservation.

Vote on Motion Mr. Benton Aye Mr. Merrell Absent Mrs. Lewis Aye

9

RESOLUTION NO. 18-328

IN THE MATTER OF AUTHORIZING PARTICIPATION IN THE OHIO LOCAL AGRICULTURAL EASEMENT PURCHASE PROGRAM (LAEPP) FROM CRAIG AND MALISSA N. DRAPER:

It was moved by Mr. Benton, seconded by Mrs. Lewis to adopt the following Resolution:

WHEREAS, on the 29th day of March, 2018 the Board of Commissioners of Delaware County (the "Board") received a request from Craig and Malissa N. Draper (the "Landowner(s)") for support of their application to the State of Ohio for purchase of an agricultural easement on their property located in Oxford Township at 4280 State Route 229 Ashley, Ohio Parcel ID #s 61820001011000, 61820001012000 and 61820001015000 Collective acreage of approximately 51.32 acres.

WHEREAS, the Board has reviewed this request and determined that the nomination of the property for purchase of an agricultural easement is compatible with the county's goals to preserve and promote agriculture as an important part of the area's economy; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio:

Section 1. The Board hereby supports the participation of the Landowners in the LAEPP and acknowledges that participation in the LAEPP does not conflict with any existing or proposed land use plans of Delaware County.

Section 2. The Board hereby certifies that the Landowners have, as a part of their application, committed to donate at least twenty-five percent (25%) of the agricultural easement value as the required local match.

Section 3. The Board hereby agrees, in conjunction with the Delaware Soil and Water Conservation District, to monitor, supervise, and enforce the deed of agricultural easement on behalf of the Director of the Department of Agriculture.

Section 4. The Board hereby finds that all formal actions of the Board relating to the adoption of this Resolution were taken in an open meeting of the Board in compliance with all legal requirements of R.C. 121.22.

Section 5. The Board hereby directs the Clerk of the Board to certify copies of this Resolution to the Landowners and the Department of Agriculture, Office of Farmland Preservation.

Vote on Motion Mr. Merrell Absent Mrs. Lewis Aye Mr. Benton Aye

10

RESOLUTION NO. 18-329

IN THE MATTER OF AUTHORIZING PARTICIPATION IN THE OHIO LOCAL AGRICULTURAL EASEMENT PURCHASE PROGRAM (LAEPP) FROM GARY L. AND YVONNE G. NEWHOUSE:

It was moved by Mr. Benton, seconded by Mrs. Lewis to adopt the following Resolution:

WHEREAS, on the 29th day of March, 2018 the Board of Commissioners of Delaware County (the "Board") received a request from Gary L. and Yvonne G. Newhouse Trustees (the "Landowner(s)") for support of their application to the State of Ohio for purchase of an agricultural easement on their property located in Scioto Township on Smart Road and Ostrander Road, Ostrander Ohio Parcel ID #s 20040004025000 and 2004003009000. Collective acreage of approximately 41.524 acres .

WHEREAS, the Board has reviewed this request and determined that the nomination of the property for purchase of an agricultural easement is compatible with the county's goals to preserve and promote agriculture as an important part of the area's economy; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio:

Section 1. The Board hereby supports the participation of the Landowners in the LAEPP and acknowledges that participation in the LAEPP does not conflict with any existing or proposed land use plans of Delaware County.

Section 2. The Board hereby certifies that the Landowners have, as a part of their application, committed to donate at least twenty-five percent (25%) of the agricultural easement value as the required local match.

Section 3. The Board hereby agrees, in conjunction with the Delaware Soil and Water Conservation District, to monitor, supervise, and enforce the deed of agricultural easement on behalf of the Director of the Department of Agriculture.

Section 4. The Board hereby finds that all formal actions of the Board relating to the adoption of this Resolution were taken in an open meeting of the Board in compliance with all legal requirements of R.C. 121.22.

Section 5. The Board hereby directs the Clerk of the Board to certify copies of this Resolution to the Landowners and the Department of Agriculture, Office of Farmland Preservation.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Absent Mr. Benton Aye

11

RESOLUTION NO. 18-330

IN THE MATTER OF AUTHORIZING PARTICIPATION IN THE OHIO LOCAL AGRICULTURAL EASEMENT PURCHASE PROGRAM (LAEPP) FROM ROBERT J. SHERMAN TRUSTEE:

It was moved by Mr. Benton, seconded by Mrs. Lewis to adopt the following Resolution:

WHEREAS, on the 29th day of March, 2018 the Board of Commissioners of Delaware County (the "Board") received a request from Robert J. Sherman Trustee (the "Landowner(s)") for support of their application to the State of Ohio for purchase of an agricultural easement on their property located in Porter Township on Porter Central Road, Centerburg Ohio Parcel ID's #51610001021000 and 51610001186000. Collective acreage of approximately 39.71 acres.

WHEREAS, the Board has reviewed this request and determined that the nomination of the property for purchase of an agricultural easement is compatible with the county's goals to preserve and promote agriculture as an important part of the area's economy; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio:

Section 1. The Board hereby supports the participation of the Landowners in the LAEPP and acknowledges that participation in the LAEPP does not conflict with any existing or proposed land use plans of Delaware County.

Section 2. The Board hereby certifies that the Landowners have, as a part of their application, committed to donate at least twenty-five percent (25%) of the agricultural easement value as the required local match.

Section 3. The Board hereby agrees, in conjunction with the Delaware Soil and Water Conservation District, to monitor, supervise, and enforce the deed of agricultural easement on behalf of the Director of the Department of Agriculture.

Section 4. The Board hereby finds that all formal actions of the Board relating to the adoption of this Resolution were taken in an open meeting of the Board in compliance with all legal requirements of R.C. 121.22.

Section 5. The Board hereby directs the Clerk of the Board to certify copies of this Resolution to the Landowners

and the Department of Agriculture, Office of Farmland Preservation.

Vote on Motion Mr. Benton Aye Mr. Merrell Absent Mrs. Lewis Aye

12
RESOLUTION NO. 18-331

IN THE MATTER OF AUTHORIZING PARTICIPATION IN THE OHIO LOCAL AGRICULTURAL EASEMENT PURCHASE PROGRAM (LAEPP) FROM DENNIS S. WATKINS:

It was moved by Mr. Benton, seconded by Mrs. Lewis to adopt the following Resolution:

WHEREAS, on the 29th day of March, 2018 the Board of Commissioners of Delaware County (the "Board") received a request from Dennis S. Watkins (the "Landowner(s)") for support of their application to the State of Ohio for purchase of an agricultural easement on their property located in Radnor Township at 3378 Price Road Radnor, Ohio Parcel ID's #62016001042000 and 62016001043000. Collective acreage of approximately 84.00 acres.

WHEREAS, the Board has reviewed this request and determined that the nomination of the property for purchase of an agricultural easement is compatible with the county's goals to preserve and promote agriculture as an important part of the area's economy; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio:

Section 1. The Board hereby supports the participation of the Landowners in the LAEPP and acknowledges that participation in the LAEPP does not conflict with any existing or proposed land use plans of Delaware County.

Section 2. The Board hereby certifies that the Landowners have, as a part of their application, committed to donate at least twenty-five percent (25%) of the agricultural easement value as the required local match.

Section 3. The Board hereby agrees, in conjunction with the Delaware Soil and Water Conservation District, to monitor, supervise, and enforce the deed of agricultural easement on behalf of the Director of the Department of Agriculture.

Section 4. The Board hereby finds that all formal actions of the Board relating to the adoption of this Resolution were taken in an open meeting of the Board in compliance with all legal requirements of R.C. 121.22.

Section 5. The Board hereby directs the Clerk of the Board to certify copies of this Resolution to the Landowners and the Department of Agriculture, Office of Farmland Preservation.

Vote on Motion Mr. Merrell Absent Mr. Benton Aye Mrs. Lewis Aye

13
RESOLUTION NO. 18-332

IN THE MATTER OF AUTHORIZING PARTICIPATION IN THE OHIO LOCAL AGRICULTURAL EASEMENT PURCHASE PROGRAM (LAEPP) FROM BEVERLEE JOBRACK AND LYNDA Z. PEARCE:

It was moved by Mr. Benton, seconded by Mrs. Lewis to adopt the following Resolution:

WHEREAS, on the 29th day of March, 2018 the Board of Commissioners of Delaware County (the "Board") received a request from Beverlee (the "Landowner(s)") for support of their application to the State of Ohio for purchase of an agricultural easement on their property located in Porter Township on Porter Central Road Centerburg, Ohio Parcel ID's #51640001079000. Collective acreage of approximately 92.94 acres.

WHEREAS, the Board has reviewed this request and determined that the nomination of the property for purchase of an agricultural easement is compatible with the county's goals to preserve and promote agriculture as an important part of the area's economy; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio:

Section 1. The Board hereby supports the participation of the Landowners in the LAEPP and acknowledges that participation in the LAEPP does not conflict with any existing or proposed land use plans of Delaware County.

Section 2. The Board hereby certifies that the Landowners have, as a part of their application, committed to donate at least twenty-five percent (25%) of the agricultural easement value as the required local match.

Section 3. The Board hereby agrees, in conjunction with the Delaware Soil and Water Conservation District, to monitor, supervise, and enforce the deed of agricultural easement on behalf of the Director of the Department of Agriculture.

Section 4. The Board hereby finds that all formal actions of the Board relating to the adoption of this Resolution were taken in an open meeting of the Board in compliance with all legal requirements of R.C. 121.22.

Section 5. The Board hereby directs the Clerk of the Board to certify copies of this Resolution to the Landowners and the Department of Agriculture, Office of Farmland Preservation.

Vote on Motion Mrs. Lewis Aye Mr. Benton Aye Mr. Merrell Absent

14
RESOLUTION NO. 18-333

IN THE MATTER OF AUTHORIZING PARTICIPATION IN THE OHIO LOCAL AGRICULTURAL EASEMENT PURCHASE PROGRAM (LAEPP) FROM GARY L. AND YVONNE G. NEWHOUSE AND SHARON N. WADE:

It was moved by Mr. Benton, seconded by Mrs. Lewis to adopt the following Resolution:

WHEREAS, on the 29th day of March, 2018 the Board of Commissioners of Delaware County (the "Board") received a request from Gary L. and Yvonne G. Newhouse and Sharon N. Wade (the "Landowner(s)") for support of their application to the State of Ohio for purchase of an agricultural easement on their property located in Scioto Township at 1335 Ostrander Road Ostrander, Ohio Parcel ID # 20040004019000. Collective acreage of approximately 20.22 acres.

WHEREAS, the Board has reviewed this request and determined that the nomination of the property for purchase of an agricultural easement is compatible with the county's goals to preserve and promote agriculture as an important part of the area's economy; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio:

Section 1. The Board hereby supports the participation of the Landowners in the LAEPP and acknowledges that participation in the LAEPP does not conflict with any existing or proposed land use plans of Delaware County.

Section 2. The Board hereby certifies that the Landowners have, as a part of their application, committed to donate at least twenty-five percent (25%) of the agricultural easement value as the required local match.

Section 3. The Board hereby agrees, in conjunction with the Delaware Soil and Water Conservation District, to monitor, supervise, and enforce the deed of agricultural easement on behalf of the Director of the Department of Agriculture.

Section 4. The Board hereby finds that all formal actions of the Board relating to the adoption of this Resolution were taken in an open meeting of the Board in compliance with all legal requirements of R.C. 121.22.

Section 5. The Board hereby directs the Clerk of the Board to certify copies of this Resolution to the Landowners and the Department of Agriculture, Office of Farmland Preservation.

