

1

AGENDA
REGULAR MEETING
5:00 P.M.
June 21, 2021

1. Call to Order
2. Invocation and *Pledge of Allegiance* –
3. Approval of Agenda
4. Citizens wishing to address the Commission – *Citizens will be allowed to address the commission individually for a period of up to 5 minutes.*
5. Approval of Minutes – May 25, 2021
6. Executive Session
7. New Business
 - a. Consideration of a resolution to adopt the proposed FY22 Budget
 - ~~b. Consideration of an annual maintenance agreement with Motorola for FY22~~
 - c. Consideration of a request from the Public Works department to utilize \$7,000 of ARPA funds for stormwater improvements on Findley and Hardiman Roads
 - d. Consideration of a request from staff to surplus a New Holland TM165 Tractor
 - ~~e. Consideration of a request made by SunPro to install a solar panel array on the residential structure at 1501 Hackle Circle, Cobbtown GA 30420~~
 - f. Consideration an appointment to the HOGA Regional Commission Aging Advisory Board
 - g. Consideration of a request to modify a tennis court at the recreation department for pickleball
 - h. Consideration of approval of contract documents required for FY22 Health Insurance:
 - i. Candler County Section 125 Premium Only plan document and summary plan description;
 - ii. FlexCare Group Billing Agreement;
 - iii. Meritain Health Third Party Administration proposal;
 - iv. KISx Card, LLC Business Associate Agreement and Card Agreement;
 - v. Mutual of Omaha policy administration proposal and agreement;
 - vi. Sun Life Insurance Company of Canada application for Stop-Loss insurance
 - vii. Sun Life Insurance authorization for direct deposit
8. Report from Chairman
9. Report from County Administrator
10. Report from Attorney
11. Reports from Commissioners
12. Adjournment

Board of Commissioners of Candler County
Regular Meeting
June 21, 2021
5:00 p.m.

The Board of Commissioners of Candler County met for the regular monthly meeting on Monday, June 21, 2021, at 5:00 p.m., in the Commissioners' boardroom at 1075 East Hiawatha Street, Suite A, Metter, Georgia. Chairman Glyn Thrift presided with Vice-Chairman Brad Jones, Commissioners Gregory Thomas and David Robinson in attendance. County Administrator Bryan Aasheim also attended the meeting. Clerk Kellie Lank scribed. Commissioner Blake Hendrix and County Attorney Kendall Gross did not attend this meeting. The Metter Advertiser was notified of the meeting. Jerri Goodman attended. Guests attending this meeting included: Ashley Payne, Gary Howard, Jackie Deal and Beverly Wright. This meeting was offered via teleconference to the public.

Call to Order

Chairman Thrift called the meeting to order at 5:04 p.m.

Invocation and Pledge of Allegiance

Commissioner Thomas delivered the invocation and Chairman Thrift led the *Pledge of Allegiance*.

Amendment to the Agenda

Commissioner Robinson made a motion to remove items from the agenda:

- 7. b. Consideration of an annual maintenance agreement with Motorola for FY22 and**
- 7. e. Consideration of a request made by SunPro to install a solar panel array on the residential structure at 1501 Hackle Circle, Cobbtown GA 30420;**

and, to move items up on the agenda replacing Item 6. Old Business with Executive Session:

6. Executive Session – Personnel

- 7.f. Consideration an appointment to the HOGA Regional Commission Aging Advisory Board**
- 7.g. Consideration of a request to modify a tennis court at the recreation department for pickleball**

and, to add the items to the agenda:

- 7. h. Consideration of approval of contract documents required for FY22 Health Insurance:**
 - i. Candler County Section 125 Premium Only plan document and summary plan description;**
 - ii. FlexCare Group Billing Agreement;**
 - iii. Meritain Health Third Party Administration proposal;**
 - iv. KISx Card, LLC Business Associate Agreement and Card Agreement;**
 - v. Mutual of Omaha policy administration proposal and agreement;**
 - vi. Sun Life Insurance Company of Canada application for Stop-Loss insurance**
 - vii. Sun Life Insurance authorization for direct deposit.**

Commissioner Thomas provided a second. The motion carried 4-0.

Citizens Wishing to Address the Board

Candler County Department of Family and Children Services – Ashley Payne

Mr. Aasheim introduced Ashley Payne, the interim Candler County DFCS Director. Ms. Payne is the director for Toombs and currently serving as the interim director for Emanuel and Candler Counties until the position is filled. Mr. Aasheim inquired of the current office hours since the COVID-19 closure had been implemented. Ms. Payne stated the Family and Children Services offices are open by appointment only at this time, but the State intends to have a “soft-opening” by September 1st.

Pickleball – Jackie Deal

Chairman Thrift then requested that the Commission hear Jackie Deal as he had pertinent information about item **7.g. Consideration of a request to modify a tennis court at the recreation department for pickleball** and that Mr. Deal be allowed to speak to the Commission. Mr. Deal delivered a synopsis of the game’s history and value of the County modifying a court to play this game at the Recreation Department.

Mr. Aasheim informed the Commissioners that there will be no interference with the school tennis team as they intend to move the tennis season from students from spring to autumn. Further, the modification for the court will not interfere with the schools utilizing the recreation department tennis courts.

Chairman Thrift made a motion to approve the modification of one tennis court for the purpose of offering pickleball. Commissioner Robinson provided a second to the motion. The motion carried 4-0.

Animal Control - Beverly Wright

Mrs. Wright requested input from the Commissioners about ordinances or laws that would prohibit the free roaming of a large pack of nine dogs or more near her family’s property. Mr. Aasheim explained there is current legal action in the Candler County Magistrate Court addressing the owner of the dogs. Further, Mr. Aasheim briefly explained the intergovernmental animal control agreement and that there is no further recourse the County Commissioners can take on this matter at this time, until the Magistrate Court Judge rules on the case. Chairman Thrift advised Ms. Wright to contact Karen Anderson with the Candler County Health Department.

Approval of Minutes

The May 25, 2021 Called Meeting minutes were deferred due to the lack of a quorum who attended this meeting.

Executive Session – Personnel

Commissioner Robinson moved to exit into Executive Session to discuss personnel only at 5:37 p.m. Vice-Chairman Jones provided a second to the motion. The motion carried 4-0.

Vice-Chairman Jones moved to exit Executive Session and reconvene the regular meeting at 6:08 p.m. Commissioner Robinson provided a second to the motion. The motion carried 4-0.

Commissioner Robinson moved to authorize Chairman Thrift to sign *the Closed Meeting Affidavit*. Commissioner Thomas provided the second to the motion. The motion carried 4-0.

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New Business

Consideration of a resolution to adopt the proposed FY22 Budget

Chairman Thrift made a motion to approve a resolution adopting the FY2022 Budget. Commissioner Thomas provided a second. The motion carried 3-1, with Commissioner Robinson opposing the motion. (Exhibit A)

~~Consideration of an annual maintenance agreement with Motorola for FY22~~

Consideration of a request from the Public Works department to utilize \$7,000 of ARPA funds for stormwater improvements on Findley and Hardiman Roads

Vice-Chairman Jones made a motion to approve a request from the Public Works department to utilize \$7,000 of ARPA funds for stormwater improvements on Findley and Hardiman Roads. Commissioner Thomas provided a second. The motion carried 4-0.

Consideration of a request from staff to surplus a New Holland TM165 Tractor

Commissioner Thomas made a motion to surplus a New Holland TM165 Tractor. Chairman Thrift provided a second. The motion carried 4-0.

~~Consideration of a request made by SunPro to install a solar panel array on the residential structure at 1501 Hackle Circle, Cobbtown GA 30420~~

Consideration an appointment to the HOGA Regional Commission Aging Advisory Board

Commissioner Robinson made a motion to appoint Linda Coleman to the Aging Advisory Committee. Commissioner Thomas provided a second. The motion carried 4-0. (Exhibit B)

Consideration of a request to modify a tennis court at the recreation department for pickleball

This item was approved. The action taken is documented under Item 4. Citizens wishing to address the Board.

Consideration of approval of contract documents required for FY22 Health Insurance:

- Candler County Section 125 Premium Only plan document and summary plan description;
- FlexCare Group Billing Agreement;
- Meritain Health Third Party Administration proposal;
- KISx Card, LLC Business Associate Agreement and Card Agreement;
- Mutual of Omaha policy administration proposal and agreement;
- Sun Life Insurance Company of Canada application for Stop-Loss insurance
- Sun Life Insurance authorization for direct deposit

Commissioner Thomas made a motion to approve the contract documents required for FY22 Health Insurance. Commissioner Robinson provided a second. The motion carried 4-0. (Exhibit C)

Report from the Chairman

Chairman Thrift had nothing to report at this meeting.

Report from the Administrator

Mr. Aasheim requested the Commissioners input on considering revising the Jack Strickland Building rental agreement to possibly allow the law enforcement aspect to be waived for certain groups that would not require law enforcement. After some discussion, the Commissioners took no action to revise this rental agreement.

Report from the County Attorney

Mr. Gross was not present for this meeting.

Reports from the Commissioners

Commissioner Thomas representing Commission District 1 had nothing to report.

Vice-Chairman Jones representing Commission District 2 mentioned:

- o a blockage in a state highway pipe near Flynt Rock Road and Hwy 129
- o Repairs were made to Hendricks Road.
- o Excelsior Church Road Bridge Project
- o Jones Road
- o Turner Road Bridge
- o Speed limits near the four-way stop at Dutch Ford Road. Add to the July 6, 2021 meeting agenda.

Commissioner Robinson representing Commission District 3 had nothing to report.

Commissioner Hendrix representing Commissioner District 4 was not present at this meeting.

Executive Session – moved up on the agenda

Adjournment

Commissioner Thomas moved to adjourn the meeting at 6:38 p.m. Commissioner Robinson provided a second to the motion. The motion carried 4-0.



Maranda K. Lank, Clerk
Attest



Chairman, Glyn Thrift

BOARD OF COMMISSIONERS OF CANDLER COUNTY

Glyn Thrift
Chairman

Brad Jones
Vice-Chairman

Bryan Aasheim
County Administrator

Gregory Thomas
Commissioner

David Robinson
Commissioner

Blake Hendrix
Commissioner

CLOSED MEETING AFFIDAVIT

STATE OF GEORGIA
COUNTY OF CANDLER

AFFIDAVIT OF CHAIRMAN OR PRESIDING OFFICER

Glyn Thrift, Chairman of the Board of Commissioners of Candler County, being duly sworn, states under oath that the following is true and accurate to the best of his knowledge and belief:

1. The Board of Commissioners of Candler County met in a duly advertised meeting on June 21, 2021
2. During such meeting, the Board voted to go into closed session.
3. The executive session was called to order at 5:37 p.m.
- 4.

The subject matter of the closed portion of the meeting was devoted to the following matter(s) within the exceptions provided in the open meetings law:

- Consultation with the county attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the county or any officer or employee or in which the county or any officer or employee may be directly involved as provided in O.C.G.A. 50-14-2(1);
- Discussion of tax matters made confidential by state law as provided by O.C.G.A. 50-14-2(2);
- Discussion of the future acquisition of real estate as provided by O.C.G.A. 50-14-3(4);
- Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. 50-14-3(6);
- Other

This 21st day of June 2021.