Vote on Motion Mr. Benton Aye Mr. Merrell Absent Mrs. Lewis Aye

15
RESOLUTION NO. 18-334

IN THE MATTER OF AUTHORIZING PARTICIPATION IN THE OHIO LOCAL AGRICULTURAL EASEMENT PURCHASE PROGRAM (LAEPP) FROM TERESA J. WATKINS:

It was moved by Mr. Benton, seconded by Mrs. Lewis to adopt the following Resolution:

WHEREAS, on the 29th day of March, 2018 the Board of Commissioners of Delaware County (the "Board") received a request from Teresa J. Watkins (the "Landowner(s)") for support of their application to the State of Ohio for purchase of an agricultural easement on their property located in Radnor Township on Thomas Road Radnor, Ohio Parcel ID's #62048001003000 and 62048001005000. Collective acreage of approximately 117.30 acres.

WHEREAS, the Board has reviewed this request and determined that the nomination of the property for purchase of an agricultural easement is compatible with the county's goals to preserve and promote agriculture as an important part of the area's economy; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio:

Section 1. The Board hereby supports the participation of the Landowners in the LAEPP and acknowledges that participation in the LAEPP does not conflict with any existing or proposed land use plans of Delaware County.

Section 2. The Board hereby certifies that the Landowners have, as a part of their application, committed to donate at least twenty-five percent (25%) of the agricultural easement value as the required local match.

Section 3. The Board hereby agrees, in conjunction with the Delaware Soil and Water Conservation District, to monitor, supervise, and enforce the deed of agricultural easement on behalf of the Director of the Department of Agriculture.

Section 4. The Board hereby finds that all formal actions of the Board relating to the adoption of this Resolution were taken in an open meeting of the Board in compliance with all legal requirements of R.C. 121.22.

Section 5. The Board hereby directs the Clerk of the Board to certify copies of this Resolution to the Landowners and the Department of Agriculture, Office of Farmland Preservation.

Vote on Motion Mr. Merrell Absent Mrs. Lewis Aye Mr. Benton Aye

16
RESOLUTION NO. 18-335

IN THE MATTER OF APPROVING THE AMERIFLEX ADMINISTRATIVE SERVICES AGREEMENT FOR THE DELAWARE COUNTY FLEXIBLE SPENDING ACCOUNT PLAN:

It was moved by Mr. Benton, seconded by Mrs. Lewis to approve the following:

The Deputy County Administrator/Director of Administrative Services recommends approving The Ameriflex Administrative Services Agreement for the Delaware County Flexible Spending Account Plan;

Therefore Be it Resolved, the Board of Delaware County Commissioners approve The Ameriflex Administrative Services Agreement for the Delaware County Flexible Spending Account Plan:

AMERIFLEX
ADMINISTRATIVE SERVICES AGREEMENT V 3.1.15

RECITALS:

A. AmeriFlex offers a variety of administrative services to employers, including such services related to:

1. Group health plan continuation coverage services as governed by the provisions of § 4980B of the Internal Revenue Code ("Code") and Part 6, Subtitle B, Title I of ERISA (collectively referred to herein as "COBRA").

2. Health flexible spending arrangements ("Health FSAs") under Internal Revenue Code ("Code") § 105 to be offered under a Code § 125 cafeteria plan.

3. Dependent care flexible spending accounts (*aka* dependent care assistance programs ("DCFSAs") under Code § 129) to be offered under a Code § 125 cafeteria plan.

4. Health reimbursement arrangements ("HRAs") under Code § 105.

5. Health savings account-oriented "plans" ("HSAs") under Code § 223.

6. Transportation fringe benefit plans (*aka* "commuter reimbursement plans") ("CRAs")) under Code § 132.

7. Certain billing services related to collection of insurance premiums and the like but unrelated to COBRA.

B. County of Delaware ("Employer") desires to engage AmeriFlex in the provision of such services, specifically services related to [check all that apply]:

____ COBRA

_X___Health FSA

_X___DCFSA

____ CRA

____ HRA

____ HSA

____ Billing Services

All services selected above shall be deemed the "Selected Services" for purposes of Article 1.4. Any services not selected above shall not be deemed the "Selected Services" for purposes of Article 1.4. **Furthermore, any provisions in this Agreement specific to COBRA services (e.g., the provisions in Article IIA, Article IIIA, Article V, Article VIA, et. al.) shall be disregarded for purposes of this agreement unless directly related to the "Selected Services."**

C. In consideration of the mutual promises set forth in this Agreement, Employer and AmeriFlex agree as follows:

ARTICLE I: INTRODUCTION

1.1 Agreement Effective Date and Term

With regard to all of the Selected Services except COBRA, this Agreement is effective _ 1/1/2018 ____ ("Effective Date"). The initial term of the Agreement will be:

(a) _X____ The initial 12-month period commencing on the Effective Date (the "Initial Term"); or,

(b) _____ For "take-over" plans or "short plan year" plans, from the Effective Date through ___/___/20__;

thereafter, this Agreement will renew automatically for successive periods of twelve (12) months ("Renewal Terms") unless this Agreement is terminated in accordance with the provisions of Section 8.4.

With regard to COBRA, this Agreement is effective _____ ("Effective Date"). The initial term of the Agreement will be:

(c) _____ The initial 12-month period commencing on the Effective Date (the "Initial Term"); or,

(d) _____ If for a period of less than 12 months, from the Effective Date through ___/___/20__;

thereafter, this Agreement will renew automatically for successive periods of twelve (12) months ("Renewal Terms") unless this Agreement is terminated in accordance with the provisions of Section 8.4.

1.2 Scope of Services

Employer has sole and final authority to control and manage the operation of the Plans, including any and all discretionary authority over the Plans. AmeriFlex is and shall remain an independent contractor with respect to the services being performed hereunder and shall not for any purpose be deemed an employee of Employer, nor shall AmeriFlex be deemed a partner with Employer, engaged in a joint venture with Employer or governed by any legal relationship with Employer other than that of an independent contractor. AmeriFlex does not assume any responsibility for the general policy design of the Plans, the adequacy of their funding, or any act or omission or breach of duty by Employer. Nor is AmeriFlex in any way to be deemed an insurer, underwriter, or guarantor with respect to any benefits payable under the Plans. AmeriFlex generally provides reimbursement services only and does not assume any financial risk or obligation with respect to claims for benefits payable by Employer under the Plans. Nothing herein shall be deemed to constitute AmeriFlex as a party to the Plans or to confer upon AmeriFlex any authority or control respecting

management of the Plans, authority or responsibility in connection with administration of the Plans, responsibility for the terms or validity of the Plans, or any fiduciary duty or other obligation toward any participants in the Plans other than that which may be imposed by the judicial, administrative or other application of ERISA by a governmental authority. Nothing in this Agreement shall be deemed to impose upon AmeriFlex any obligation to any employee of Employer or any person who is participating in the program ("Participant" or "Qualified Beneficiary," as applicable).

1.3 Definitions

"**Agreement**" means this AmeriFlex Administrative Services Agreement, including all Appendices hereto.

"**COBRA**" means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, as well as coverage offered and/or provided to a Qualified Beneficiary.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Continuation Coverage**" means coverage following a Qualifying Event provided to a Qualifying Beneficiary under COBRA.

"**CRA**" has the meaning given in the Recitals.

"**DCFSA**" has the meaning given in the Recitals.

"**Eligibility Reports**" have the meaning described in Section 2.8.

"**Employer**" has the meaning given in the Recitals.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended.

"**Effective Date**" has the meaning given in Section 1.1.

"**Health FSA**" has the meaning given in the Recitals.

"**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, as amended.

"**HSA**" has the meaning given in the Recitals.

"**Litigation**" means any litigation or other proceeding including but not limited to any judicial or administrative proceeding involving a dispute arising under this Agreement, or an audit or proceeding by the Internal Revenue Service or the United States Department of Labor involving directly or indirectly the duties or responsibilities of Employer or AmeriFlex.

"**Named Fiduciary**" means the named fiduciary as defined in ERISA § 402(a)(1).

"**Participant**" has the meaning given in Section 1.2.

"**Plan Administrator**" means the administrator as defined in ERISA § 3(16)(A).

"**Plan**" **or** "**Plans**" means any or all of the employee benefit plans defined in the Recitals, except for COBRA.

"**Qualified Beneficiary** "**or** "**QB**" has the meaning given to such term under COBRA.

"**Qualifying Event**" **or** "**QE**" has the meaning to such term under COBRA.

1.4 Agreement Provisions Applicable to Selected Services Only

Any provision of this Agreement which is either specifically applicable, whether by virtue of its placement under certain Article headings or subheadings or for any other contextual reason, to any service that is not a Selected Service or could not be otherwise reasonably interpreted as applicable to a service that is a Selected Service shall be inoperative. No such inoperative provision shall render the remaining provisions of the Agreement inoperative by themselves or taken together as a whole.

ARTICLE IIA: EMPLOYER RESPONSIBILITIES REGARDING COBRA ADMINISTRATION

2.1 General Duties Owed to AmeriFlex

During the term of this Agreement, Employer will carry out all necessary duties to AmeriFlex and furnish AmeriFlex with all information necessary to provide COBRA administrative services, including, but not limited to:

A. Providing AmeriFlex, on a timely basis and in an accurate form, with all information necessary for AmeriFlex to adequately fulfill its obligations under Article III. AmeriFlex shall have no affirmative duty to pursue this information and shall not be responsible for the consequences of Employer's failure to provide it. A non-exhaustive list of such information is provided for Employer in Exhibit C to this Agreement. The Employer's use of a third party to provide such information to AmeriFlex does not absolve the employer of its obligations under this section.

B. Upon notification by AmeriFlex to the Employer or the carrier, adding qualified beneficiaries who have elected COBRA continuation coverage to the Employer health plan, including, if necessary, on a retroactive basis. Such notification shall include the provision of and/or access to online enrollment reports reflecting this and other related information.

C. Making ultimate decisions with regard to pursuing Qualified Beneficiaries whose addresses are discovered to be mistaken, outdated or otherwise incorrect.

D. Ensuring that information provided to AmeriFlex, plan documents and arrangements with carriers are consistent.

E. Acknowledging that AmeriFlex makes no guarantee of sufficient funds on checks or other forms of payment made payable to AmeriFlex from qualified beneficiaries electing COBRA, and holding AmeriFlex harmless for any payment deemed insufficient for such reasons.

F. Acknowledging and understanding that any applicable laws, rules and regulations are subject to modification and amendment, which may require AmeriFlex to adjust certain policies and procedures in order to discharge its duties.

G. Maintaining its status as plan administrator for purposes of the Employee Retirement Income Security Act ("ERISA") of any and all Plans for which AmeriFlex is acting as third-party administrator for purposes of COBRA compliance.

H. Notifying AmeriFlex, in writing, of all entity changes, reorganizations, bankruptcies and any other transitions and their effect on benefit plans. AmeriFlex shall take written direction from Employer regarding entity changes and shall have no duty to pursue information.

All information required under this Section 2.1 will be provided in such format and at such intervals as is reasonably required by, and acceptable to, Employer and AmeriFlex.

2.2 Premiums

Employer will determine the cost to the Plan for Continuation Coverage and establish the premium to be charged to Qualified Beneficiaries. Notwithstanding the foregoing, AmeriFlex shall, at Employer's request, provide guidance with regard to the premium to be charged for any health FSA or HRA it administers for Employer, although the final determination of such premium shall remain the responsibility of the Employer.

2.3 Provision of Names of Those Authorized to Act

Employer will provide AmeriFlex with the names of individuals authorized to act for Employer in connection with this Agreement. In the case of a broker, agent or other third party who is not an owner or employee of Employer, AmeriFlex may first require the execution of a Designation of Outside Plan Representative form, attached as Exhibit B, granting the authority to act for Employer in connection with this Agreement.

2.4 Settlement with Insurers

Employer shall be responsible for the settlement of billing and invoicing issues with insurance carriers arising from COBRA's time allowance for Qualified Beneficiaries to remit premium payments, including but not limited to, issues arising from the provision of Continuation Coverage to Qualified Beneficiaries who fail to remit premiums for such Continuation Coverage in a timely manner. Any efforts to settle such issues via the collection of payments from Qualified Beneficiaries, if any such efforts are necessary for same, will be the sole responsibility of Employer.

Employer shall be fully responsible for the settlement of billing and invoicing issues with insurance carriers arising from Employer's failure to reconcile the notification provided pursuant to Article 2.1.B. with insurer's bills and/or invoices in a timely fashion.

2.5 ***RESERVED***

ARTICLE IIB: EMPLOYER RESPONSIBILITIES REGARDING PLAN ADMINISTRATION (FSA/DCFSA/HRA/HSA/CRA)

2.6 Sole Responsibilities

A. Employer has the sole authority and responsibility for the Plans and its operation, including the authority and responsibility for administering, construing and interpreting the provisions of the Plans and making all determinations thereunder. Employer gives AmeriFlex the authority to act on behalf of Employer in connection with the Plans, but only as expressly stated in this Agreement or as otherwise mutually agreed in writing by Employer and AmeriFlex. All final determinations as to a Participant's entitlement to Plans benefits, including access to the use of electronic payment cards for the enjoyment of said benefits, are to be made by Employer as well as any determination upon appeal of a denied claim for Plans benefits. Employer is considered the Plan Administrator and Named Fiduciary of the Plans benefits for purposes of ERISA.

B. Without limiting Employer's responsibilities described herein, it shall be Employer's sole responsibility (as Plan Administrator) and duty to: ensure compliance with COBRA (except where Employer has otherwise engaged AmeriFlex to provide COBRA services); amend the Plans as may be necessary to ensure ongoing compliance with applicable law, including but not limited to the 2010 Health Care Act as Amended by the 2010 Health Care Reconciliation Act; prepare and file any required tax or governmental returns (including Form 5500 returns) relating to the Plans; determine if and when a valid election change has occurred; execute and retain required Plan and claims documentation; and take all other steps necessary to maintain and operate the Plans in compliance with applicable provisions of the Plans, ERISA, HIPAA, the Internal Revenue Code and other applicable federal and state laws.

2.7 Service Charges; Funding

Employer shall pay AmeriFlex the service charges set forth in the Appendices hereto. Employer shall be ultimately responsible for the funding of the payment of Plans benefits as described in Article VII, including the provision of a prefund amount to AmeriFlex, which shall be subject to a transition fee in the event of renewals. Payments pursuant to this Article shall be made via ACH. Employer shall execute the ACH authorization form in the New Client Application or Renewal Application, as applicable.

2.8 Information to AmeriFlex

A. Employer shall furnish the information requested by AmeriFlex as determined necessary to perform AmeriFlex's functions hereunder, including information concerning the Plans and the eligibility of individuals to participate in and receive benefits from the Plans. Such information shall be provided to AmeriFlex in the time and in the manner agreed to by Employer and AmeriFlex. AmeriFlex shall have no responsibility with regard to benefits paid in error due to Employer's failure to timely update such information. From time to time thereafter, AmeriFlex shall provide Employer with updated reports summarizing the eligibility data provided by Employer ("Eligibility Reports") by electronic medium unless otherwise agreed to in writing by the parties. The Employer's use of a third party to provide such information to AmeriFlex does not absolve the employer of its obligations under this section.

The Eligibility Reports shall specify the effective date for each Participant who is added to or terminated from participation in the Plans. Employer shall be responsible for ensuring the accuracy of its Eligibility Reports, and bears the burden of proof in any dispute with AmeriFlex relating to the accuracy of any Eligibility Report. AmeriFlex shall have no liability to Employer or any Participant as a consequence of an inaccurate Eligibility Report, and AmeriFlex shall not have any obligation to credit Employer for any claims expenses or administrative fees incurred or paid to AmeriFlex as a consequence of Employer failing to review Eligibility Reports for accuracy. AmeriFlex shall assume that all such information is complete and accurate and is under no duty to question the completeness or accuracy of same.

Employer shall cooperate with AmeriFlex with regard to the collection and reporting of any information regarding a Plan or Plans or any Participant or Participants which is deemed necessary as part of the fulfillment of any reporting obligation imposed upon AmeriFlex by any governmental agency. If Employer fails to cooperate as aforementioned, AmeriFlex reserves the right to report such failure to the governmental agency requesting the information.

B. The parties agree that the Employer is fully responsible for the accuracy and completeness of its electronic data submissions to AmeriFlex and that the consequences of any error or errors in electronic data transmission made by Employer or its agent shall

not be the responsibility of AmeriFlex but rather that of the Employer.

Furthermore, the parties agree that any such errors or errors requiring manual correction by AmeriFlex shall result in the imposition of a Data Correction Fee to be paid by Employer determined by the amount of time undertaken by AmeriFlex to correct the error or errors, to wit: $150.00 for the first hour (not prorated) and $30.00 for every quarter-hour thereafter (also not prorated). The parties further agree that any such manual correction shall not be undertaken until notice has been given to Employer that such correction is necessary and the Employer has authorized same.

This Data Correction Fee shall be assessed on a transmission-by-transmission basis. That is, errors that occur in subsequent transmissions shall be considered new errors even if they are the same or similar to errors in previous transmissions.

Any such manual correction by AmeriFlex shall not absolve the Employer of responsibility for any consequences resulting from the errors or errors existing prior to the manual correction. Furthermore, the refusal of Employer to authorize such manual correction shall not absolve Employer of any such responsibility.

2.9 Plan Documents and Plan Design

Except in the case of COBRA services, AmeriFlex shall provide a single plan document and a single summary plan description to Employer for each Plan. Such documents shall be the sole property of the Employer. It is the Employer's responsibility to ensure that the information contained in these documents reflects the desires of the Employer. If the plan sponsor finds any errors with regard to intended plan design in these documents, AmeriFlex will make necessary corrections as warranted provided timely notice of such errors is given to AmeriFlex. AmeriFlex, however, reserves the right to decline to make alterations to these documents bearing no direct relation to plan design (e.g., formatting, grammar, stylistic concerns, and the like). It is the sole responsibility of the Employer to ensure that the plan document is properly executed by a representative of the plan sponsor and that summary plan descriptions are distributed to participants in a proper fashion. Employer will notify AmeriFlex of any changes to its Plans at least thirty (30) days before the effective date of such changes. If such changes require amendments to the plan document and are to be made effective before the first day of the subsequent plan year, AmeriFlex shall levy a fee of $150 to amend the plan document for the Employer. The Employer may, in its discretion, amend its plan documents on its own; however, AmeriFlex is not responsible for compliance with any plan document changes of which it is not made aware.

2.10 Liability for Claims

Employer is ultimately responsible for payment of claims made pursuant to, and the benefits to be provided by, the Plans. AmeriFlex does not insure or underwrite the liability of Employer under the Plans. Except for expenses specifically assumed by AmeriFlex in this Agreement, Employer is responsible for all expenses incident to the Plans.

2.11 – 2.12 ***Reserved***

ARTICLE IIIA: AMERIFLEX RESPONSIBILITIES – COBRA ADMINISTRATION

3.1 AmeriFlex COBRA Administration Services

The obligations of AmeriFlex shall encompass the following:

A. Providing COBRA General Rights letters for all new hires enrolled in the Plan with proof or confirmation of mailing within ten (10) business days of receiving complete and appropriate data from Employer.

B. Providing COBRA Specific Rights/Qualifying Events letters, and enrollment forms for all Qualifying Events and to all Qualified Beneficiaries with proof or confirmation of mailing within ten (10) business days of receiving complete and appropriate data from Employer.

C. Providing notices of expiration or termination of COBRA continuation coverage and notices of conversion rights (if applicable) within ten (10) business days of learning of an applicable terminating event.

D. Receiving and processing duly executed COBRA election forms received from Qualified Beneficiaries.

E. Tracking, monitoring and recording initial election periods for Qualified Beneficiaries.

F. Notifying Employer or Employer-designated enrollment contacts when a Qualified Beneficiary elects COBRA benefits upon receipt of completed enrollment form and first complete premium payment. Such notification can include the provision of and/or access to online reporting to the Employer.

G. When requested by Employer, preparing coupon booklets for Qualified Beneficiaries who elect COBRA coverage.

H. Tracking and monitoring the 45-day retroactive payment period for Qualified Beneficiaries in their election period.

I. Tracking and monitoring monthly premium payments and 30-day grace periods for Qualified Beneficiaries.

J. Collecting monthly premiums and remitting same to Employer on a monthly basis.

K. Determining the duration of Continuation Coverage.

L. Notifying the Employer-designated enrollment contacts promptly of any coverage termination of a Qualified Beneficiary who has previously elected COBRA continuation coverage. Such notification can include the provision of and/or access to online reporting to the Employer-designated contact.

M. Providing reporting functionality to Employer regarding Qualified Beneficiary status levels, payments and remittances.

N. Providing ARRA notifications and/or election periods to all Employer-identified eligible AEIs and ineligible QBs, and tracking applicable AEI subsidies.

O. Upon timely request by Employer and subject to the pricing terms in Exhibit D, sending open enrollment information to COBRA participants and processing same.

3.2 ***Reserved***

3.3 Maintenance of Roster of Qualified Beneficiaries

AmeriFlex will establish, maintain, and update a roster containing the names of all Qualified Beneficiaries who elect Continuation Coverage under the Plan and provide such roster to Employer on monthly basis.

3.4 Remission of Premium Payment

AmeriFlex will maintain and render accounting of the premiums received from Qualified Beneficiaries for Continuation Coverage, and remit the amounts collected, minus the statutory 2% administration fee, to Employer at such times and in such manner as may be agreed upon by AmeriFlex and Employer, but not more frequently than monthly.

ARTICLE IIIB: AMERIFLEX RESPONSIBILITIES –Plan Administration (FSA/DCFSA/HRA/HSA/CRA)

3.6 Sole Responsibilities

The sole responsibilities of AmeriFlex shall be as described in this Agreement (including the obligations listed in any Exhibit to this Agreement).

3.7 Service Delivery

AmeriFlex shall provide customer service personnel by telephone during normal business hours as determined by AmeriFlex, and shall provide electronic administrative services. AmeriFlex shall not be deemed in default of this Agreement, nor held responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to causes beyond its reasonable control, including, but not limited to, natural disaster, act of God, labor controversy, civil disturbance, disruption of the public markets, act of terrorism, war or armed conflict, or the inability to obtain sufficient materials or services required in the conduct of its business, including Internet access, or any change in or the adoption of any law, judgment or decree.

3.8 Benefits Payment

AmeriFlex shall, on behalf of Employer, operate under the express terms of this Agreement and the Plans. AmeriFlex shall initially determine if persons covered by the Plans (as described in the Eligibility Reports) are entitled to benefits under the Plans and shall pay benefits from the Plans in its usual and customary manner to Participants. AmeriFlex shall have no duty or obligation with respect to claims incurred prior to the Effective Date ("Prior Reimbursement Requests"), if any, and/or administration of the Plans (or other) services arising prior to the Effective Date ("Prior Administration"), if any, regardless of whether such services were/are to be performed prior to or after the Effective Date.