Sworn to and subscribed before me
this 21st day of June 2021

Maramba K. Link
Notary Public



Glyn Thrift
Glyn Thrift, Chairman
Board of Commissioners of Candler County

1075 EAST HIAWATHA BLVD, SUITE A, METTER, GEORGIA 30439
(912) 685-2835 FAX (912) 685-4823

Exhibit A

County of Candler
State of Georgia

A RESOLUTION TO ADOPT THE FISCAL YEAR 2022 BUDGET FOR EACH FUND OF THE COUNTY OF CANDLER, GEORGIA, APPROPRIATING THE AMOUNTS SHOWN IN EACH BUDGET AS EXPENDITURES/EXPENSES, ADOPTING THE SEVERAL ITEMS OF REVENUE ANTICIPATIONS, AND PROHIBITING EXPENDITURES AND EXPENSES FROM EXCEEDING THE ACTUAL FUNDING AVAILABLE

WHEREAS, sound governmental operations require a budget in order to plan the financing of services for the residents of Candler County; and,

WHEREAS, Title 36, Chapter 81, Article 3 of the Official Code of Georgia Annotated (OCGA) requires a balance budget for the County’s fiscal year, which runs from July 1, 2021 to June 30, 2022; and,

WHEREAS, the Chairman and the Board of Commissioners of Candler County have reviewed the proposed FY2022 budget as presented; and,

WHEREAS, an advertised public hearing has been held on the FY2022 proposed budget, on June 7th, 2021, as required by State and Local Laws and regulations; and,

WHEREAS, each of these funds has a balanced budget, such that anticipated funding sources equal proposed expenditures or expenses; and,

WHEREAS, the Chairman and Board of Commissioners wishes to adopt this proposal as the Fiscal Year 2022 Annual Budget, effective from July 1, 2021 through June 30, 2022.

NOW THEREFORE BE IT RESOLVED, by the Chairman and Board of Commissioners of Candler County, Georgia, as follows:

Section 1. That the proposed Fiscal Year 2022 Budget, attached hereto and incorporated herein as part of this Resolution is hereby adopted as the Budget of Candler County, Georgia, for Fiscal Year 2022, which begins July 1, 2021 and ends on June 30, 2022.

Section 2. That the several items of revenues, other financial resources, and sources of cash shown in the budget for each fund in the amounts shown anticipated are hereby adopted, and that the several amounts shown in the budget for each fund as proposed expenditures or expenses, and uses of cash are hereby appropriated to the departments named in each fund.

Section 3. That the “legal level of control” as defined in OCGA § 36-81-2 is set at the department level, meaning that the County Administrator in his capacity as the Budget Officer is authorized to move appropriations from one line item to another within a department, but under no circumstances may expenditures or expenses exceed the amount appropriated for a department without a further budget amendment approved by the Board of Commissioners.

Section 4. That all appropriations shall lapse at the end of the fiscal year.

Section 5. That this Resolution shall be and remain in full force and effect from and after its date of adoption.

Adopted this 21st day of June, 2021.

COUNTY OF CANDLER, GEORGIA



By: Glyn Thrift, Chairman

This is to certify that I am County Clerk of Candler County, Georgia. As such I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.



Attest: Kellie Lank, County Clerk



Candler County
 FY22
Proposed
 County Budget

County General M&O Budget			
Fund #	Fund	Revenue	Expenditures
100	General	\$ 8,046,643.76	\$ 8,046,643.76
		-	-

Special Service District (Unincorporated Candler)			
Fund #	Fund	Revenue	Expenditures
270	Special Service	\$ 1,000,800.00	\$ 1,000,800.00
		-	-

Special Revenues Budget				
Fund #	Fund	Revenue	Expenditures	Surplus/(Deficit)
205	Law Library	\$ -	\$ -	\$ -
212	DATE	\$ 5,075	\$ -	\$ 5,075
215	E-911	\$ 182,500	\$ 182,500	\$ -
250	LMIG	\$ 406,287	\$ 406,287	\$ -
285	Jail	\$ -	\$ -	\$ -
320	2011 SPLOST	\$ -	\$ -	\$ -
321	2018 SPLOST	\$ 1,480,000	\$ 1,492,225	\$ (12,225)
335	T-SPLOST	\$ 949,359	\$ 970,084	\$ (20,725)
Totals	Special Revenues	\$ 3,023,221	\$ 3,051,096	\$ (27,875)

Total Candler County Budget			
	Revenue	Expenditures	Surplus/(Deficit)
Total Combined All Funds	\$ 12,070,665.01	\$ 12,098,539.77	\$ (27,874.76)

**FY22 CANDLER COUNTY
GENERAL FUND (100) TOTALS**

Division	Name	Requested	Admin Recmd	Proposed Budget	Adopted/		Requested vs.		2021 Approp
					Note	Recommended vs. FY21	FY2021	2021	
1100	Legislative	\$ 50,200.18	\$ 50,200.18	\$ 50,200.18		\$ (3,346.35)	\$ (3,346.35)	\$ 53,546.53	
1300	Executive	\$ 241,517.81	\$ 224,357.28	\$ 224,857.28		\$ 19,785.54	\$ 36,946.07	\$ 204,571.74	
1400	Elections	\$ 102,075.40	\$ 91,758.59	\$ 91,758.59		\$ 8,540.18	\$ 18,856.99	\$ 83,218.41	
1510	Administration	\$ 353,672.34	\$ 360,470.87	\$ 360,470.87		\$ 13,358.29	\$ 6,559.76	\$ 347,112.58	
1514	BOE	\$ 6,403.01	\$ 5,003.19	\$ 5,003.19		\$ (800.00)	\$ 599.82	\$ 5,803.19	
1535	IT Technology	\$ 163,000.00	\$ 164,000.00	\$ 164,000.00		\$ 6,893.00	\$ 5,893.00	\$ 157,107.00	
1545	Tax Commissioner	\$ 325,582.75	\$ 280,902.54	\$ 280,902.54		\$ 28,862.23	\$ 73,542.44	\$ 252,040.31	
1550	Tax Assessor	\$ 260,278.05	\$ 235,643.98	\$ 235,643.98		\$ 14,234.94	\$ 38,869.01	\$ 221,409.04	
1565	Public Buildings	\$ 222,668.00	\$ 222,668.00	\$ 222,668.00		\$ 590.00	\$ 590.00	\$ 222,078.00	
2150	Superior Court	\$ 212,724.34	\$ 209,768.34	\$ 209,768.34		\$ 2,680.00	\$ 5,636.00	\$ 207,088.34	
2180	Clerk of Court	\$ 257,305.83	\$ 228,313.08	\$ 228,313.08		\$ 34,909.89	\$ 63,902.64	\$ 193,403.19	
2300	State Court	\$ 112,693.99	\$ 112,693.99	\$ 112,693.99		\$ -	\$ -	\$ 112,693.99	
2400	Magistrate Court	\$ 104,461.15	\$ 94,725.74	\$ 94,725.74		\$ 6,955.91	\$ 16,691.32	\$ 87,769.83	
2450	Probate Court	\$ 168,880.31	\$ 149,974.58	\$ 149,974.58		\$ 17,172.87	\$ 36,078.60	\$ 132,801.71	
3300	Sheriff	\$ 1,677,941.92	\$ 1,451,040.67	\$ 1,451,040.67		\$ 190,390.56	\$ 417,291.81	\$ 1,260,650.11	
3326	Detention Center	\$ 657,286.00	\$ 697,403.41	\$ 697,403.41		\$ 75,852.90	\$ 35,735.49	\$ 621,550.51	
3600	EMS	\$ 1,230,966.16	\$ 1,099,877.08	\$ 1,099,877.08		\$ 106,037.77	\$ 237,126.85	\$ 993,839.31	
3700	Coroner	\$ 36,130.00	\$ 33,595.60	\$ 33,595.60		\$ 21,068.29	\$ 23,502.69	\$ 12,527.31	
3920	EMA	\$ 16,618.47	\$ 18,090.47	\$ 18,090.47		\$ 1,472.00	\$ -	\$ 16,618.47	
4200	Roads & Bridges	\$ 1,284,443.21	\$ 1,112,183.17	\$ 1,112,183.17		\$ 129,934.20	\$ 302,194.24	\$ 982,248.97	
4520	Collections	\$ -	\$ -	\$ -		\$ (2,500.00)	\$ (2,500.00)	\$ 2,500.00	
4530	Solid Waste	\$ 601,902.42	\$ 505,636.89	\$ 505,636.89		\$ (12,608.13)	\$ 83,557.40	\$ 518,245.02	
5550	Family Connections	\$ 50,000.00	\$ 50,000.00	\$ 48,000.00		\$ 2,000.00	\$ 2,000.00	\$ 48,000.00	
7130	AG Resources	\$ 78,438.00	\$ 78,438.00	\$ 78,438.00		\$ 12,136.98	\$ 12,136.98	\$ 66,301.02	
7450	Code Enforcement	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	
7460	Recreation	\$ 320,782.76	\$ 265,562.11	\$ 265,562.11		\$ 20,376.15	\$ 75,596.80	\$ 245,185.96	
8000	Debt Service	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00		\$ -	\$ -	\$ 25,000.00	
9000	Other	\$ 279,836.00	\$ 280,836.00	\$ 280,836.00		\$ 20,000.00	\$ 19,000.00	\$ 260,836.00	
		\$ 8,840,808.10	\$ 8,048,143.76	\$ 8,046,643.76		\$ 713,997.22	\$ 1,506,561.56	\$ 7,334,146.54	
FY2022 Projected Revenue			\$ 8,049,493.76	\$ 8,046,643.76					
Over/(Short)			\$ 1,350.00	\$ -					

-9.71%

Exhibit B

**Heart of Georgia Altamaha Regional Commission
Aging Advisory Committee Member Appointments**

Candler County Board of Commissioners hereby appoints the following two individuals to serve on the Heart of Georgia Altamaha RC Aging Advisory Committee for the **2022-2023** term (July 1, 2021 – June 30, 2023).

Name:	Linda Banks
Mailing Address:	1101 Coleman Road
City/State/Zip:	Cobbtown, GA 30420
Telephone:	912-685-3042
Email Address:	

Name:	Linda Coleman
Mailing Address:	17444 GA Hwy 57S
City/State/Zip:	Cobbtown, GA 30420
Telephone:	912-362-4716
Email Address:	lcoleman@candlercountyhospital.com



Person completing form

Please return by mail, fax, or email to:

**Lisa Livingston, AAA Director
Heart of Georgia Altamaha RC
331 West Parker Street
Baxley, Georgia 31513
FAX: 912-367-3640
Email: livingston@hogarc.org**

Exhibit C

***Plan Document and
Summary Plan Description for the
Candler County Board of Commissioners
Section 125 Premium Only Plan***

EFFECTIVE DATE: 07/01/2020

Introduction

Candler County Board of Commissioners (the "Employer" or "Company") is pleased to offer you this salary reduction plan. It is a valuable and important part of your overall compensation package. This document serves as the Plan document and the Summary Plan Description ("SPD") for the Candler County Board of Commissioners Section 125 Premium Only Plan ("the Plan").

The Plan is designed to permit eligible employees to pay for their share of premiums for the Benefit Programs shown in Appendix A on a pre-tax basis. Pre-tax dollars come out of your pay before federal income and Social Security taxes are withheld (and, in most states, before state and local taxes are withheld). This gives your contributions a special tax advantage and lowers the actual cost of participating in the Plan to you.

The Plan is intended to qualify as a "cafeteria plan" under Section 125 of the Internal Revenue Code (the "Code") and the regulations issued thereunder and shall be construed consistently with that intent.