Employer agrees that:

(a) AmeriFlex has no responsibility or obligation with respect to Prior Reimbursement Requests and/or Prior Administration; and

(b) Employer will be responsible for processing Prior Reimbursement Requests (including any run-out claims submitted after the Effective Date) and maintaining legally required records of all Prior Reimbursement Requests and Prior Administration sufficient to comply with applicable legal (e.g., IRS substantiation) requirements.

3.9 ***Reserved***

3.10 Reporting

AmeriFlex shall from time to time make available to Employer via electronic medium (unless otherwise agreed by the parties) a master report showing the payment history and status of Participant claims and the amounts and transactions of Participant accounts. AmeriFlex shall also make available to Participants electronic access to reports showing their individual payment history and the amounts and transactions in their individual accounts.

3.11- 3.12 ***Reserved***

3.13 Recordkeeping

AmeriFlex shall maintain, for the duration of this Agreement, the usual and customary books, records and documents, including electronic records, that relate to the Plans and its Participants that AmeriFlex has prepared or that have otherwise come within its possession. These books, records, and documents, including electronic records, are the property of Employer, and Employer has the right of continuing access to them during normal business hours at AmeriFlex's offices with reasonable prior notice. If this Agreement terminates, AmeriFlex may deliver, or at Employer's request, will deliver all such books, records, and documents to Employer, subject to AmeriFlex's right to retain copies of any records it deems appropriate. Employer shall be required to pay AmeriFlex reasonable charges for transportation or duplication of such records. Provided, however, that upon termination of this Agreement, AmeriFlex must destroy or return to Employer all PHI, including PHI that is in the possession of subcontractors or agents of AmeriFlex. If it is infeasible to return or destroy PHI, AmeriFlex shall provide to Employer notification of the conditions that make return or destruction infeasible. Upon Employer's agreement that return or destruction of PHI is infeasible, AmeriFlex shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as AmeriFlex retains such PHI. AmeriFlex shall pay all storage charges for any such PHI for so long as AmeriFlex retains such PHI.

3.14 Standard of Care

AmeriFlex shall use reasonable care and due diligence in the exercise of its powers and the performance of its duties under this Agreement. If AmeriFlex makes any payment under this Agreement to an ineligible person, or if more than the correct amount is paid, AmeriFlex shall make a diligent effort to recover any payment made to or on behalf of an ineligible person or any overpayment. However, AmeriFlex will not be liable for such payment, unless AmeriFlex would otherwise be liable under another provision of this Agreement, including but not necessarily limited to, Article 4.1.

3.15 Notices to Employer

Upon request of Employer, AmeriFlex shall provide to Employer all notices (including any required opt-out notice) reflecting its privacy policies and practices.

3.16 Non-Discretionary Duties; Compliance Obligations; Additional Duties

AmeriFlex and Employer agree that the duties to be performed hereunder by AmeriFlex are non-discretionary duties. AmeriFlex is merely a claims-paying agent of Employer. While AmeriFlex may provide information to Employer from time to time, such information shall not be construed as legal, accounting or other professional advice. Any and all compliance obligations with regard to the Plans are the ultimate responsibility of the Employer and the Employer is obligated to consult with its own professional advisors as to what those obligations might be and how they should be met. AmeriFlex and Employer may agree to additional duties in writing as may be specified in the Appendices from time to time.

ARTICLE IV: INDEMNIFICATION PROVISIONS

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4.1 Indemnification by AmeriFlex

AmeriFlex agrees to indemnify and hold harmless Employer from and against any and all claims, suits, actions, liability, losses, damages, costs, charges, expenses, judgments, and settlements that Employer sustains as a result of any act or omission of AmeriFlex in connection with the performance of services under this Agreement.

AmeriFlex will not be obligated to indemnify Employer if it is determined that a judgment, determination, or settlement in litigation was paid as a result of an act or omission by Employer which was:

(a) Criminal or fraudulent; or

(b) A negligent, reckless or intentional disregard of Employer's obligations under this Agreement.

Notwithstanding the foregoing, AmeriFlex will indemnify and hold Employer harmless to the extent AmeriFlex concurred in, instructed, directed, or caused such acts or omissions by Employer whether by its own acts, its own omissions, or both.

AmeriFlex's liability to Employer (including its agents and brokers of record), in any case or administrative action, whether arising in contract, tort (including, without limitation, negligence and strict liability) or otherwise, shall be limited, with the exception of any punitive damages that may be awarded by any judicial authority and with the exception of any fees, fines or penalties of any nature imposed by any federal governmental authority (including but not limited to the United States Department of Labor and the Internal Revenue Service) to the amount equal to the total fees paid by Employer (including its agents and brokers of record) under this Agreement in the twelve (12) months prior to the incident. In no event shall AmeriFlex be liable for special, incidental, indirect, consequential, or exemplary damages.

4.2 Survival of Provision

The provisions of this Article will survive the termination of this Agreement.

ARTICLE V: BUSINESS LOSS COVERAGE

Subject to the terms of this section, AmeriFlex shall reimburse Employer in the amount of any aggregate loss ("Business Loss") resulting from the Employer's offering a health FSA pursuant to this Agreement, such loss to be defined as the amount by which the total claims made against the Employer's health FSA over the course of plan year surpass the "Employee Contributions," (defined as the total salary reductions (plus any COBRA-related health FSA premiums) contributed by health FSA participants) plus the payroll tax (FICA) savings enjoyed by the Employer by virtue of such salary reductions.

A.. The Employer must be in compliance with all terms of this Agreement throughout the plan year. Furthermore, the Employer must participate in the automatic settlement program for purposes of the Health FSA throughout the plan year. Notwithstanding the foregoing, for public sector clients opting for a three-year Term only, such participation in the automatic settlement program is not required.

B. Employer must inform AmeriFlex of its intent to claim a Business Loss within thirty (30) days of the end of the health FSA plan year, or in the case of a health FSA with a grace period, within thirty (30) days of the expiration of such grace period, using a form provided by an Account Executive or online for that purpose. The Employer must be an active health FSA client of AmeriFlex on the date the claim is made.

C. Amounts that are carried over to a subsequent plan year shall not count as claims made against the Employer's health FSA for the previous plan year for purposes of determining a Business Loss, nor shall amounts carried over to a subsequent plan year count as an Employee Contribution for such purposes.

D. This Business Loss coverage is only available for health FSAs offered over the course of a 12-month plan year. No such coverage is available for health FSAs offered over the course of a "short plan year."

E. No Business Loss Coverage shall be made available if any of the Business Loss is attributable to employee termination, reductions of hours or other actions undertaken by the Employer for the primary purpose of experiencing and/or enhancing such Business Loss.

F. In the event that a Business Loss claim is made and AmeriFlex approves such claim, Employer shall have the option of receiving a lump sum payment or having such amount credited against administrative fees charged by AmeriFlex to Employer for health FSA administration in the subsequent plan year.

ARTICLE VIA: COBRA ADMINISTRATION SERVICE FEES

6.1 Initial Case Set-Up Fee

An initial case set-up fee specified in Exhibit D, attached hereto and made a part hereof, will become payable to AmeriFlex at the time this Agreement is executed.

6.2 Service Fee

A service fee specified in Exhibit D will be paid by Employer to AmeriFlex. For Renewal Terms only, AmeriFlex reserves the right to increase or modify the service fee at any time upon thirty (30) days notice to Employer, but no more than once every twelve (12) months. The service fee will be paid regardless of whether a Qualified Beneficiary electing Continuation Coverage pays the premiums for such coverage for the period billed or the month enrolled in such coverage.

6.3 Additional Fees

Charges for additional services requested by Employer not included in the Agreement will be agreed upon prior to the performance of such service by AmeriFlex.

6.4 When Fees Are Payable

AmeriFlex will transmit an invoice to Employer for service fees on a monthly or periodic basis and will transmit invoices to Employer for additional services immediately following the performance of such services. Payment of services is due upon receipt of such invoice.

6.5 ***Reserved***

6.6 COBRA Administration Fee

AmeriFlex will retain the 2% COBRA Administration fee paid by the Qualified Beneficiary. AmeriFlex will also retain the 2% COBRA Administration fee for individuals on a COBRA disability extension. AmeriFlex will remit to Employer the additional allowable 50% (after

the initial eighteen (18) month continuation period has expired) payable during a period of disability extension.

ARTICLE VIB: PLAN ADMINISTRATION SERVICE FEES (FSA/DCFSA/HRA/HSA/CRA)

6.7 Service Charges

The amounts of the monthly service charges of AmeriFlex are described in the Appendices. For Renewal Terms only, AmeriFlex reserves the right to increase or modify the service fee at any time upon sixty (60) days notice to Employer, but no more than once every twelve (12) months. Notwithstanding the foregoing, AmeriFlex may also change the monthly service charges as of the date any change is made in the Plans. Employer acknowledges that AmeriFlex has disclosed all sources of income to it pursuant to the administration of the Plan.

6.8 Billing of Charges

All service charges of AmeriFlex, whether provided for in this or any other Section, shall be billed separately from statements for payment of claims so that proper accounting can be made by Employer of the respective amounts paid for claims and for administrative expenses.

6.9 Payment of Charges

All charges under this Article VI shall be determined by AmeriFlex and billed to Employer monthly. Alternatively, if so agreed by the parties, AmeriFlex may deduct payment for monthly service charges from a bank account maintained by Employer. Payment shall be due upon receipt of invoice.

If the invoice remains unpaid sixty (60) days after the receipt of the invoice, a late fee of $35 will be assessed per unpaid invoice on a per month basis for so long as the invoice remains unpaid.

ARTICLE VII. BENEFIT PROGRAM PAYMENT; EMPLOYER'S FUNDING RESPONSIBILITY FOR PLAN ADMINISTRATION (FSA/DCFSA/HRA/HSA/CRA)

7.1 Payment of Benefits

The Employer's health FSA and/or its HRA shall be considered unfunded plans. Each week or at such other interval as mutually agreed upon, AmeriFlex will notify Employer of the amount needed to pay approved benefit claims and Employer shall pay or transfer into the bank account the amount needed for the payment of Plans benefits. Employer shall enter into such agreements and provide instructions to its bank as are necessary to implement this Section 7.1. AmeriFlex shall have sole authority to provide whatever notifications, instructions, or directions as may be necessary to accomplish the disbursement of such Plans funds to or on behalf of Participants in payment of approved claims.

7.2 Funding of Benefits

Funding for any payment on behalf of the Participants under the Plans, including but not limited to, all benefits to Participants in accordance with the Plans, is the sole responsibility of Employer, and Employer agrees to accept liability for, and provide sufficient funds to satisfy, all payments to Participants under the Plans, including claims for reimbursement for covered expenses, if such expenses are incurred and the claim is presented for payment during the term of this Agreement.

Notwithstanding any language in this Agreement to the contrary, Employer shall be entitled to submit employee contributions to Ameriflex via check or ACH push. Ameriflex shall pay claims for the employees throughout the year and will submit a year-end balance recap report detailing total claims to total employee contributions. Any surplus (employee forfeitures will remain with Ameriflex to fund subsequent year claims, or, if the Employer does not renew with Ameriflex, refunded to the Employer

ARTICLE VIII: GENERAL PROVISIONS

8.1 Notices

All notices, certificates, or other communications hereunder, which do not relate to any of the "service" terms of Article II or III, will be sufficiently given and will be deemed given when mailed by certified or registered mail, postage prepaid with proper address, at such addresses as either party may designate in writing to the other from time to time for such purposes. AmeriFlex and Employer may, by written notice given by each to the other, designate any address or addresses to which notices or other communications to them will be sent when required as contemplated by this Agreement.

Employer agrees that AmeriFlex may communicate confidential, protected, privileged or otherwise sensitive information to Employer, acknowledging the possibility that such communications may be inadvertently misrouted or intercepted.

8.2 Severability

The invalidity or unenforceability of any provision of this Agreement will not affect the other provisions of this Agreement, and this Agreement will be construed in all respects as if such invalid or unenforceable provision were omitted.

8.3 Survival of Obligations

The parties' obligations under this Agreement, which by their nature are intended to continue beyond the termination or expiration of this Agreement, will survive the termination or expiration of this Agreement.

8.4 Termination of Agreement

A. This Agreement, with respect to COBRA Administration, will terminate upon the first to occur of the following:

1. The expiration of thirty (30) days after written notice has been given by Employer or AmeriFlex to the other that Employer or AmeriFlex has breached any material obligation under this Agreement, and such breach has not been cured after such notice has been given;

2. The date specified in a written notice given by AmeriFlex to Employer of AmeriFlex's termination of this Agreement due to Employer's failure to remit to AmeriFlex charges for services; or,

3. The end of the 12-month period referenced in Section 1.1 if Employer or AmeriFlex has given at least thirty (30) days written notice of its intent to terminate the Agreement at the end of such period.

B. In the event of termination of this Agreement, AmeriFlex will, unless Employer and AmeriFlex otherwise agree:

1. Complete the processing of all amounts received by AmeriFlex as premiums payable by those who have elected Continuation Coverage prior to the termination, except that AmeriFlex shall not be responsible for the termination of Qualified Beneficiaries from COBRA continuation coverage beyond the date of the termination of the Agreement;

2. Release to Employer in any reasonably usable format agreed to by the Parties, all necessary records and files relating to billings, and in-force records that have been developed and maintained by AmeriFlex pursuant to this Agreement; and

3. Deliver to Employer all unused materials, equipment, and specifications that were furnished by Employer. Employer will fulfill all lawful obligations with respect to policies affected by the written agreement, regardless of any dispute between Employer and AmeriFlex.

4. AmeriFlex and Employer agree that AmeriFlex shall not be in any way responsible for the termination of QBs from COBRA continuation coverage beyond the date of the termination of this Agreement.

C. If AmeriFlex performs any services pursuant to this Agreement following its termination, including but not limited to services described in this Section 8.4, AmeriFlex will be entitled to its fees or other charges on the same basis as if the Agreement has continued in effect for the period during which such services were performed. AmeriFlex will transmit an invoice to Employer for services rendered following termination of this Agreement, and this invoice will be payable upon receipt.

D. This Agreement, with respect to FSA/DCFSA/HRA/HSA/CRA Administration will terminate upon the first to occur of the following:

1. The expiration of thirty (30) days after written notice has been given by Employer or AmeriFlex to the other that Employer or AmeriFlex has breached any material obligation under this Agreement, and such breach has not been cured after such notice has been given;

2. The date specified in a written notice given by AmeriFlex to Employer of AmeriFlex's termination of this Agreement due to Employer's failure to remit to AmeriFlex charges for services; or,

3. The end of the 12-month period referenced in Section 1.1 if Employer or AmeriFlex has given at least sixty (60) days written notice of its intent to terminate the Agreement at the end of such period.

If any or all of the Plans are terminated, Employer and AmeriFlex may mutually agree in writing that this Agreement shall continue for the purpose of payment of any Plans benefit, expense, or claims incurred prior to the date of Plans termination. In addition, Employer and AmeriFlex may mutually agree in writing that this Agreement shall continue for the purpose of payment of any claims for which requests for reimbursements have been received by AmeriFlex before the date of such termination. If this Agreement is continued in accordance with this subsection D, Employer shall pay the monthly service charges incurred during the period that this Agreement is so continued and a final termination fee equal to the final month's service charge. This Agreement shall continue as provided by and subject to Section 3.13 if the return or destruction of PHI is determined to be infeasible.

E. Nothing in this Article 8.4.D. shall be construed to prevent AmeriFlex from correcting any errors in administration, material or otherwise, within a reasonable period of time not to exceed thirty (30) days from notice of the error.

F. Termination of this Agreement shall result in the return to Employer of any Employer-provided funds to the extent that such funds exceed the obligations of AmeriFlex under this Agreement, and (except in cases of termination pursuant to the terms of Article 8.4.D.1.) minus a transition fee for the purpose of undertaking the transfer and/or closing-out of the Plan(s) on the Employer's behalf. Such return of funds shall be effectuated upon the receipt by Ameriflex of a letter from an authorized representative of Employer on Employer's letterhead requesting same upon or after the conclusion of any applicable run-out period.

G. When a group terminates with AmeriFlex they must send a letter (on their letterhead) to AmeriFlex requesting the release of their prefund dollars. This letter must be sent after the runout period for the terminated group.

H. Nothing in this Article 8.4 shall prevent Employer from exercising its rights to terminate this Agreement without penalty under the terms of Article 8.13.

8.5 No Waiver

Employer's or AmeriFlex's failure to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder will not be construed as a waiver of such term, condition, right, or privilege in the future.

8.6 Counterparts/Facsimile

The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other parties to this Agreement. In proving this Agreement, a party must produce or account only for the executed counterpart of the Party to be charged.

8.7 Choice of Law

This Agreement and the obligations of Employer and AmeriFlex will be governed and construed in accordance with the laws of the State of Ohio.

8.8 Choice of Venue

Any controversy or claim arising out of or relating to this Agreement between Employer and AmeriFlex, or the breach thereof, shall be filed in and heard before a court of competent jurisdiction in Delaware County, Ohio.

8.9 Audits

Each party shall be authorized to perform audits of the records of payment to all Participants and other data specifically related to performance of the parties under this Agreement upon reasonable prior written notice to the other. Audits shall be performed during normal working hours. Audits may be performed by an agent of either party provided such agent signs an acceptable confidentiality agreement. Each party agrees to provide reasonable assistance and information to the auditors. Employer acknowledges and agrees that if it requests an audit, it shall reimburse AmeriFlex for AmeriFlex's reasonable expenses, including copying and labor costs, in assisting Employer to perform the audit. Each party also agrees to provide such additional information and reports as the other party shall reasonably request.

8.10 Non-Disclosure of Proprietary Information

A. Employer and AmeriFlex each acknowledge that in contemplation of entering into this Agreement (and as a result of the contractual relationship created hereby), each party has revealed and disclosed, and shall continue to reveal and disclose to the other, information which is proprietary and/or confidential information of such party. Employer and AmeriFlex agree that each party shall: (1) keep such proprietary and/or confidential information of the other party in strict confidence; (2) not disclose confidential information of the other party to any third parties or to any of its employees not having a legitimate need to know such information; and (3) shall not use confidential information of the other party for any purpose not directly related to and necessary for the performance of its obligations under this Agreement (unless required to do so by a court of competent jurisdiction or a regulatory body having authority to require such disclosure).

B. Information revealed or disclosed by a party for any purpose not directly related to and necessary for the performance of such party's obligations under this Agreement shall not be considered confidential information for purposes hereof: (1) if, when, and to the extent such information is or becomes generally available to the public without the fault or negligence of the party receiving or disclosing the information; or (2) if the unrestricted use of such information by the party receiving or disclosing the information has been expressly authorized in writing and in advance by an authorized representative of the other party. For purposes of this Section 8.10, confidential information is any information in written, human-readable, machine-readable, or electronically recorded form (and marked as confidential and/or proprietary or words of similar import) and information disclosed orally in connection with this Agreement and identified as confidential and/or proprietary (or words of similar import); and programs, policies, practices, procedures, files, records, and correspondence concerning the parties' respective businesses or finances. The terms and conditions of this Section 8.10 shall survive the termination of this Agreement.

8.11 Designation of OPR Form

For purposes of the execution of this Agreement, AmeriFlex will only accept the signature of a broker or other designated agent if a duly authorized representative of Employer executes the Designation of OPR form attached to this Agreement as Exhibit B. In accordance with the terms of this form, such designation shall also operate as a designation of an agent for purposes of plan administration, meaning that Employer executing such form authorizes the agent to act on behalf of the plan administrator for Employer's Plans.

8.12 Business Associate Agreement

A Business Associate Agreement is included in the Agreement as Exhibit A. The execution of this Agreement shall also operate as an execution of said Business Associate Agreement.

8.13 Changes to Agreement

In the event of changes to federal or state laws or regulations affecting any, some or all of the Selected Services, AmeriFlex may make changes to this Agreement with thirty (30) days notice to Employer. If, within thirty (30) days of the notification of the change or changes, Employer elects to terminate this Agreement, Employer may do so within thirty (30) days of such notification without penalty.

8.14 Entire Agreement

This Agreement is entire and complete as to all of its terms and supersedes all previous agreements, promises, proposals and representations made between the parties, including any oral or written representations made by any representatives and/or agents of AmeriFlex, or any marketing materials, advertising or other media. It may be executed in duplicate counterparts, each of which may be considered as original and fully enforceable. Except as otherwise provided in Article 8.4, no termination, revocation, waiver, modification, or amendment of this Agreement will be binding unless agreed to in writing and signed by Employer and AmeriFlex.

IN WITNESS WHEREOF, Employer and AmeriFlex have caused this Agreement to be executed by their duly authorized representatives as of the day and year set forth above.

By: _____
Title: _____
Employer: _____
Date: _____

By: /s/ William Short
William Short
Title: President, AmeriFlex

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EXHIBIT A:
BUSINESS ASSOCIATE AGREEMENT

RECITALS

I. Employer, as a plan sponsor of health benefit plans, is required to enter into a Business Associate Agreement to obtain satisfactory assurances that AmeriFlex, a Business Associate under the Health Insurance Portability and Accountability Act ("HIPAA"), will appropriately safeguard all Protected Health information ("PHI") as defined herein, disclosed, created or received by AmeriFlex on behalf of Employer.

II. Employer desires to engage AmeriFlex to perform certain functions described in the Agreement for Administrative Services ("Agreement') of which this BA Agreement is a part, for, or on behalf of Employer involving the disclosure of PHI by Employer to AmeriFlex, or the creation or use of PHI by AmeriFlex, and AmeriFlex desires to perform such functions.

III. AmeriFlex may be considered an organization that provides data transmission of Protected Health information to Employer and requires access on a routine basis to Protected Health Information. As required under Section 13408 of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act" or "HITECH"), AmeriFlex will be treated as a Business Associate of the Employer.