You should keep this booklet in a safe and convenient place for future reference. This booklet includes important information about your elections for the Benefit Programs shown in Appendix A, including when you may change your elections. This booklet, however, does not address the eligibility rules, covered benefits and related procedures that apply to the Benefit Programs. You should review the documentation for those Benefit Programs (for example, insurance certificates or separate SPDs) for specific information about those covered benefits.

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Plan Overview

The Plan provides benefits to eligible employees and their dependents through qualified Benefit Programs. These Benefit Programs may be summarized in an insurance contract, a Summary Plan Description ("SPD"), and/or other governing documents. You will receive a separate SPD, where required, that describes the features of each Benefit Program included under this Plan.

Your Eligibility

You are eligible for the Plan if you are a full-time active employee.

Unless otherwise communicated to you in writing by the Company, the following individuals are not eligible for benefits: part-time employees, employees of a temporary or staffing firm, payroll agency or leasing organization, persons hired on a seasonal or temporary basis, independent contractors and other individuals who are not on the Company payroll, as determined by the Company.

The Employer's determination of eligibility is conclusive and binding for Plan purposes. No reclassification of a person's status, for any reason, by a third party (whether by a court, governmental agency or otherwise) will change a person's eligibility for benefits under the Plan.

Eligible Dependents

The definition of eligible dependents and other provisions, such as whether you may enroll your eligible dependents in a Benefit Program, are defined in the governing documents for each Benefit Program.

For purposes of the Plan, your child includes:

- your biological child;
- your legally adopted child (including any child lawfully placed for adoption with you);
- an eligible child for whom you are required to provide coverage under the terms of a Qualified Medical Child Support Order (QMCSO) or a National Medical Support Notice (NMSN).

If you have any questions regarding dependent coverage under a Benefit Program, check with the Insurer or Claims Administrator for that program.

When Coverage Begins

On or before the time you become eligible to participate in the Plan, you will be provided an Election Form, on which you may agree to convert a portion of your compensation to purchase one or more Benefit Programs. Your election will not be effective unless your completed Election Form that authorizes a reduction to your salary has been returned to the Plan Administrator. Your election will then continue until you change or discontinue it or become ineligible to participate in the Plan or a Benefit Program.

Unless otherwise stated in the governing documents for a Benefit Program, your coverage begins on the first day of employment. Coverage for your eligible dependents begins on the same day as your initial eligibility provided you enroll your dependents within 31 days of eligibility.

If you terminate employment and are subsequently rehired within ___ days, coverage under the Plan will begin as of your rehired date.

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Your Contribution for Coverage

Each year, the Employer will evaluate all costs and may adjust the cost of coverage during the next annual enrollment. Any required contribution amount will be provided to you by the Employer in your enrollment materials and on your Election Form which are incorporated herein by reference. You may also request a copy of any required contribution amounts from the Plan Administrator.

Enrolling for Coverage

Initial Enrollment

As a newly eligible employee, you will receive an Election Form and enrollment information when you first become eligible for benefits. For each Benefit Program, you will need to make your coverage elections by the deadline shown in your enrollment materials. When you enroll in the Plan, you authorize the Employer to deduct any required premiums from your pay through salary reduction. If you do not enroll in coverage when initially eligible, you will be deemed to have elected no coverage or the default coverage designated by the Employer for a Benefit Program.

The elections you make will remain in effect until the next June 30, unless a permitted election change event occurs (see below). Your insured benefits may have a different coverage period. Your enrollment materials and Election Form will tell you if a different 12-month coverage period applies to your elections for an insured benefit. After your initial enrollment, you will enroll during the designated annual open enrollment period.

Annual Open Enrollment Period

Each year during a designated open enrollment period, you will be given an opportunity to make your elections for the upcoming year. Your enrollment materials and Election Form will provide your share of the premium cost, as well as any default coverage you will be deemed to have elected if you do not make an election by the specified deadline. In general, the elections you make will take effect on July 1 and stay in effect through June 30, the Plan Year, unless you have a qualifying change in status. The Plan Year may differ from the policy year of an insured benefit. Your enrollment materials and Election Form will tell you if a different 12-month coverage period applies to your elections for an insured benefit.

Code Section 125 Status of Plan

This Plan is designed and administered in accordance with Section 125 of the Internal Revenue Code and underlying regulations. This enables you to pay your share of premiums for certain Benefit Programs on a pre-tax basis, as permitted by the Employer. Pre-tax dollars come out of your pay before federal income and Social Security taxes are withheld (and, in most states, before state taxes are withheld). This gives your contributions a special tax advantage and lowers the actual cost of participating in the Plan to you. Neither the Employer nor any fiduciary under the Plan will in any way be liable for any taxes or other liability incurred by you by virtue of your participation in the Plan.

Because of this favorable tax-treatment, there are certain restrictions on when you can make changes to your elections. Generally, your elections stay in effect for the Plan Year (or other 12-month period of coverage for an insured benefit, as designated in your enrollment materials and election form) and you can make changes only during an annual open enrollment period. However, if permitted by the Plan, you can make changes to your elections during the Plan Year

(or other 12-month coverage period) if a permitted election change event occurs (as described below) that allows the election change, as determined by the Plan Administrator.

When Coverage Ends

Except as otherwise provided in the insurance certificate, your coverage under this Plan ends on the last day of the month in which your employment terminates or upon your death, unless benefits are extended, such as when you take an approved leave of absence.

Coverage will also end for you and your covered dependents as of the date the Employer terminates this Plan or, if earlier, the effective date you request coverage to be terminated for you and/or your covered dependent.

Cancellation of Coverage

If you fail to pay any required premium for coverage under a Benefit Program, coverage for you and your covered dependents will be canceled for that Benefit Program and no claims incurred after the effective date of cancellation will be paid.

Coverage While Not at Work

In certain situations, coverage may continue for you and your dependents when you are not at work, so long as you continue to pay your share of the cost. If you take an unpaid leave of absence, you will need to make payment arrangements prior to the start of your leave. Generally, your payments will be made on an after-tax basis, unless you are on paid leave, in which case your premium payments will continue to be deducted on a pre-tax basis. You should discuss with Human Resources or your supervisor what options are available for paying your share of costs while you are absent from work.

If You Take a Leave of Absence (FMLA)

If you take an approved FMLA leave of absence, your coverage will continue for the duration of your leave, as long as you continue to pay your share of the cost as required under the Employer's FMLA Policy. Coverage for other benefits can be found in the insurance certificates for the respective Benefit Programs in which you have enrolled.

Administrative Information

The following sections contain legal and administrative information you may need to contact the right person for information or help. Although you may not use this information often, it can be helpful for future reference.

Plan Sponsor and Administrator

Candler County Board of Commissioners is the Plan Sponsor and the Plan Administrator for this Plan. You may contact the Plan Administrator at the following address and telephone number:

Plan Administrator

Candler County Board of Commissioners
1075 East Hiawatha Street Suite A
Metter, GA 30439
912-685-2835

The Plan Administrator will administer this Plan and will be the "Named Fiduciary" for the Plan. The Plan Administrator will have control of the day-to-day administration of this Plan and will serve without additional remuneration if such individual is an employee of the Employer. The Plan Administrator will have the following duties and authority with respect to the Plan:

- To prepare and file with governmental agencies all reports, returns, and all documents and information required under applicable law;
- To prepare and furnish appropriate information to eligible employees and Plan participants;
- To prescribe uniform procedures to be followed by eligible employees and participants in making elections, filing claims, and other administrative functions in order to properly administer the Plan;
- To receive such information or representations from the Employer, eligible employees, and participants necessary for the proper administration of the Plan and to rely on such information or representations unless the Plan Administrator has actual knowledge that the information or representations are false;
- To properly administer the Plan in accordance with all applicable laws governing fiduciary standards;
- To maintain and preserve appropriate Plan records; and

In addition, the Plan Administrator has the discretionary authority to determine eligibility under all provisions of the Plan; correct defects, supply omissions, and reconcile inconsistencies in the Plan; ensure that all benefits are paid according to the Plan; interpret Plan provisions for all participants and beneficiaries; and decide issues of credibility necessary to carry out and operate the Plan.

Plan Year

The Plan Year is July 1 through June 30.

Note: An insured benefit may use a policy year that differs from the Plan Year, with deductible and out-of-pocket expenses based on the policy year. Please refer to the insurance certificate and other materials provided by the Insurer to determine how the policy year impacts your benefits.

Identification Numbers

The Employer Identification Number (EIN) and Plan number for the Plan is:

EIN: 58-6000793 PLAN NUMBER: 501

Plan Funding and Type of Administration

Funding and administration of the Plan is as follows.

Type of Administration	The Plan is administered by the Employer through an arrangement with Insurers and third-party (claims) administrators. Insured benefits will be payable solely by the Insurer.
Funding	The Employer and employees both contribute to the Plan. Premiums are paid to the Insurers for fully insured Benefit Programs and benefits will be paid by the Insurer in accordance with the applicable insurance contract/policy.

Agent for Service of Legal Process

Service of Legal Process may be served upon:

Candler County Board of Commissioners
1075 East Hiawatha Street Suite A
Metter, GA 30439
912-685-2835

No Obligation to Continue Employment

The Plan does not create an obligation for the Employer to continue your employment or interfere with the Employer's right to terminate your employment, with or without cause.

Severability

If any provision of this Plan is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall continue to be fully effective.

Expenses

All expenses incurred in connection with the administration of the Plan, will be paid by the Plan except to the extent that the Employer elects or is required by law to pay such expenses.

Indemnity

To the full extent permitted by law, the Employer will indemnify the Plan Administrator and each other employee who acts in the capacity of an agent, delegate, or representative ("Plan Administration Employee") of the Plan Administrator against any and all losses, liabilities, costs and expenses incurred by the Plan Administration Employee in connection with or arising out of any pending, threatened, or anticipated action, suit or other proceeding in which the Employee may be involved by having been a Plan Administration Employee.

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Claims and Appeals

The claims procedures, including the time frames for submitting claims, are set forth in the governing documents for each Benefit Program.

Compliance with State and Federal Mandates

Each Benefit Program will comply to the extent possible with the requirement of all applicable laws, including but not limited to: ERISA, COBRA, USERRA, HIPAA, the Newborns' and Mothers' Health Protection Act of 1996 (NMHPA), the Women's Health and Cancer Rights Act of 1998, FMLA, the Mental Health Parity and Addiction Equity Act of 2008, PPACA, HITECH, Michelle's Law (if applicable), and Title I of GINA (prohibiting the use of genetic information to discriminate with respect to health insurance premiums, contributions or other restricted purposes).

Refund of Premium Contributions

The Plan will comply with DOL guidance regarding refunds (e.g., dividends, demutualization, experience adjustments, and/or medical loss ratio rebates) of insurance premiums. Where any refund is determined to be a plan asset to the extent amounts are attributable to participant contributions, such assets will be: 1) distributed to current plan participants within 90 days of receipt, 2) used to reduce participants' portion of future premiums under the Plan (e.g., premium holiday); or 3) used to enhance future benefits under the Plan. Such determination will be made by the Plan Administrator, acting in its fiduciary capacity, after weighing the costs to the Plan and the competing interest of participants, provided such method is reasonable, fair, and objective.