TERMS OF AGREEMENT

I. Definitions of Words and Phrases Used Herein

a. Breach. "Breach" shall have the same meaning as the term "breach" in 45 CFR § 164.402.

b. Breach Notification Rule. "Breach Notification Rule" shall mean the Standards and Implementation Specifications for Notification of Breaches of Unsecured Protected Health information under 45 CFR Parts 160 and 164, subparts A and D.

c. Business Associate. "Business Associate" shall mean AmeriFlex.

d. Covered Entity. "Covered Entity" shall mean Employer.

e. Electronic Protected Health Information. "Electronic Protected Health Information" shall have the same meaning as the term "electronic protected health information" in 45 CFR § 160.103.

f. Electronic Transactions Rule. "Electronic Transactions Rule" shall mean the final regulations issued by HHS concerning standard transactions and code sets under 45 CFR Parts 160 and 162.

g. Enforcement Rule. "Enforcement Rule" shall mean the Enforcement Provisions set forth in 45 CFR Part 160.

h. Genetic Information. "Genetic information" shall have the same meaning as the term "genetic information" in 45 CFR § 160.103.

i. HHS. "HHS" shall mean the Department of Health and Human Services.

j. HIPM Rules. "HIPAA Rules" shall mean the Privacy Rule, Security Rule, Breach Notification Rule, and Enforcement Rule.

k. HITECH Act "HITECH Act" shall mean the Health information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009.

l. Privacy Rule. "Privacy Rule" shall mean the Privacy Standards and Implementation Specifications at 45 CFR Parts 160 and 164, subparts A and E.

m. Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity pursuant to this Agreement.

n. Required by Law. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.103.

o. Security Incident. "Security Incident" shall have the same meaning as the term "security incident" in 45 CFR § 164.304.

p. Security Rule. "Security Rule" shall mean the Security Standards and Implementation Specifications at 45 CFR Parts 160 and 164, subparts A and C.

q. Subcontractor. "Subcontractor" shall have the same meaning as the term "subcontractor" in 45 CFR § 160.103.

r. Transaction. "Transaction" shall have the meaning given the term "transaction" in 45 CFR
a. 160.103.

s. Unsecured Protected Health Information. "Unsecured Protected Health Information" shall have the meaning given the term "unsecured protected health information" in 45 CFR § 164.402 7

II. Privacy and Security of Protected Health Information

a. Permitted Uses and Disclosures. Business Associate is permitted to use and disclose Protected Health Information for the purposes of executing its obligations to the Employer as set forth in the Agreement.

i. Business Associate's Operations. Business Associate may use Protected Health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Business Associate may disclose Protected Health information for the proper management and administration of the Business Associate or to carry out Business Associate's legal responsibilities, provided that -The disclosure is required by Law; or Business Associate obtains reasonable assurance from any person or entity to which Business Associate will disclose Protected Health Information that the person or entity will - Hold the Protected Health Information in confidence and use or further disclose the Protected Health Information only for the purpose for which Business Associate disclosed Protected Health Information to the person or entity or as required by Law; and promptly notify Business Associate of any instance of which the person or entity becomes aware in which the confidentiality of Protected Health Information was breached.

ii. Minimum Necessary. Business Associate will, in its performance of the functions, activities, services, and operations specified above, make reasonable efforts to use, to disclose, and to request 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 if neither Business Associate nor Covered Entity is required to limit its use, disclosure, or request to the minimum necessary under the HIPAA Rules. Business Associate and Covered Entity acknowledge that the phrase "minimum necessary" shall be interpreted in accordance with the HITECH Act and the HIPAA Rules.

b. Prohibition on Unauthorized Use or Disclosure. Business Associate will neither use nor disclose Protected Health Information, except as permitted or required by this Agreement or in writing by Covered Entity or as Required by Law. This Agreement does not authorize Business Associate to use or disclose Covered Entity's Protected Health Information in a manner that would violate the HIPAA Rules if done by Covered Entity, except

as permitted for Business Associate's proper management and administration, as described above.

c. Information Safeguards.

i. Privacy of Protected Health Information. Business Associate will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to protect the privacy of Protected Health Information. The safeguards must reasonably protect Protected Health information from any intentional or unintentional use or disclosure in violation of the Privacy Rule and limit incidental uses or disclosures made pursuant to a use or disclosure otherwise permitted by this Agreement. To any extent the parties agree or have agreed that the Business Associate will carry out directly one or more of Covered Entity's obligations under the Privacy Rule, the Business Associate will comply with requirements of the Privacy Rule that

ii. Security of Covered Entity's Electronic Protected Health Information. Business Associate will comply with the Security Rule and will use appropriate administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health information that Business Associate creates, receives, maintains, or transmits on Covered Entity's behalf.

d. Subcontractors. Business Associate will require each of its Subcontractors to agree, in a written agreement with Business Associate, to comply with the provisions of the Security Rule; to appropriately safeguard Protected Health information created, received, maintained, or transmitted on behalf of the Business Associate; and to apply the same restrictions and conditions that apply to the Business Associate with respect to such Protected Health Information.

e. Prohibition on Sale of Protected Health Information. Business Associate shall not engage in any sale or (as defined in the HIPAA rules) of Protected Health information unless express, written permission for same is granted by any affected individual.

f. Penalties for Noncompliance. Business Associate acknowledges that it is subject to civil and criminal enforcement for failure to comply with the HIPAA Rules, to the extent provided by the HITECH Act and the HIPAA Rules.

III. Compliance With Electronic Transactions Rule. If Business Associate conducts in whole or part electronic Transactions on behalf of Covered Entity for which HHS 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 the Electronic Transactions Rule and of any operating rules adopted by HHS with respect to Transactions.

IV. Individual Rights.

a. Access. Business Associate will, within 28 calendar days following Covered Entity's request, make available to Covered Entity (or, at Covered Entity's written direction, to an individual or the individual's designee) for inspection and copying Protected Health Information about the individual that is in a Designated Record Set in Business Associate's custody or control, so that Covered Entity may meet its access obligations under 45 CFR § 164.524.

If Covered Entity requests an electronic copy of Protected Health information that is maintained electronically in a Designated Record Set in the Business Associate's custody or control, Business Associate will provide an electronic copy in the form and format specified by the Covered Entity if it is readily producible in such format; if it is not readily producible in such format, Business Associate will work with Covered Entity to determine an alternative form and format that enable Covered Entity to meet its electronic access obligations under 45 CFR § 164.524.

b. Amendment. Business Associate will, upon receipt of written notice from Covered Entity, promptly amend or permit Covered Entity access to amend any portion of an individual's Protected Health Information that is in a Designated Record Set in the custody or control of the Business Associate, so that Covered Entity may meet its amendment obligations under 45 CFR 164.526.

c. Disclosure Accounting. To allow Covered Entity to meet its obligations to account for disclosures of Protected Health Information under 45 CFR § 164.528:

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

(ii) Disclosures Not Subject to Accounting. Business Associate will not be obligated to record Disclosure Information or otherwise account for disclosures of Protected Health information if Covered Entity need not account for such disclosures under the HIPAA Rules.

(iii) Disclosure Information. With respect to any disclosure by Business Associate of Protected Health

Information that is not excepted from disclosure accounting under the HIPAA Rules, Business Associate will record the following Disclosure Information as applicable to the type of accountable disclosure made:

1. Disclosure Information Generally. Except for repetitive disclosures of Protected Health information as

specified 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 the Protected Health Information disclosed, and (iv) a brief statement of the purpose of the disclosure.

2. Disclosure Information for Repetitive Disclosures. For repetitive disclosures of 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 above for each accountable disclosure, or (i) the Disclosure information specified 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 make the Disclosure Information available to Covered Entity within 56 calendar days following Covered Entity's request for such Disclosure Information to comply with an individual's request for disclosure accounting.

e. Restriction Agreements and Confidential Communications.

Covered Entity shall notify Business Associate of any limitations in the notice of privacy practices of Covered Entity under 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information. Business Associate will comply with any notice from Covered Entity to (1) restrict use or disclosure of Protected Health information pursuant to 45 CFR § 164.522(a), or (2) provide for confidential communications of Protected Health Information pursuant to 45 CFR § 164.522(b), provided that Covered Entity notifies Business Associate in writing of the restriction or confidential communications obligations that Business Associate must follow. Covered Entity will promptly notify Business Associate in writing of the termination of any such restriction or confidential communications requirement and, with respect to termination of any such restriction, instruct Business Associate whether any of the Protected Health information will remain subject to the terms of the restriction agreement.

V. Breaches and Security Incidents

a. Impermissible Use or Disclosure. Business Associate will report to Covered Entity any use or disclosure of Protected Health information not permitted by this Agreement not more than ten (10) calendar days after Business Associate discovers such non-permitted use or disclosure.

b. Breach of Unsecured Protected Health Information. Business Associate will report to Covered Entity any potential Breach of Unsecured Protected Health information not more than ten (10) calendar days after discovery of such potential Breach. Business Associate will treat a potential Breach as being discovered in accordance with 45 CFR § 164.410. Business Associate will make the report to Covered Entity's Privacy Officer. If a delay is requested by a law enforcement official in accordance with 45 CFR § 164.412, Business Associate may delay notifying Covered Entity for the applicable time period. Business Associate's report will include at least the following, provided that absence of any information will not be cause for Business Associate to delay the report:

1. Identify the nature of the Breach, which will include a brief description of what happened, including the date of any Breach and the date of the discovery of any Breach;
2. Identify the types of Protected Health Information that were involved in the Breach (such as whether full name, Social Security number, date of birth, home address, account number, diagnosis, or other information were involved);
3. Identify who made the non-permitted use or disclosure and who received the non-permitted disclosure;
4. Identify what corrective or investigational action Business Associate took or will take to prevent further non-permitted uses or disclosures, to mitigate harmful effects, and to protect against any further Breaches;
5. Identify what steps the individuals who were subject to a Breach should take to protect themselves;
6. Provide such other information, including a written report and risk assessment under 45 CFR § 164.402, as Covered Entity may reasonably request.

c. Security Incidents. Business Associate will report to Covered Entity any Security Incident of which Business Associate becomes aware. Business Associate will make this report on a per-incident basis, except if any such Security incident resulted in a disclosure not permitted by this Agreement or Breach of Unsecured Protected Health information, Business Associate will make the report in accordance with the provisions set forth above.

d. Mitigation. Business Associate shall mitigate, to the extent practicable, any harmful effect known to the Business Associate resulting from a use or disclosure in violation of this Agreement.

VI. Term and Termination.

a. Term. This BA Agreement shall be effective as of the Effective Date and shall terminate as of the date the Agreement terminates, subject to any "wrap-up" provisions regarding the protection and destruction of PHI where applicable.

b. Right to Terminate for Cause. Covered Entity may terminate this BA Agreement if it determines, in its

sole discretion, that Business Associate has breached any provision of this BA Agreement, after written notice to Business Associate of the breach, Business Associate has failed to cure the breach within ten (10) calendar days after receipt of the notice. Any
such termination will be effective immediately or at such other date specified in Covered Entity's notice of termination. These termination terms shall override any termination terms in the Agreement.

c. Treatment of Protected Health Information on Termination.

(i) Return or Destruction of Covered Entity's Protected Health Information Is Feasible and Consistent With Record Retention Rules.

Upon termination of this BA Agreement, Business Associate will, if feasible and if consistent with relevant record retention laws and rules regarding employee benefit plans, return to Covered Entity or destroy all Protected Health Information in whatever form or medium, including all copies thereof and all data, compilations, and other works derived therefrom that allow identification of any individual who is a subject of the Protected Health information. This provision shall apply to Protected Health Information that is in the possession of any Subcontractors of Business Associate. Further, Business Associate shall require any such Subcontractor to certify to Business Associate that it has returned or destroyed all such information that could be returned or destroyed. Business Associate will complete these obligations as promptly as possible, but not later than sixty (60) calendar days following the effective date of the termination of this Agreement.

(ii) Procedure When Return or Destruction Is Not Feasible or Consistent with Record Retention Rules. Business Associate will identify any Protected Health Information, including any Protected Health Information that Business Associate has disclosed to Subcontractors, that cannot feasibly or compliantly be returned to Covered Entity or destroyed and explain why return or destruction is infeasible. Business Associate will limit its further use or disclosure of such information to those purposes that make return or destruction of such information infeasible or noncompliant. Business Associate will complete these obligations as promptly as possible, but not later than sixty (60) calendar days following the effective date of the termination or other conclusion of this BA Agreement.