Nondiscrimination

The Plan is intended to be nondiscriminatory under Code Section 125. Code Section 125 prohibits discrimination in favor of highly compensated individuals with respect to eligibility to participate, highly compensated participants with respect to benefits and contributions and key employees with respect to total Plan contributions. If the Plan Administrator determines, at any time, that the Plan may fail to satisfy these nondiscrimination requirements, the Plan Administrator may take such action as it deems appropriate to comply with the nondiscrimination requirements. This action may include, for example, modifying the elections of highly compensated or key employees without their consent.

No Guarantee of Tax Consequences

Neither the Plan Administrator nor the Employer makes any representation, guarantee or warranty that any amount paid as premiums or distributed as benefits under the Plan will be excludable from your gross income for federal or state income tax purposes (or that any other state or federal tax treatment will apply or be available to you). It is your responsibility to determine whether payments are excludable from your gross income for federal and state income tax purposes.

Future of the Plan

The Employer expects that the Plan will continue indefinitely. However, the Employer has the sole right to amend, modify, suspend, or terminate all or part of the Plan at any time.

The Employer may also change the level of benefits offered under the Plan at any time. Once a change is made, there are no rights to benefits based on earlier Plan provisions.

Definitions

Dependent

The definition of a dependent is defined in the insurance certificate and other governing documents provided for each Benefit Program.

Employee

A person who is a full time employee and who is regularly scheduled to work for the Employer in an employer-employee relationship. The definition of an eligible employee is defined in the Plan Overview.

Election Form

The form used by employees to elect to participate in a Benefit Program and to authorize salary reduction for payment of premiums for such Benefit Program, where applicable.

Insurer

Any insurance company that fully insures (or partially insures) any benefit provided by this Plan or any Benefit Program.

Leased Employee

Leased employee as defined in the Internal Revenue Code, section 414(n), as amended.

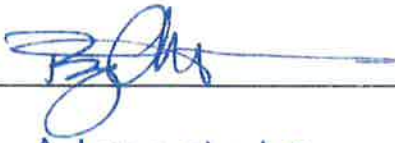
Participant

An eligible employee who elects to participate in the Plan by completing the necessary Election Form on a timely basis, as provided by the Plan Administrator.

Adoption of the Plan

The Candler County Board of Commissioners Section 125 Premium Only Plan, effective 07/01/2020, as amended and restated herein, is hereby adopted as of 07/01/2020. This document constitutes the basis for administration of the Plan.

IN WITNESS WHEREOF, the parties have caused this document to be executed on this 21ST day of JUNE, 2021

BY:  _____

TITLE: Administrator _____

APPENDIX A

Benefit Programs Available

You will be able to choose to participate in one or more of the following Benefit Programs by indicating your choice or choices on the Election Form provided to you, and by agreeing to finance your share of the cost by salary reduction. Depending on the Benefit Programs offered by your Employer and each Benefit Program's eligibility rules, you may select a combination of these qualified benefits that best suit your needs.

The specific benefits available under each Benefit Program will be determined by the respective governing documents. A Benefit Program may vary from year to year. For details regarding eligibility, benefit amounts, and premium schedules, you should refer to the materials provided for each Benefit Program. The Plan Administrator will provide you with information on each of the applicable Benefits Programs prior to your decision to elect to pay for a Benefit Program through salary reduction.

The qualified Benefit Programs offered under the Plan are:

- Group Health Insurance (includes Prescription Drug coverage)
- Group Dental Insurance
- Group Vision Insurance



GROUP BILLING AGREEMENT

Email completed form to: Karla@FlexCare.com

Employer Name	Employer Tax ID/EIN	Effective Date
Candler County Board of Commissioner	58-6000793	7/1/2021
Mailing Address	City	State
1075 E. Hiawatha Street	Metter	GA
		Zip Code
		30439

GROUP CONTACTS: Admin/HR contacts will have full access to add/change/terminate employees as well as billing access. Billing only contacts will receive only the electronic monthly invoice - they will not be able to view or modify eligibility.

1. Main HR/Admin Contact - Name	1. Phone	1. Email Address
Bryan Aasheim	9126852835	baasheim@CANDLER-GA.gov
2. Secondary HR/Admin Contact -Name	2. Phone	2. Email Address
Crystal Rader	9126852835	ccarter@CANDLER-GA.gov
3. Billing Only Contact - Name	3. Phone	3. Email Address
4. Secondary Billing Only Contact - Name	4. Phone	4. Email Address

MEMBERSHIP PROGRAM:

- Employer Paid
- Voluntary

MEMBERSHIP KITS:

Mailed to individual employees' home addresses

- Bulk shipped to employer

PAYMENT METHOD:

- ACH Payment (*preferred*)
- Paper check mailed to FlexCare

MEMBERSHIP PROGRAM:

\$0 consult fee telemedicine, with \$0 Dermatology and Behavioral Health

\$4.00 PEPM

2 year rate guarantee

AGREEMENT:

FlexCare will bill Employer for all active employee lives (memberships) enrolled on the first day of each month. Employer agrees to remit payment on or before the twentieth (20th) day of each month, following receipt of the bill from FlexCare.

If Employer fails to remit payment by such date, FlexCare may notify Employer in writing of such failure to pay, warning Employer if payment in full is not received within five (5) days from date of notice, FlexCare may elect, without further notice, to suspend employees' access to the FlexCare Membership Services pending receipt of payment in full. Termination of this Employer Agreement does not relieve Employer of the obligation to pay all outstanding monies due.

Employer acknowledges and agrees they will share in the responsibility for marketing the plan to its employees and is offering the membership program as defined herein. Employer agrees it will not recreate FlexCare materials without written FlexCare permission.

Employer has the right to discontinue FlexCare program after 12 months of coverage with sixty (60) days advance notice. Failure to provide sixty (60) day notice of termination will result in a \$2.00 PEPM that will be added to the final billing.

Early termination of agreement (within the first 12 months) will result in a one-time \$7.50 per employee termination fee. If early termination fee is not received within 45 days of notification, a 15% monthly service fee will be assessed until payment is made in full.

The undersigned Employer agrees to the conditions noted above and assumes no liability other than as noted.

Signature:

Date

06/14/2021

Print Name

Bryan Aasheim

Title

County Administrator



Client Information

Client Legal Information	
Group legal name:	Candler County Board of Commissioners
Group name to be printed on ID cards: <small>(If different than Group Legal Name)</small>	
Address	1075 East Hiawatha Street <small>If P.O. Box, please also provide the physical street address:</small>
City, State, Zip:	Metter, GA 30439
General business phone number:	912
Federal Tax ID number: <small>(Include all TIDs covered under the plan)</small>	58-6000793
Standard Industry Class (SIC) code:	9111 (National business code listing, 4 digit numeric code)
Nature of business (brief description):	County Government
IRS Plan Number (used in filing 5500):	501 (Located in current plan document; typically 501, 502, etc.)
Business type:	<input type="checkbox"/> Single employer <input type="checkbox"/> MEWA <input type="checkbox"/> Association <input type="checkbox"/> Publicly Held <input type="checkbox"/> Tribal group <input checked="" type="checkbox"/> Government <input type="checkbox"/> Religious plan <input type="checkbox"/> Multi-employer trust <input type="checkbox"/> Trust <input type="checkbox"/> Union
Profit/Non Profit	<input type="checkbox"/> For profit <input checked="" type="checkbox"/> Not for profit
Are you required to comply with Section 1557 non-discrimination requirements? <i>Refer to the Glossary(1) below for details and applicability</i>	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes** ** If you have answered yes to this question, please provide a copy of your notice and taglines. These are required to be added to significant documents that we produce on your behalf for your members.
Employees	Total number of full time/ full time equivalent employees: 82 Total number of covered lives on Medical plan: 71 Total number of covered lives on Dental plan (if applicable): Total number of covered lives on Flex plan (if applicable):

Client Contact Information

Please provide the Contact information for the people we will interact with; Note: Only one person may be the Primary contact for each section. Refer to the Glossary(2) below for definitions of each contact type.

CONTACT #1: Name: Bryan Aasheim Title: County Administrator
 Telephone: 912-685-2835 Fax: Email: baasheim@candlerco-ga.gov

Primary Contact for:

Implementation Privacy officer Executive Plan Administrator Eligibility Claims
 Case Management HR/Benefit Mgr Web portal Billing Funding Flex Flex Eligibility

Additional Contact for:

Implementation Privacy officer Executive Eligibility Claims Flex
 Case Management HR/Benefit manager Web portal Billing Funding Flex Eligibility

CONTACT #2: Name: Crystal Rader Title: Human Resources
 Telephone: 912-685-2835 Fax: Email: ccarter@candlerco-ga.gov

Primary Contact for:

- Implementation Privacy officer Executive Plan Administrator Eligibility Claims
 Case Management HR/Benefit Mgr Web portal Billing Funding Flex Flex Eligibility

Additional Contact for:

- Implementation Privacy officer Executive Eligibility Claims Flex
 Case Management HR/Benefit manager Web portal Billing Funding Flex Eligibility

CONTACT #3: Name: Paul Collins Title: Broker
 Telephone: 912-489-3716 Fax: 912-764-7020 Email: paul.collins@assuredpartners.com

Primary Contact for:

- Implementation Privacy officer Executive Plan Administrator Eligibility Claims
 Case Management HR/Benefit Mgr Web portal Billing Funding Flex Flex Eligibility

Additional Contact for:

- Implementation Privacy officer Executive Eligibility Claims Flex
 Case Management HR/Benefit manager Web portal Billing Funding Flex Eligibility

CONTACT #4: Name: Title:
 Telephone: Fax: Email:

Primary Contact for:

- Implementation Privacy officer Executive Plan Administrator Eligibility Claims
 Case Management HR/Benefit Mgr Web portal Billing Funding Flex Flex Eligibility

Additional Contact for:

- Implementation Privacy officer Executive Eligibility Claims Flex
 Case Management HR/Benefit manager Web portal Billing Funding Flex Eligibility

General Information

Fiscal plan year: The 12 month period upon which the Form 5500 is based on and filed. If a small group that does not file a form 5500, the plan year must still be a 12 month period.	Fiscal plan year: 07/01 Typically, this is the 12 month period beginning either: 1) the date open enrollment elections are effective or 2) the date the group normally makes the benefit changes.
Stop Loss Plan year: The period upon which the stop loss contract is based.	Stop loss plan year: 07/01
Benefit Plan year: The period upon which the deductible/out-of-pocket maximums are based.	Benefit plan year: <input checked="" type="checkbox"/> Calendar Year (Jan 1-Dec 31) <input type="checkbox"/> Other - Indicate dates (Ex: March 1- Feb.29):
Is group ERISA or non-ERISA?	<input checked="" type="checkbox"/> ERISA <input type="checkbox"/> Non-ERISA
Are collectively bargained (union) employees covered?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Was your prior plan self funded?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, what is the original effective date of the self-funded plan?

<p>How will the plan(s) be funded?</p>	<input checked="" type="checkbox"/> General assets <input type="checkbox"/> Trust – Please also provide the following information:			
	<p>Trustee(1):</p> <p>Address:</p> <p>Phone:</p>	<p>Trustee(2):</p> <p>Address:</p> <p>Phone:</p>	<p>Trustee(3):</p> <p>Address:</p> <p>Phone:</p>	<p>Trustee(4):</p> <p>Address:</p> <p>Phone:</p>
<p>How many medical plan options do you have?</p>	<p>Plan Name(1): 2500/20%</p> <p>Plan Type: POS</p> <p>Plan Status: Non-Grandfathered <i>Please refer to the Glossary (3) below for more information.</i></p> <p>Confirm plan meets the ACA Minimum Value requirements: Yes <i>Please refer to the Glossary (4) below for more information.</i></p> <p>Confirm plan meets the ACA Affordability requirements: Yes <i>Please refer to the Glossary (4) below for more information.</i></p>	<p>Plan Name(2): 1000/20%</p> <p>Plan Type: POS</p> <p>Plan Status: Non-Grandfathered <i>Please refer to the Glossary (3) below for more information.</i></p> <p>Confirm plan meets the ACA Minimum Value requirements: Yes <i>Please refer to the Glossary (4) below for more information.</i></p> <p>Confirm plan meets the ACA Affordability requirements: Yes <i>Please refer to the Glossary (4) below for more information.</i></p>	<p>Plan Name(3):</p> <p>Plan Type: Choose Plan Type</p> <p>Plan Status: Choose Plan Status <i>Please refer to the Glossary (3) below for more information.</i></p> <p>Confirm plan meets the ACA Minimum Value requirements: Choose ACA status <i>Please refer to the Glossary (4) below for more information.</i></p> <p>Confirm plan meets the ACA Affordability requirements: Choose ACA status <i>Please refer to the Glossary (4) below for more information.</i></p>	<p>Plan Name(4):</p> <p>Plan Type: Choose Plan Type</p> <p>Plan Status: Choose Plan Status <i>Please refer to the Glossary (3) below for more information.</i></p> <p>Confirm plan meets the ACA Minimum Value requirements: Choose ACA status <i>Please refer to the Glossary (4) below for more information.</i></p> <p>Confirm plan meets the ACA Affordability requirements: Choose ACA status <i>Please refer to the Glossary (4) below for more information.</i></p>
<p>Notes:</p>				
<p>Will Meritain Health be mirroring your prior plan(s)?</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Please note any major changes:			
<p>Do you have a Wrap Plan Document?</p> <p>A Wrap Plan Document is one that combines or “wraps around” all of the health and welfare benefits that an employer offers (not just those Meritain administers). It can include medical, dental, disability, life coverages, etc. along with things like the fiduciary, who is responsible for plan assets, etc.</p>	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes* <i>*If there is a wrap document in place, Meritain will create a condensed benefit document. Due to potential overlap or conflict with the terms and provisions, we do not supply a full Plan Document (PD) or Summary Plan Description (SPD).</i>			
<p>If multiple plan options, will separate Plan Documents be required?</p>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes – Please advise on how many separate plan documents:			

<p>Is Meritain Health administering dental and/or vision benefits?</p>	<p>Meritain Health administers Dental: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Meritain Health administers Vision: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes</p> <p>If yes, are either benefits bundled with medical or is a separate election required? Medical/Dental: <input type="checkbox"/> Bundled <input type="checkbox"/> Separate Medical/Vision: <input type="checkbox"/> Bundled <input type="checkbox"/> Separate</p> <p>If coverage is provided for dependent children, is the eligibility for medical coverage the same as the eligibility for dental and/or vision? <input type="checkbox"/> Yes <input type="checkbox"/> No – Please explain separate eligibility details: Note: Eligibility for dental/vision can only be different if the dental/vision benefits are HIPAA excepted benefits. To be HIPAA excepted, enrollment for the dental/vision coverage must be elected independently from the member's enrollment in the medical plan.</p>
<p>What is the precertification penalty? This is a reduction of benefits by a dollar amount or percentage if failure to pre-cert occurs.</p>	<p><input type="checkbox"/> None <input type="checkbox"/> Dollar amount \$ <input type="checkbox"/> Percentage Amount % <input checked="" type="checkbox"/> Other: Non Payment</p>
<p>What is the time frame for notification on precertification? (Ex: 48 hours prior to procedure; 48 hours after if emergency)</p>	<p>48 hours prior before Elective/Scheduled service; 48 hours after Emergency admission</p>
<p>What services require precertification? Please note: while the precertification requirements requested will be established for the plan, based on the time of month in which they are determined, there could be a delay in actual roll out. In those situations precertification will be done on any requested procedure.</p>	<p><input type="checkbox"/> No precertification <input checked="" type="checkbox"/> Follow Meritain Model Precert list:</p> <p>All Inpatient Admissions</p> <ul style="list-style-type: none"> • Acute • Long-Term Acute Care • Rehabilitation • Mental Health / Substance Use Disorder • Transplant • Skilled Nursing Facility • Residential Treatment Facility <p>Outpatient – Surgery</p> <ul style="list-style-type: none"> • Breast & bone marrow biopsy • Biopsies (excluding skin) • Vascular Access Devices for the Infusion of Chemotherapy (including, but not limited to, PICC and Central Lines) • Thyroidectomy, Partial or Complete • Open Prostatectomy • Creation and Revision of Arteriovenous Fistula (AV Fistula) or Vessel to Vessel Cannula for Dialysis • Oophorectomy, unilateral and bilateral • Back Surgeries and hardware related to surgery • Osteochondral Allograft, knee • Hysterectomy (including prophylactic) • Autologous chondrocyte implantation, Carticel • Transplant (excluding cornea) • Balloon sinuplasty • Sleep apnea related surgeries, limited to: <ul style="list-style-type: none"> ○ Radiofrequency ablation (Coblation, Somnoplasty) ○ Uvulopalatopharyngoplasty (UPPP), including laser-assisted procedures • Potentially Cosmetic Procedures, such as, but not limited to: <ul style="list-style-type: none"> ○ Abdominoplasty ○ Cervicoplasty (neck lift) ○ Liposuction/lipectomy ○ Mammoplasty, augmentation and reduction (includes removal of implant) ○ Morbid obesity procedures ○ Septoplasty <p>Outpatient – Diagnostic Services</p> <ul style="list-style-type: none"> • CT for non-orthopedic • MRI for non-orthopedic • PET

	<ul style="list-style-type: none"> • Capsule endoscopy • Genetic Testing, including BRCA • Sleep Study <p>Outpatient – Continuing Care Services</p> <ul style="list-style-type: none"> • Dialysis • Chemotherapy, Radiation Therapy • Oncology related injections and infusions that cost \$2000 or more per drug per month • Hyperbaric Oxygen • Home Health Care • Durable Medical Equipment, limited to electric/motorized scooters or wheelchairs <p>Experimental / Investigational Procedures</p> <ul style="list-style-type: none"> • Precertification for Inpatient and Outpatient procedures that could be considered Experimental / Investigational <p><input checked="" type="checkbox"/> Include High Cost Drug Management program (Hourly rates apply)</p> <ul style="list-style-type: none"> • All injectables (excluding vaccinations) – that cost \$2,000 or more per drug per month. • Infusions (excluding antibiotics and oncology related infusions) – that cost \$2,000 or more per drug per month. <p><input type="checkbox"/> If not following the Meritain Model Precert list, please indicate any changes or additional items below (additional fees may apply):</p>
<p>Do one or more plans have 4th quarter carryover? <i>(Please confirm for all plans)</i></p> <p>Note: 4th quarter carryover into the current year is the last 3 months of the prior plan year; Not always Oct, Nov, Dec.</p>	<p>Deductible carryover: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes – List all applicable plans:</p> <p>Out-Of-Pocket carryover: <input type="checkbox"/> No <input type="checkbox"/> Yes – List all applicable plans:</p>
<p>If Meritain Health will begin administration of this plan mid-plan year, will deductible and/ or out-of-pocket credit given?</p>	<p>Deductible: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes</p> <p>Out-of-pocket: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes</p>
<p>Do you want to include a Transition Of Care (TOC) provision in the plan?</p> <p>Including TOC will allow members who are currently undergoing a course of treatment from a physician that is in their current network, but will be OON under the Meritain PPO network, to receive services paid at In-Network level for a period of time.</p> <p>This will only apply to members active during the Meritain transition.</p> <p>Although the physician is not in the Primary PPO network, Meritain will work with our "blind networks" behind the scenes to obtain a discount.</p>	<p>Include Transition of Care provision?: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes</p> <p>If Yes, Transition of Care Timeframe is allowed for care:</p> <ul style="list-style-type: none"> <input type="checkbox"/> 90 days (3 months) <input checked="" type="checkbox"/> 180 days (6 months) – Default/Standard <input type="checkbox"/> 270 days (9 months) <input type="checkbox"/> 365 days (12 months) <input type="checkbox"/> Unlimited <input type="checkbox"/> Other - <p><i>Examples of medical conditions appropriate for consideration for transitional care include, but are not limited to:</i></p> <ol style="list-style-type: none"> <i>(1) Cancer if under active treatment with chemotherapy and/or radiation therapy.</i> <i>(2) Organ transplant patients if under active treatment (seeing a Physician on a regular basis, on a transplant waiting list, ready at any time for transplant).</i> <i>(3) If the Covered Person is Inpatient in a Hospital on the effective date.</i> <i>(4) Post acute Injury or Surgery within the past 3 months.</i> <i>(5) Pregnancy in the second or third trimester and up to 8 weeks postpartum.</i> <i>(6) Behavioral Health – any previous treatment.</i>

HRA Plan Information	
Does your plan offer an HRA? <i>(Health Reimbursement Account)</i>	<input checked="" type="checkbox"/> No (skip to next section) <input type="checkbox"/> Yes – Other Vendor administers (skip to next section) <input type="checkbox"/> Yes – Meritain administers; Please complete the additional questions below
HRA Benefit Amounts	\$ Single \$ Family \$ Other tiers:
What benefits will the HRA cover?	<input type="checkbox"/> Deductible <input type="checkbox"/> Coinsurance <input type="checkbox"/> Copays <input type="checkbox"/> Rx <input type="checkbox"/> Dental <input type="checkbox"/> Vision <input type="checkbox"/> Above Usual & Customary (U&C) <input type="checkbox"/> All 213d (including OTC) <input type="checkbox"/> Other:
Who are the HRA dollars paid to?	<input type="checkbox"/> Provider <input type="checkbox"/> Member (EE)
If paid to member, will the claims be automatically paid or require member submission for reimbursement?	<input type="checkbox"/> Auto pay <input type="checkbox"/> Submission required
HRA benefits are based on a Plan year or Calendar Year?	<input type="checkbox"/> Calendar Year <input type="checkbox"/> Plan Year dates of:
Does the plan allow HRA dollars to carry over into the next year? *If yes, be aware we will need to request HRA balances from the prior administrator.	<input type="checkbox"/> No <input type="checkbox"/> Yes* – allow % of the balance If Yes, is there a maximum dollar amount that can carryover? <input type="checkbox"/> No <input type="checkbox"/> Yes – allow max \$ <input type="checkbox"/> Yes* – allow a maximum dollar amount \$
Does the HRA Plan include a dollar amount the Member must pay before the HRA dollars will be paid out (Bridge amount)?	<input type="checkbox"/> No <input type="checkbox"/> Yes – Member must first pay \$
Is there an interest in a Debit Card for the HRA benefits?	Note: Not all plans are eligible due to plan design variation – the availability of this options will be reviewed on our initial implementation call <input type="checkbox"/> No <input type="checkbox"/> Yes
QHDHP & HSA Information	
Are any medical plans a QHDHP (Qualified High Deductible Health Plan)? e.g., should employees be eligible to open and/or contribute to an HSA (Health Savings Account)	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes – Meritain partners with our HSA vendor to open HSA bank accounts <input type="checkbox"/> Yes – Other Vendor administers the HSA or the Employee is required to open their own HSA bank account (if they choose). Important Note: A Qualified HDHP is defined by federal regulation, and is determined by minimum annual deductible and maximum out-of-pocket amounts. If you have identified that the plan is a QHDHP, because of the number of rules that apply to QHDHPs, we suggest that you familiarize yourself with the federal guidelines to ensure that your plan meets all requirements. Below are links to sites to assist you: https://www.irs.gov/pub/irs-drop/n-04-2.pdf https://www.irs.gov/publications/p969/ar02.html
Is there a Debit Card for the HSA benefits?	<input type="checkbox"/> No <input type="checkbox"/> Yes
Flex Plan Information	
Does your plan offer a FSA? <i>(Flexible Spending Account)</i>	<input checked="" type="checkbox"/> No (skip to next section) <input type="checkbox"/> Yes – Other Vendor administers (skip to next section) <input type="checkbox"/> Yes – Meritain administers; Please complete the additional questions below
Which of the following benefits does your plan offer?	<input type="checkbox"/> Health Care <input type="checkbox"/> Limited FSA <input type="checkbox"/> Dependent Care <input type="checkbox"/> Parking <input type="checkbox"/> Transit