(iii) Continuing Privacy and Security Obligation. Business Associate's obligation to protect the privacy and safeguard the security of Protected Health information as specified in this Agreement will be continuous and survive termination or other conclusion of this Agreement.

VII. General Provisions.

a. Definitions. All terms that are used but not otherwise defined in this Agreement shall have the meaning specified under HIPAA, including its statute, regulations, and other official government guidance.

b. Inspection of Internal Practices, Books, and Records. Business Associate will make its internal practices, books, and records relating to its use and disclosure of Protected Health Information available to Covered Entity and to HHS to determine compliance with the HIPAA Rules.

c. Amendment to Agreement. This BA Agreement may be amended only by a written instrument signed by the parties in case of a change in applicable law, the parties agree to negotiate in good faith to adopt such amendments as are necessary to comply with the change in law.

d. No Third-Party Beneficiaries. Nothing in this Agreement shall be construed as creating any rights or benefits to any third parties.

e. Interpretation. Any ambiguity in this BA Agreement shall be resolved to permit Covered Entity and Business Associate to comply with the applicable requirements under the HIPAA Rules.

f. Governing Law, Jurisdiction, and Venue. This BA Agreement shall be governed by the law of the state of Ohio except to the extent preempted by federal law.

g. Severability. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this BA Agreement, which shall remain in full force and effect.

h. Construction and Interpretation. The section headings contained in this BA Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

i. Notices. All notices and communications required by this Agreement shall be in writing. Such notices and communications shall be given in one of the following forms: (i) by delivery in person, (ii) by a nationally-recognized, next-day courier service, (iii) by first-class, registered or certified mail, postage prepaid; or (iv) by electronic mail to the address that each party specifies in writing.

j. Entire Agreement. This BA Agreement constitutes the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the parties, written or oral, with regard to this same subject matter.

EXHIBIT B: DESIGNATION OF OUTSIDE PLAN REPRESENTATIVE

***NOTE: This form is OPTIONAL. Leave this form blank if no representative will be designated for the plan outside of the Employer.** *

PLEASE CHOOSE ONE OF THE FOLLOWING OPTIONS:

_X_ There will be no representative designated for the plan outside of the Employer

_ An OPR was already designated in the New Client Application.

_ An OPR will be designated as follows:

I,_____,(Title): _____, of (Employer): _____designate (Name): _____ of_____ ,as an outside plan representative ("OPR") with regard to the Plan(s).

The following terms and conditions shall apply to this designation:

1. Plan Administrator. The OPR shall be deemed a "plan administrator" for the Plan, including but not limited to, the power to make discretionary decisions regarding the Plan and/or participants in the Plan, including the proper application of any relevant federal, state or local laws to the Plan and/or participants in the Plan.
2. Access to Protected Health Information. The OPR shall, in his, her or its capacity as OPR, have the same access to Protected Health Information, as defined in the Business Associate Agreement or elsewhere in the Agreement, as a Plan Administrator would. Employer acknowledges that it has executed a Business Associate Agreement of its own with OPR detailing the protections the OPR will afford to any Protected Health Information received from AmeriFlex and that a copy of such Business Associate Agreement has been provided to AmeriFlex.

(PLEASE NOTE: Where applicable, it is the responsibility of the Plan Administrator to have a duly executed Business Associate Agreement in place with the Outside Plan Representative protecting the privacy and security of the Protected Health Information referenced in this paragraph.)

Notwithstanding the foregoing, AmeriFlex shall reserve both the right to exercise its discretion with regard to the provision of Protected Health Information to OPR as well as the right to consult with Employer with regard to the same at any time.

3. No Obligation to Notify, AmeriFlex shall consider any directives made by OPR with regard to the Plan and/or participants in the Plan to be directives made by Employer and shall be required to act accordingly. AmeriFlex shall have no obligation to notify Employer of any such directives made by OPR, nor shall any approval be required from Employer before acting on any such directives.
4. Indemnification. Employer shall fully protect, defend and indemnify AmeriFlex for any act or omission of AmeriFlex resulting from any directive made by OPR to AmeriFlex within the scope of the powers granted in Sections 1and 2 of this document.
5. Revocation. The designation of OPR shall remain in effect perpetually. This designation can be revoked at any time with written notice of same to AmeriFlex. Notwithstanding the foregoing, AmeriFlex shall not be responsible for any act or omission resulting from any directive made by OPR within the scope of the powers granted in Section 1of this document before such time as AmeriFlex acknowledges receipt of any such revocation.

EXHIBIT C: INFORMATION REQUIRED BY AMERIFLEX FOR THE ADMINISTRATION OF COBRA

PLEASE NOTE: The Employer's use of a third party to provide the below i information to AmeriFlex does not absolve the Employer of its responsibilities to provide timely and accurate information to AmeriFlex.

1. AmeriFlex Administrative Services Agreement signed by an authorized agent of Employer. [As soon as AmeriFlex has been selected as COBRA Administrator]

2. Completed New Client Application. [As soon as AmeriFlex has been selected as COBRA Administrator]

3. New Plan Member information (i.e. people who enroll in the health plan as employees) [Within 30 days of employee's enrollment in the company plan]
a. The following information must be provided for each covered employee, spouse and dependant(s):
   i. Name, Last-Known Mailing Address, DOB, Social Security Number, Contact information
   ii. Date of hire
   iii. Date of original plan enrollment
   iv. Gender
   v. NOTE: Please verify that all information is current and correctly spelled. Mis-information can cause errors and delays in processing.

4. Takeover Qualified Beneficiary/Assistance Eligible Individual information [Upon completion of Employer Application and Administrative Services Agreement]
a. The following information must be provided for each QB, including spouse and dependent(s):
   i. Name, Last-Known Mailing Address, DOB, Social Security Number, Contact information
   ii. Relationship to covered employee (if spouse/dependant)
   iii. Date and Type of Qualifying Event
   iv. Date of hire
   v. Date of original plan enrollment
   vi. Date of original Specific Rights Notice/Qualifying Events Notice
   vii. Gender

viii. Specific group health plan information (i.e. the enrolled plan(s) before the QE)
ix. Paid-through date (if QB has elected COBRA) - AmeriFlex will begin billing the month after the paid-through date.
x. ARRA Assistance Eligible Individual (AEI) status: eligible/ineligible, date of notification, election, first month of subsidy for AmeriFlex to apply.
xi. Employer subsidies, if any
xii. NOTE: Please verify that all information is current and correctly spelled. Mis-information can cause errors and delays in processing.

5. New Qualified Beneficiary/Assistance Eligible Individual information [Within 15 days of receiving notice of the Qualifying Event]
a. The following information must be provided for each QB, including spouse and dependant(s):
i. Name, Last-Known Mailing Address, DOB, Social Security Number, Contact information
ii. Relationship to covered employee (if spouse/dependant)
iii. Date and Type of Qualifying Event
iv. Date of hire
v. Date of original plan enrollment
vi. Gender
vii. Specific group health plan information (i.e. the enrolled plan(s) before the QE)
viii. ARRA Assistance Eligible individual (AEI) status: eligible/ineligible.
ix. Employer subsidies, if any
x. NOTE: Please verify that all information is current and correctly spelled. Mis-information can cause errors and delays in processing.

6. Group Health Plan information including each current plan option, plan levels, dependent status, current premium amounts, plan year dates, policy number, and policy contract dates [During initial implementation and 30 days before plan renewals].
a. NOTE: f AmeriFlex does not receive updated plan info/renewal rates 30 days prior to the plan renewal, participants cannot be properly billed and may lose coverage. The Department of Labor has said that COBRA participants cannot be back-billed for retroactive premium increases.
b. NOTE: f Employer offers an HRA or Medical FSA, it must be offered to QBs. Please include an HRA or Medical FSA as a separate plan. Employer should use an actuarial analysis to determine "cost" of any HRA plan for calculation of premium.
c. NOTE: f a Plan coverage ends "end of month" for new QBs, AmeriFlex will assume "Extended Employer Notice Rule" applies pursuant to ERISA § 607(5); Code § 4980B(f)(8); Treas. Reg. § 54.4980B-7, Q/A-4(b).

7. A Summary Plan Document (SPD) if the plan does not conform to standard COBRA guideline minimums. [Upon completion of Employer Application]

8. A copy of each medical carrier invoice. If Ameriflex does not receive timely carrier invoices, the plan may be charged a penalty. [Upon completion of Employer Application and every 6 months thereafter]

9. Open Enrollment changes for active COBRA participants [Within 7 days of open enrollment period]
a. NOTE: As the plan sponsor, Employer is solely responsible for the open enrollment of COBRA participants.

10. Customer Service and Enrollment Contact information for each plan. [Concurrent with Employer Application and within 2 days of information changing]
a. NOTE: Ameriflex will send all COBRA enrollment and termination notifications to the enrollment contact listed under each plan. Incorrect or out of date enrollment contact information will result in delays in processing.

EXHIBIT D: COBRA Fee Schedule

COBRA Administration Services, as Described in Article III

1. Initial Case Set-Up Fee $0.00
2. Annual Renewal Fee $0.00
3. AmeriFlex Mongoose® Client Web Portal and Real-Time Reporting..... $0.00
4. Per Enrolled Participant Per Month Fee: $0.00
5. Monthly Minimum Fee $0.00
6. Individual General Rights Notification..... ..... .$0.00/letter
7. Open Enrollment Kits for COBRA Participants (upon request) $0.00/kit
8. Blanket Mailing of General Rights Notification (upon request) $0.00/letter
9. Nonstandard Reports, Letters, Special Requests, etc.....case-by-case

Note: The Optional Blanket Mailing of General Rights Notification fees are the responsibility of the group.

_ If this is checked, a third party is paying the COBRA monthly administration fees. If payment is not provided,

the company will be responsible for the COBRA fees: $1.10 per insured employee per month or a minimum monthly fee of $80.00, and if applicable, the set-up fee of $650.

EXHIBIT E: Sample COBRA Implementation Timeline & Procedures

Action Item	Responsible Party	Start Date	Deadline	Notes
Review, sign and return Administrative Service Agm't and Client Application	Employer/Broker	Day 1	Day 5	All paperwork must be approved by AmeriFlex Internal Sales & Support before installation and activation
Review and Sign Designation of OPR Form	Broker	Day 1	Day 5	Req'd if broker is acting on behalf of Employer
Installation and Activation of Employer data in AmeriFlex Mongoose System	AmeriFlex	Day 5	Day 15	
AmeriFlex Installation Conference Call	AmeriFlex	Day 5	Day 20	
Receive Current COBRA Participant Data	Employer	Day 5	Day 15	
Mail Administrator Change Letters to current COBRA Participants (Takeovers)	AmeriFlex	Day 20	Day 20	

EXHIBIT F: Health FSA Guidelines

Capitalized terms used in this Exhibit and not defined have the meanings given in the Agreement.

Service Charges:

In addition to the initial setup fee of <<<$0.00>>> and an annual renewal fee of <<<$175.00>>>, the monthly fees charged for each Participant enrolled in the Health FSA as of the first day of each month for the term of the Agreement shall be <<<$4.25>>> per Participant per month (subject to $75.00 minimum fee per month).

NOTE 1: These service charges also include DCFSA and CRA services.

Services Included:

Employer is responsible for all legal requirements and administrative obligations with regard to the Health FSA, except for the following administrative duties (to be performed by AmeriFlex):

1. As needed, AmeriFlex shall make available enrollment and reimbursement forms and instructions for filing Participant claims.