<p>Flex Plan year dates (Note: The client's plan year is the 12-month period in which the client lists on the Form 5500 filed with the DOL.)</p>	<p><input type="checkbox"/> Calendar Year (Jan 1-Dec 31) <input type="checkbox"/> Other – Indicate dates (Ex: March 1- Feb.29):</p>
<p>Reimbursement Option Preference:</p>	<p>Note: Not all plans are eligible due to plan design variation – the availability of these options will be reviewed on our initial flex implementation call <input type="checkbox"/> Debit Card Feature OR; <input type="checkbox"/> Auto Reimbursement Feature (for Meritain administered benefits only)</p>
<p>Does your plan offer Direct Deposit Reimbursement for Members?</p>	<p><input type="checkbox"/> No <input type="checkbox"/> Yes – If yes, is Direct Deposit mandatory? <input type="checkbox"/> No <input type="checkbox"/> Yes</p>
<p>Does your plan offer one the following features? <i>Please refer to the Glossary (5 and 6) below for more information on what this means.</i></p>	<p>Note: A plan cannot have the grace period and the carryover on the same plan year <input type="checkbox"/> Grace Period Grace Period End Date (this time limit cannot exceed 2 months and 15 days) OR; <input type="checkbox"/> Carry-Over (Maximum allowed \$500)</p>
<p>What are your plan's Minimum and Maximum Benenfits?</p>	<p><input type="checkbox"/> Health Care: (Maximum allowed \$2,700 annually) <input type="checkbox"/> No Minimum or Minimum / Maximum <input type="checkbox"/> Limited FSA: (Maximum allowed \$2,700 annually) <input type="checkbox"/> No Minimum or Minimum / Maximum <input type="checkbox"/> Dependent Care: (Maximum allowed \$5,000 annually) <input type="checkbox"/> No Minimum or Minimum / Maximum <input type="checkbox"/> Parking: (Maximum allowed \$255 per month) <input type="checkbox"/> No Minimum or Minimum / Maximum <input type="checkbox"/> Transit: (Maximum allowed \$255 per month) <input type="checkbox"/> No Minimum or Minimum / Maximum</p>
<p>What is the last day to file claims year end? <i>Please refer to the Glossary (7) below for more information on what this means.</i></p>	<p>Note: Applicable to FSA and Dependent care, Parking and Transit will be reviewed during initial flex implementation call <input type="checkbox"/> 30 days <input type="checkbox"/> 60 days <input type="checkbox"/> 90 days Other</p>
<p>What is the run-out period for terminated members?</p>	<p><input type="checkbox"/> 30 days from termination <input type="checkbox"/> 60 days from termination <input type="checkbox"/> 90 days from termination <input type="checkbox"/> Same as active members Other</p>
<p>COBRA Information</p>	
<p>Who is administering COBRA?</p>	<p><input checked="" type="checkbox"/> Meritain Health – Please complete the information below <input type="checkbox"/> Other Administrator – Please provide applicable contact information below, then skip to next section: Company name: Address: Contact name: Phone: Website:</p>

<p>If Meritain Health is administering COBRA, please provide the following:</p>	<p>Meritain Health administering COBRA for the following benefits: <input checked="" type="checkbox"/> Medical <input checked="" type="checkbox"/> Dental <input checked="" type="checkbox"/> Vision <input type="checkbox"/> Other:</p> <p>Current COBRA participants? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes – How many? 1 Current termed members in election period? <input type="checkbox"/> No <input type="checkbox"/> Yes – How many?</p> <p>Date current COBRA Rates took effect: Will rates be changing? <input type="checkbox"/> No <input type="checkbox"/> Yes –If yes, indicate: Who will calculate the new rates? Date New rates will be effective: Who will notify members of rate change?</p> <p>Does the group charge 150% for Disability Extension? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes</p> <p>Are any current participants approved for a COBRA disability extension? <input type="checkbox"/> No <input type="checkbox"/> Yes</p> <p>Does the group cover/pay the monthly premiums for any current COBRA participants? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes – Please provide the Name & Duration the premiums will be paid for each applicable participant:</p>
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Eligibility Information

Class status: (check all that apply)	<input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Hourly <input type="checkbox"/> Salary <input type="checkbox"/> Other:
Minimum hours:	30 Per week and/or Per payroll
Waiting period:	30 <input checked="" type="checkbox"/> Days <input type="checkbox"/> Months
Coverage effective date:	<input type="checkbox"/> Day following waiting period <input checked="" type="checkbox"/> First of the month following waiting period <input type="checkbox"/> First of the month coinciding with waiting period <input type="checkbox"/> Date of hire
Employee coverage termination date:	<input type="checkbox"/> Date of Termination <input checked="" type="checkbox"/> End of Month
Spouse termination date:	<input checked="" type="checkbox"/> Date Ineligible <input type="checkbox"/> End of the Month <input type="checkbox"/> Other:
Dependent Child termination date: Note: This provision does not apply when due to Employee termination. This applies when the child ceases to meet the eligibility requirements of the plan (ex: over the age limit); Dependent coverage must be extended to <i>at least</i> the end of the month. Refer to the Glossary (8) below for more information.	<input checked="" type="checkbox"/> End of the Month <input type="checkbox"/> End of the Cal Year <input type="checkbox"/> Other: * *Reminder: Plans can no longer terminate a dependent child as of their ineligible status date.
Enrollment submission for new hires or qualified changes must be submitted within how many days after initial eligibility?	<input type="checkbox"/> 30 days after initial eligibility <input checked="" type="checkbox"/> 31 days after initial eligibility
Is enrollment required for a newly acquired dependent? (Ex: birth, marriage, etc.)	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes

<p>Is there a rehire provision?</p>	<p><input type="checkbox"/> No <input checked="" type="checkbox"/> Yes - please explain (Ex: if rehired within 60 days): If rehired within 30 days, reinstated with no lapse in coverage; 30-60 days-reinstated on the 1st of the month following date of rehire; 60+ days, must fulfill waiting period.</p> <p>What is the coverage effective date for the rehire?</p> <p><input type="checkbox"/> Date of rehire <input type="checkbox"/> First of the month following rehire <input type="checkbox"/> First of the month coincident with or following rehire</p> <p>Will the rehire receive deductible/out-of-pocket credit for what was previously met?</p> <p><input type="checkbox"/> No <input type="checkbox"/> Yes If yes: <input type="checkbox"/> Deductible, <input type="checkbox"/> Out-of-pocket or <input checked="" type="checkbox"/> Both</p>
<p>Retirees eligible:</p>	<p><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes – Please complete the following:</p> <p>Are retiree benefits the same as active employees? <input type="checkbox"/> No <input type="checkbox"/> Yes If no, please explain:</p> <p>Are there age and/ or service requirements? <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, please explain:</p> <p>When does coverage for a retiree end?</p> <p><input type="checkbox"/> Upon age 65 <input type="checkbox"/> End of the month reaching age 65 <input type="checkbox"/> N/A- Plan is secondary to Medicare <input type="checkbox"/> Other:</p>
<p>Domestic partners eligible:</p>	<p><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes – Please advise: <input type="checkbox"/> Same Sex <input type="checkbox"/> Opposite Sex <input type="checkbox"/> Both</p> <p>If yes, is COBRA offered to the domestic partner and/or dependents of the domestic partner? <input type="checkbox"/> No <input type="checkbox"/> Partner <input type="checkbox"/> Dependents <input type="checkbox"/> Both</p> <p>If yes, is COBRA offered upon termination of Partnership? <input type="checkbox"/> No <input type="checkbox"/> Yes</p>
<p>Children covered as dependents:</p>	<p><input type="checkbox"/> No Dependent Coverage <input checked="" type="checkbox"/> Natural child <input checked="" type="checkbox"/> Adopted <input checked="" type="checkbox"/> Step child <input checked="" type="checkbox"/> When employee is legal guardian <input checked="" type="checkbox"/> Foster child <input type="checkbox"/> Grandchild, regardless of legal guardianship <input type="checkbox"/> Child of Domestic Partner</p> <p>Is Domestic Partner Child required to be a tax dependent? <input type="checkbox"/> No <input type="checkbox"/> Yes</p>
<p>Does the plan want to provide coverage to dependent children beyond age 26?</p>	<p><input type="checkbox"/> No <input type="checkbox"/> Yes, up to age <input type="checkbox"/> Yes, Full-time student required for age 19 thru age <input checked="" type="checkbox"/> Yes, due to disability</p> <p>If yes, does the plan apply any of the following requirements?</p> <p><input type="checkbox"/> Unmarried <input type="checkbox"/> Support required <input type="checkbox"/> Residency requirement <input checked="" type="checkbox"/> Not eligible for any other type of coverage</p>
<p>Are you having open enrollment meetings for employees?</p>	<p><input type="checkbox"/> No <input checked="" type="checkbox"/> Yes - Date(s): 06/01-6/30</p>
<p>Does the plan have an annual open enrollment period each year?</p>	<p><input type="checkbox"/> No <input checked="" type="checkbox"/> Yes – Enrollment Period & Effective date: 6/1-6/30; Eff 7/1 (Example: Enroll during the 1st week of December each year; Effective January 1)</p>

Late enrollees accepted: <i>This does not include a Qualifying event</i>	<input checked="" type="checkbox"/> No – open enrollment only <input type="checkbox"/> Yes – Coverage is effective:
Does the employee contribute to benefits?	Employee only coverage: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Dependent coverage: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Please indicate if different for ancillary (dental/vision/life):
Individual Completing this Client Implementation Form	
<i>By signing below, I certify that all of the above information is correct and meets all of the necessary requirements under "Health Care Reform."</i>	
Printed name, title, email and contact number:	Name: Bryan Aasheim Title: County Administrator Email: baasheim@candlerco-ga.gov Phone: 912-685-2835
Signature of authorized representative:	
Date signed:	06/07/2021

Glossary

1. Section 1557:

Section 1557 guidance released by the Department of Health and Human Services (HHS) in 2016 added the requirement that impacted plans must post Notices of Consumer Civil Rights advising individuals that they do not discriminate on the basis of race, color, national origin, age, disability, or sex and that communication assistance is available to those with limited English skills. These notices, often referred to as taglines, must be provided in the top 15 languages spoken within a state.

In addition, impacted plans cannot limit coverage of certain benefits based on an individual's gender at birth or identified sex at the time of the service/claim. The DOL has given the example of limiting preventive services based on an individual's sex assigned at birth, gender identity or recorded gender, to illustrate discrimination against those who are transgender.

Applicability is determined by whether you receive federal financial assistance. Federal financial assistance from HHS includes receiving premium tax credits through qualified health plans on the Public Exchange and payments from Medicare Parts A, C, and D. Please work with your advisor or counsel to determine applicability.

2. Contact definitions-

- **Implementation:** primary contact for initial group set up—attends calls with Meritain Health Implementation Team
- **Privacy officer:** person responsible for privacy at the client company
- **Executive:** executive of the client company
- **Plan Administrator:** individual that has the authority to sign legal documents on behalf of the Employer, such as, administrative agreements/contracts or authorize plan changes, plan exceptions etc.
- **Eligibility:** provides updates for ongoing eligibility
- **Claims:** knowledgeable of plan document and how benefits are to be paid
- **Billing:** receives, reviews, approve bill
- **Funding:** approves funds for medical claims payments
- **Case Management:** client is notified when case management is initiated for a member. NOTE: case management will automatically open unless group directs otherwise.
- **HR/Benefit manager:** primary HR contact
- **Web portal:** primary person set up for Web portal access

3. Grandfathered vs non-grandfathered- Under the healthcare reform law, health plans in existence on March 23, 2010, may be eligible for "grandfathered" status. However, changes in benefits or other plan terms may result in the loss of that status. The recommended benefit design may not preserve grandfathered status for your plan. If grandfathering is important to you, please consider the information below and review your options carefully. This is a summary only; you should also ask your benefits advisor or your Meritain Health Client Relationship Manager for details.

Implications of maintaining grandfathered status for group health plans

As noted on the first page of this section, the reform law imposes a number of requirements on group health plans regardless of whether or not your plan is deemed a grandfathered or non-grandfathered health plan. However, some reform requirements will not apply to grandfathered plans as long as that status is maintained.

Most health plans will not remain grandfathered

You should consider the benefits and burdens of grandfathering carefully. Grandfathered plans will be subject to severe on-going restrictions on future benefit changes. Many of those restrictions are cumulative, meaning that grandfathered plans will be substantially locked into benefits in effect on March 23, 2010. The government has estimated that up to 80 percent of small employer plans could lose grandfathered status by 2013. Up to 64 percent of large group plans could lose grandfathered status by then as well.¹ The actual percentages could be even higher because many common plan changes will eliminate grandfathering.

Will your plan continue to qualify for grandfathered status?

The following checklist may help you analyze if your plan will remain qualified for grandfathered status. Compared to your plan in effect on 3/23/2010, will there be:

- A decrease of more than 5 percent in your contribution to the coverage?
- An elimination of a benefit to diagnose or treat a particular condition?
- Any increase in percentage in a member cost-sharing requirement, such as coinsurance.

- Any increase in a fixed copay by more than the greater of the Consumer Price Index (CPI) plus 15 percentage points or \$5.
- An increase in deductibles or out-of-pocket limits by more than CPI plus 15 percentage points?
- An addition or decrease of an annual limit (except to replace an overall lifetime limit)?
- A business restructuring in order to avoid loss of grandfathered status?

If you answered yes to any of these questions, there is a good chance that your plan will not be grandfathered or that you will not benefit from seeking grandfathered status. This basic checklist does not list all of the actions that may defeat grandfathered status so you will want to review this issue carefully with your benefits advisor or Meritain Health representative if you wish to try to maintain grandfathered status.

Important notices

Among other requirements, grandfathered plans must contain a specific notice in plan documents to retain grandfathered status. If after completing the checklist you believe that your plan or plans meet all of the grandfathering requirements, and you are interested in maintaining grandfathered status, you **MUST** certify, at the time of your renewal, each of the plans that qualify for grandfathered status. This certification is necessary to assist Meritain Health with understanding certain actions you may have taken with respect to your plan (e.g., changes in your contributions strategy or business restructuring).

In renewing your coverage, Meritain Health will assume that you do NOT intend to maintain grandfathered status unless you certify at the time of your renewal each of the plans that qualify for grandfathered status. **To learn more about grandfathering, access the following links posted on the Department of Labor's Employee Benefits Security Administration website:**

- Interim Final Regulation, available at <http://webapps.dol.gov/FederalRegister/PdfDisplay.aspx?DocId=23967>
- Table on Applicability of Provisions to Grandfathered Plans, available at <http://www.dol.gov/ebsa/pdf/grandfatherregtable.pdf>
- Model disclosure language, available at <http://www.dol.gov/ebsa/grandfatherregmodelnotice.doc>

4. **Minimum value and affordability-** Healthcare Reform now asks a group to determine if their plan "meets the minimum value" of benefits that are required. At this time, Meritain Health cannot provide assistance in making the minimum value and/or affordability determination.

Minimum Value and Minimum Essential Coverage

For applicable plans and policies with effective dates of January 1, 2014 and later, the SBC must include statements about whether the plan or coverage provides minimum essential coverage and if the coverage meets minimum value requirements. Meritain Health has updated SBC templates with these fields.

Under ACA, Minimum Value (MV) and Minimum Essential Coverage (MEC) determinations are connected to the employer's shared responsibility provisions. Although the shared responsibility provision has been delayed until 2016 for applicable large employers with 50-99 full time employees or full time employee equivalents, this determination as to whether your plan meets MV and offers MEC is still required to be included in your SBCs. The reasoning behind this is to assist your employees with determining whether they should seek a subsidy in the following year.

Meritain Health includes the MV and MEC statements in SBCs that are produced for plans with effective dates of 1/1/14 and later. However, Meritain Health will not make the MV or MEC determinations on your behalf. As plan sponsor for a self-funded plan, we will look to you for direction on how to appropriately reflect this information for each respective plan. If you need assistance with making this determination, the Centers for Medicare and Medicaid Services has posted [on their website a minimum value calculator](#) to assist plans sponsors in making this determination.

Meritain is not able to administer plans that do not meet the Minimum Value requirements and at least one of the plans must meet the Minimum Affordability requirements. While we cannot make this determination on your behalf, if you have any questions during the process please do not hesitate to contact us.

NOTE: Meritain Health does not provide legal or tax advice, and recommends that plan sponsors consult with their own legal and tax counselors when making MEC and MV determinations. Meritain Health has no responsibility or liability regarding the minimum value or minimum essential coverage evaluation regardless of the role Meritain Health may have played in reviewing/producing the SBC documents.

5. **Carryover Provision** - Employers may now allow up to \$500.00 of unused health FSA funds to be carried over from the previous plan year into the next plan year. This feature states that employees can conserve up to \$500.00 of their **health FSA** funds to use for qualified healthcare expenses in the new plan year once carried over. These funds are carried over to the new plan year **after** the conclusion of the run-out period for the prior plan year. Any **active** employee, even if they do not make an election for the current running plan year, will also be eligible to carryover up to the \$500.00 from the prior plan year. There are **no minimum** dollar amounts. Any positive balance, even pennies, will carryover respectively. This feature is optional and is not available if the plan offers the Grace Period Extension feature.
6. **Grace Period Extension** – Extension of Eligible services with a dates of service that occurs in the new plan year (this timeframe cannot exceed the first 2 months and 15 days of the new plan year) that can be applied/reimbursed from the previous plan year during the run-out/filing limit. This feature is optional and is not available if the plan offers the Carryover Provision.
7. **Year end run-out/Timely filing limit** - This is the designated amount of time following the close of the plan year that members have to submit eligible claims incurred DURING the prior plan year for reimbursement consideration.
8. **Dependent termination**–This applies in situations where the dependent reaches age 26 (or ceases to meet the eligibility requirements of the plan). In the case of a parent who is terminated with a dependent child on the plan, the dependent would lose coverage immediately just as the parent.

Readers should contact their legal counsel before making any decisions based on this information

**Candler County Board of Commissioner
AND KIS_x CARD ADMINISTRATOR**

This Agreement is entered into by and between KIS_x Card, LLC, a Pennsylvania corporation, located at 1 Kacey Court, Suite 100, Mechanicsburg, PA 17055 (hereinafter referred to as "KCA" (KIS_x Card Administrator) and Candler County Board of Commissioner ("Plan Sponsor") located at 1075 E Hiawatha Street, Metter, Ga 30439 and shall be effective as of the first day of July 2021 (the "Effective Date"). Agreements can be received up to 30 days after the effective date. If not received within 30 days after the effective date, then the effective date will change to the 1st of the next month.

RECITALS

WHEREAS, Plan Sponsor has adopted and implemented the KIS_x Card Program to its health and welfare benefit plan, providing means by which eligible employees of Plan Sponsor and their eligible dependents are able to obtain benefits for elective procedures outside of their current health plan.

WHEREAS, KCA, under the terms of this Agreement, shall assist Plan Sponsor in the implementation and administration of the Plan;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

**SECTION 1
DEFINITIONS**

- 1.1 **"Participant"** shall mean an individual enrolled as an employee, dependent or retiree (if applicable) for Medical benefits under the Plan, or an individual continuing Medical coverage under the Plan in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended from time to time ("COBRA").
- 1.2 **"Plan Document"** shall mean generally the written description, as prescribed by ERISA, of the benefits to be provided by the Plan, and the standards and rules governing the payment of benefits under the Plan.

**SECTION 2
DUTIES AND RESPONSIBILITIES OF KCA**

- 2.1 KCA shall assist Plan Sponsor in the installation of the Plan, including performance of the following duties:
 - A. Enter in and maintain the plan of benefits and relevant information provided by Plan Sponsor in KCA's computer system.
 - B. Perform any other duties related to the installation of the Plan as mutually agreed between the parties.
- 2.2 Standard Claims Service.
 - A. Except as otherwise specifically provided in this Agreement, KCA shall perform the duties listed below:
 - (1) KCA shall administer Medical claims for health and welfare benefits under the Plan in accordance with terms and conditions set forth in the Plan, this Agreement, and KCA's payment practices and audit procedures, which are updated from time to time including, but not limited to:
 - a. respond to telephone and mail inquiries from Participants and providers regarding benefits available or status of claims and assisting Participants with appointments, procedures and eligibility for this program
 - b. review and evaluate claims submitted, paying providers;
 - c. prepare standard claims activity reports, check registers and fund reports;
- 2.3 KCA's duties are contingent on the receipt of necessary information, any communication and/or data from Plan Sponsor, Participants, providers, and any other source in a timely manner and in good order. "Timely manner" means a reasonable period of time for sorting, processing, entering and posting of data received.
- 2.4 Coordinate contact with KIS_x Card Providers and KIS_x Card Services to Participants.

2.5 Stop Loss Duties.

- A. For Plans that **have** Stop Loss Providers that have agreed to apply the discounted medical expenses of the KIS_x Card Program to the underlying Medical plan, KCA will provide the Stop Loss Provider, Broker and/or TPA with all detail of claims incurred by Plan Participants, during the eligible plan year of the Plan Sponsor to be applied to the Stop Loss contract's specific and aggregate deductibles for that period.
- B. In the event the Plan Sponsor **does not have** a Stop Loss Provider permitting the discounted medical expense claims of the KIS_x Card Program to be applied to the underlying Medical plan Stop Loss Specific and Aggregate limits, Plan Sponsor hereby acknowledges and agrees:
 - (1) Plan Sponsor's funding obligations remain the same;
- C. Notwithstanding the foregoing and referencing Plans in 2.5 A. above, for any benefit claim received by KCA during the last fourteen (14) days of any stop-loss year, KCA may, but shall in no event be under any obligation to, discharge its duties under this section in such manner as may be required to cause the applicable reimbursement to Plan Sponsor or the Plan to occur as part of the same stop-loss year.
- D. Provide tracking and claim filing services to the stop-loss carrier, broker and/or TPA of Plan Sponsor or the Plan, if applicable, for Plans referenced in 2.5 A.