2. Upon receiving instructions from Employer with regard to a Participant's change in status or other event that permits an election change under IRS regulations, AmeriFlex shall make the requested change in the Participant's election as soon as practicable.

3. Upon request by the Employer only, AmeriFlex shall prepare the information necessary to enable Employer to satisfy its Form 5500 filing obligation with regard to the Health FSA only. Employer shall be responsible for reviewing the information provided by AmeriFlex to ensure its accuracy, and, unless otherwise agreed by the parties in writing, Employer shall prepare and submit any Form 5500.

4. AmeriFlex shall provide online or other electronic tools with which the Employer may conduct unlimited discrimination testing for the health FSA at its convenience. It is strongly recommended that Employer conduct such testing both before the beginning of the plan year as well as periodically during the plan year.

5. AmeriFlex shall administer claims on the Employer's behalf. AmeriFlex shall notify Participants with regard to any claims that are denied due to inadequate substantiation or data submission and provide an adequate period of time for the Participant to resubmit the claim. AmeriFlex shall follow the requirements of ERISA with

regard to denial of claims.

Services Not Included:

AmeriFlex is not responsible for any of the following:

1. Employer's compliance with COBRA (except where AmeriFlex has been engaged to administer COBRA for the Employer) or compliance with HIPAA portability provisions.

2. Determining if and when an event has occurred under theIRS permitted election change regulations such that a change in election is permitted under the Health FSA and any "ultimate" decisions with regard to plan compliance.

EXHIBIT G: DCFSA Guidelines

Capitalized terms used in this Exhibit and not defined have the meanings given in the Agreement.

Service Charges:

See Note 1in the "Service Charges" section of Exhibit F.

Services Included:

Employer is responsible for all legal requirements and administrative obligations with regard to the DCFSA, except for the following administrative duties (to be performed by AmeriFlex):

1. As needed, AmeriFlex shall make available enrollment and reimbursement forms and instructions for filing Participant claims.

2. Upon receiving instructions from Employer with regard to a Participant's change in status or other event that permits an election change under RS regulations, AmeriFlex shall make the requested change in the Participant's election as soon as practicable.

3. AmeriFlex shall provide online or other electronic tools with which the Employer may conduct unlimited discrimination testing for the DCFSA at its convenience. Especially if highly-compensated employees are participating in the DCFSA, it is strongly recommended that Employer conduct such testing both before the beginning of the plan year as well as periodically during the plan year.

4. AmeriFlex shall administer claims on the Employer's behalf. AmeriFlex shall notify Participants with regard to any claims that are denied due to inadequate substantiation or data submission and provide an adequate period of time for the Participant to resubmit the claim. AmeriFlex shall follow the requirements of ERISA with regard to denial of claims.

Services Not Included:

AmeriFlex is not responsible for any of the following:

1. Determining if and when an event has occurred under theIRS permitted election change regulations such that a change in election is permitted under the DCFSA and any "ultimate" decisions with regard to plan compliance. These decisions remain the responsibility of the plan sponsor.

EXHIBIT H: CRA Guidelines

Capitalized terms used in this Exhibit and not defined have the meanings given in the Agreement.

Service Charges:

See Note 1in the "Service Charges" section of Exhibit F.

Services Included:

Employer is responsible for all legal requirements and administrative obligations with regard to the CRA, except for the following administrative duties (to be performed by AmeriFlex):

1. As needed, AmeriFlex shall make available enrollment and reimbursement forms and instructions for filing Participant claims.

2. Upon receiving instructions from Employer with regard to a Participant's change in status or other event that permits an election change under IRS regulations, AmeriFlex shall make the requested change in the Participant's election as soon as practicable.

3. AmeriFlex shall administer claims on the Employer's behalf. AmeriFlex shall notify Participants with regard to any claims that are denied due to inadequate substantiation or data submission and provide an adequate period of time for the Participant to resubmit the claim. AmeriFlex shall follow the requirements of ERISA with regard to denial of claims.

Services Not Included:

AmeriFlex is not responsible for any of the following:

1. Determining whether Employer's plan documents are in compliance with the Code or any other applicable state, federal, or local statutes or regulations.

2. Determining if and when an event has occurred under the IRS permitted election change regulations such that a change in election is permitted under the CRA and any "ultimate" decisions with regard to plan compliance. These decisions remain the responsibility of the plan sponsor.

EXHIBIT I: HRA Guidelines

Capitalized terms used in this Exhibit and not defined have the meanings given in the Agreement.

Service Charges:

[Check one]

(HRA only) In addition to the initial setup fee of <<<$N/A>>> and an annual renewal fee of <<<$N/A>>>, the monthly fees charged for each Participant enrolled in the HSA as of the first day of each month for the term of the Agreement shall be <<<$N/A>>> per Participant per month (subject to $<<<$N/A>>>, minimum fee per month).

(Combo)In addition to the initial setup fee of <<<$N/A>>> for combined services of FSA and HRA (and COBRA administration if requested) and an annual renewal fee of <<<$N/A>>>, the monthly fees charged for each Participant enrolled in the HRA and/or the FSA as of the first day of each month for the term of the Agreement shall be <<<$N/A>>> per Participant per month (subject to <<<$N/A>>>, minimum fee per month). The service charges described in Exhibit F are not in addition to the fees listed here.

If this is checked, a third party is paying the HRA monthly administration fees. If payment is not provided, the company will be responsible for these fees: $<<<$N/A>>>, per participant per month or a minimum monthly fee of $<<<$N/A>>>, and, if applicable, the set-up fee of <<<$N/A>>>, The annual renewal fee will be <<<$N/A>>>,. If HRA and FSA are administered, the combined fee will be <<<$N/A>>>,

Services Included:

Employer is responsible for all legal requirements and administrative obligations with regard to the HRA, except for the following administrative duties (to be performed by AmeriFlex):

1. As needed, AmeriFlex shall make available enrollment and reimbursement forms and instructions for filing Participant claims.

2. Upon request by the Employer only, AmeriFlex shall prepare the information necessary to enable Employer to satisfy its Form 5500 filing obligation with regard to the HRA only. Employer shall be responsible for reviewing the information provided by AmeriFlex to ensure its accuracy, and, unless otherwise agreed by the parties in writing, Employer shall prepare and submit any Form 5500.

3. AmeriFlex shall provide online or other electronic tools with which the Employer may conduct unlimited discrimination testing for the HRA at its convenience. it is strongly recommended that Employer conduct such testing both before the beginning of the plan year as well as periodically during the plan year.

4. AmeriFlex shall administer claims on the Employer's behalf. AmeriFlex shall notify Participants with regard to any claims that are denied due to inadequate substantiation or data submission and provide an adequate period of time for the Participant to resubmit the claim. AmeriFlex shall follow the requirements of ERISA with regard to denial of claims.

Services Not Included:

AmeriFlex is not responsible for any of the following:

1. Employer's compliance with COBRA (except where AmeriFlex has been engaged to administer COBRA for the Employer) or compliance with HIPM portability provisions.

EXHIBIT J: HSA Guidelines

Capitalized terms used in this Exhibit and not defined have the meanings given in the Agreement.

Service Charges:

[Check one]:

(HSA only)In addition to the initial setup fee of <<<$N/A>>> and an annual renewal fee of <<<$N/A>>>, the monthly fees charged for each Participant enrolled in the HRA as of the first day of each month for the term of the Agreement shall be <<<$N/A>>> per Participant per month (subject to <<<$N/A>>>, minimum fee per month).

(Combo) n addition to the initial setup fee of <<<$N/A>>> for combined services of HSA, FSA and HRA (and COBRA administration if requested) (in any combination) and an annual renewal fee of <<<$N/A>>>, the monthly fees charged for each Participant enrolled in the HRA and/or the FSA as of the first day of each month for the term of the Agreement shall be <<<$N/A>>> per Participant per month (subject to $75.00 minimum fee per month). The service charges described in either Exhibit F or Exhibit H are not in addition to the fees listed here.

Services Included:

Employer is responsible for all legal requirements and administrative obligations with regard to the HSA, except for the following administrative duties (to be performed by AmeriFlex):

1. As needed, AmeriFlex shall make available enrollment and reimbursement forms and instructions for filing Participant claims.

2. Upon request by the Employer only, AmeriFlex shall prepare the information necessary to enable Employer to satisfy its Form 5500 filing obligation, if any, with regard to the HSA only. Employer shall be responsible for reviewing the information provided by AmeriFlex to ensure its accuracy, and, unless otherwise agreed by the parties in writing, Employer shall prepare and submit any Form 5500.

3. Claims shall generally be paid via an electronic payment card administered by AmeriFlex. For all other claims, AmeriFlex shall make commercially reasonable efforts to disburse any benefit payments by check that it determines to be due within ten (10) business days of the day on which AmeriFlex receives the claim. AmeriFlex shall not be responsible for the failure to make payments due to acts or omissions of the HSA trustee or custodian.

4. AmeriFlex shall be a claims-paying agent only and shall have no role or authority as an HSA trustee or custodian, nor shall it have any duties or obligations appurtenant thereto.

Services Not Included:

AmeriFlex is not responsible for any of the following:

1. Determining whether Employer's plan documents are in compliance with the Code or any other applicable state, federal, or local statutes or regulations.

2. Any services normally provided by an HSA trustee or custodian, including any reporting requirements and any "ultimate" decisions with regard to plan compliance. These decisions remain the responsibility of the plan sponsor.

EXHIBIT K: Billing Services Guidelines

NOTE: This Exhibit is completed only if the Employer selected the Billing Services. If "N/A" appears in the spaces below the Employer has not selected these services and should disregard this Exhibit for purposes of the Agreement
capitalized terms used in this Exhibit and not defined have the meanings given in the Agreement.

Effective Date and Term:

Notwithstanding anything in the Agreement that may be to the contrary, with regard to Billing Services only, the Agreement shall be effective_____("Billing Services Effective Date") and the initial term will be:

The initial 12-month period commencing on the Billing Services Effective Date; or,

From the Billing Services Effective Date through _____/_____/20____.

Thereafter, this Agreement will renew automatically for successive periods of twelve (12) months unless this Agreement is terminated in accordance with the provisions of Section 8.4 of the Agreement.

Services Included:

AmeriFlex shall be responsible for:
N/A

Services Not Included:
AmeriFlex shall not be responsible for:
N/A

Employer Responsibilities:
Employer shall be responsible for:
N/A

Service Charges:
N/A

Vote on Motion Mrs. Lewis Aye Mr. Merrell Absent Mr. Benton Aye

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ADMINISTRATOR REPORTS
Dawn Huston, County Administrator
-No reports

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COMMISSIONERS' COMMITTEES REPORTS
Commissioner Benton
-Regional Planning is tonight.
-The Coroner's Annual Report was released. Sad to see that the opioid deaths rose last year.
-The Investment Committee met this morning. Treasurer Peterson is doing a great job at investing.
-In Sports news: This is a big week. The Masters starts next week, the NCAA final four is this weekend, today is the first day of the baseball season, and the Frozen Four is next week.

Commissioner Lewis
-Attended the Bridges: Community Action meeting yesterday.
-Attended the Vietnam Veterans of America Chapter 1095 gathering last Saturday honoring the Vietnam Veterans and those who came home.
-Milt Link's retirement reception is today at the Soil & Water office from 1-4 PM today.

There being no further business, the meeting adjourned.

_____
Gary Merrell

_____
Barb Lewis

_____
Jeff Benton

_____
Jennifer Walraven, Clerk to the Commissioners