**SECTION 3
DUTIES AND RESPONSIBILITIES OF PLAN SPONSOR**

3.1 Preparation of Eligibility List and Plan Information. Plan Sponsor shall:

- A. Prepare an initial complete and accurate set of enrollment records for all Participants, including but not limited to legal name, plan enrollment status, full home address and email addresses; such records must be delivered to KCA thirty (30) days prior to the date KCA shall begin to adjudicate claims for the Plan.
- B. Provide KCA with a specific contact to verify employee eligibility at the time a procedure is being scheduled. KCA will verify eligibility within a fourteen (14) day period prior to a procedure being performed. If a participant terminates within the 14 day window of time prior to the procedure being performed the Plan Sponsor is responsible to notify KCA to cancel the scheduled procedure. If Plan Sponsor does not notify KCA and the procedure is completed, all funds are still owed for the procedure that was performed the same as if the participant was still active.
- C. Plan Sponsor shall update these records in writing or by any other medium acceptable to KCA, notifying KCA of any and all changes in Participant status, including the addition of new Participants, termination of Participants, changes in dependent status or any other changes that may affect the eligibility of a Participant. If Plan Sponsor submits a termination to KCA which is effective retroactively, KCA will not be obligated to adjust claims, administrative fees, premiums, attempt recovery of overpayments, or vendor costs retroactively for more than three (3) months.
- D. Deliver to Participants all Plan information and any other information required by the Department of Labor or any other federal or state governing agency.
- E. Notify KCA in writing of the final determination of Plan Sponsor or person designated by Plan Sponsor regarding any disputed or questionable claims and claims requiring interpretation of the Plan Document unless the Amendment for Claim Appeal Determination Services has been executed by the parties.
- F. Funding of Claims and Expenses
 - (1) Plan Sponsor shall be solely responsible for funding the payment of benefits and expenses under the Plan, upon request of KCA. KCA's contracting with healthcare providers allows a 7 business day turnaround time on reimbursement. If such funding is delinquent for a period of seven (7) additional calendar days, KCA must notify the healthcare providers of the delinquency. If claims funding is not satisfied by fourteen (14) calendar days after the initial request for funding, a per calendar day penalty of \$25 will be applied until the day in which the funding is satisfied. KCA may also suspend the issuance of checks and explanation of benefit statements and suspend the processing of all claims. In addition, failure to fund the account in a timely manner may result in additional ramifications including, but not limited to, the loss of preferred provider prompt payment discounts.
 - (2) Plan Sponsor authorizes KCA to make disbursements from the account for the payment of benefits and expenses incurred under the Plan.
- G. Settlement of Claims. Plan Sponsor shall timely notify KCA of any inquiries it receives, whether from individuals, entities, governmental entities or others, regarding the activities undertaken by KCA and shall assist KCA in any reasonable manner with regard to KCA's obligations under this Agreement. In addition, Plan Sponsor shall fully cooperate with KCA as and to the extent necessary for Plan Sponsor to effectively respond to an inquiry by any individual, governmental authority, or other entity regarding coordination of any Plan benefit with any benefit that may be available under Medicare.
- H. Plan Documentation. Plan Sponsor shall provide KCA with an executed copy of their underlying Medical Plan

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Document, Summary Plan Description, and Trust Instrument, if applicable.

I. Changes in Information. Plan Sponsor shall:

- (1) Advise KCA upon acquisition of any new or different contract relating to the Plan, or upon any change in Plan Sponsor's organization which might affect the legal status of the Plan; and
- (2) Notify KCA in writing of any change in the Plan benefits at least thirty (30) days prior to the effective date of such change. Any change requiring a re-adjudication of claims shall be performed by KCA only for an additional fee mutually agreeable to the parties.
- (3) Notify Participants within sixty (60) days prior to the effective date of a material reduction in benefits.

**SECTION 4
BANKING ARRANGEMENTS**

- 4.1 Funding of benefits is the responsibility of Plan Sponsor. KCA will provide Plan Sponsor with the negotiated claim amount for patient's procedure reflecting benefit payments to be funded. Plan Sponsor shall transfer the appropriate funds to the designated account upon receipt of fund requests. KCA, through its claims processing system, creates either ACH payments or Virtual Credit Cards from this account to pay appropriate KISx Card Providers and KCA fees for same claims (when applicable) against the bank account established and maintained by Plan Sponsor for the purpose of funding benefits under the Plan.

**SECTION 5
RELATIONSHIP OF THE PARTIES**

- 5.1 In performing services under this Agreement, KCA performs all acts as an independent contractor and not as an officer, employee or agent of Plan Sponsor or Plan Administrator (if other than Plan Sponsor) or Plan. Nothing in this Agreement shall be construed to mean Plan Sponsor retains any control over the manner and means of how KCA performs the services provided for herein, but only a right to review the results of the work performed.
- 5.2 Fiduciary. Plan Sponsor, or a person designated by Plan Sponsor (other than KCA), is the Administrator and the Named Fiduciary (as defined in Section 3(16) (A) and 402(a)(2) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA")). As fiduciary, Plan Sponsor, or the person designated by Plan Sponsor (other than KCA), maintains discretionary authority to review all denied claims for benefits under the Plan, including, but not limited to, the determination of covered services, interpretation of the terms of the Plan, and the determination of eligibility for and entitlement to Plan benefits in accordance with the terms of the Plan. Unless expressly provided in this Agreement (i.e., by the parties having signed the Amendment for Claim Appeal Determination Services), KCA shall not have any discretionary authority or discretionary control respecting the management of the Plan itself or its assets, if any, and Plan Sponsor retains all final responsibility and ultimate authority for the operation of the Plan.

**SECTION 6
TERM AND TERMINATION**

- 6.1 Term. This Agreement and referenced KISx Card Amendment shall be in effect for a period of one (1) year from the Effective Date (the "Initial Term") and shall renew automatically thereafter for the successive one (1) year periods of time (each such period, a "Renewal Term" and collectively with the Initial Term, the "Term"), unless otherwise terminated or renegotiated in accordance with this Agreement. If renegotiated, the Term mutually agreed to by the parties for that renewal will be reflected in an separate Exhibit to this Agreement.
- 6.2 Renewal. The provisions of this Agreement and monthly Administrative fees (not including any fee payable to a vendor) payable to KCA hereunder, are subject to negotiation prior to the end of each Term. Either party desiring to renegotiate this Agreement shall notify the other party of its intent to renegotiate sixty (60) days prior to expiration of the Term. In the absence of a written agreement signed by both parties indicating otherwise, this Agreement shall automatically be renewed upon the same terms and conditions.
- 6.3 Termination. This Agreement may be terminated effective as of the time specified below:
- A. By either party, with or without cause, by giving written notice to the other party at least sixty (60) days prior to the last day of the applicable Initial Term or Renewal Term, effective at the end of the applicable Initial Term or Renewal Term;
 - B. By KCA at any time after Plan Sponsor fails to provide funds for the payment of benefits, effective as of the date specified in KCA's termination notice;
 - C. By KCA at any time after any Administrative fees, or Claim expenses are more than thirty (30) days past due, effective as of the date specified in KCA's termination notice; or
 - D. By KCA at any time after Plan Sponsor voluntarily or involuntarily files for bankruptcy, effective as of the date

specified in KCA's termination notice, however fees and expenses incurred prior to same remain payable in full.
E. If employer terms after the 15th of the month on the 16th day, then Pareto pays for the entire month. If they term on the 15th or prior to the 15th, then they do not pay for the month, unless they had services completed.

- 6.4 Continuing Obligations After Contract Termination. Notwithstanding the termination of this Agreement, the following rights and liabilities of the parties shall survive for the specified time period following termination:
 - A. Plan Sponsor's duty to pay KCA until such amounts are paid in full.
 - B. Plan Sponsor's duty to fund claims incurred before termination until such claims are finally resolved.
 - C. Plan Sponsor's and KCA's duties and liabilities regarding Claims Records below, if applicable.

6.5 Claims Records. The Plan owns all claim files even though they may be in the possession of KCA.

When this Agreement terminates, KCA shall provide to Plan Sponsor, or its designee, an electronic claim file in KCA's format. Records of the Plan shall be returned to the Plan Administrator or its designee upon termination of this Agreement, subject to the payment of all outstanding balances due KCA. The electronic or hard copy delivery of records shall be deemed in compliance with this Section. Notwithstanding anything in this Agreement to the contrary, at the time the transfer of records occurs, KCA shall be relieved of further responsibility for performing any of the services enumerated in this Agreement.

6.6 Outstanding Fees. Upon termination, Plan Sponsor agrees to remit to KCA any outstanding balances due. KCA shall have the right to retain all records as specified above until receipt of all outstanding monies due.

6.7 Run-Out. Plan Sponsor and KCA may agree in writing ("Run-Out Agreement") to have KCA adjudicate run-out claims which are incurred but not paid prior to the termination of this Agreement, in addition to adjudication of eligible Stop Loss claims referenced in 2.5 A. ("Run Out Claims") and the parties acknowledge and agree that, in the event the parties do not elect to enter into a Run-Out Agreement with respect to claims received after fourteen (14) days prior to the termination of this Agreement, KCA shall have no responsibility with respect to Run-Out Claims. Should Plan Sponsor elect to have KCA process Run-Out Claims upon termination, KCA will do so for a fee of 100% of the administrative fee per month applicable at the time of the request, payable in advance of providing such services. All Administrative Fees and claim funding must be current in order for service to be requested by Plan Sponsor.

**SECTION 7
INDEMNIFICATION**

7.1 The Plan Sponsor agrees to indemnify KCA, its officers, directors and employees for and hold them harmless from any claim, liability, cost, loss, expense, penalties, fines, damage, or fees (including reasonable attorney and accountant fees) ("Loss") which may be paid or incurred by KCA with respect to any Participant or any other person or persons (including any governmental authority) resulting from or in connection with the operation of the Plan, any Plan or Participant reporting obligations imposed on KCA by state or federal law or regulations, any action or inaction by Plan Sponsor with respect to the Plan, or Loss arising from the conduct of any provider unless such Loss results from KCA's gross negligence, willful misconduct or fraud. KCA may recover any Loss consistent with the funding of other expenses under the Plan pursuant to Section 3.01 E; however, nothing in this Section shall preclude KCA from pursuing any other remedy, at law or in equity, for recovery of any Loss.

7.2 KCA does not assume liability for the adequacy of funding of the Plan, and KCA is not, and shall not be deemed to be an insurer, underwriter or guarantor with respect to any benefits payable under the Plan.

7.3 KCA agrees to indemnify and hold harmless Plan Sponsor from any claim, liability, cost, loss, expense or damage (including reasonable attorney and accountant fees) which results from KCA's gross negligence, willful misconduct or fraud in carrying out its duties pursuant to this Agreement.

7.4 If any payment is made to an ineligible KIS_x Card Provider for an ineligible claim, or if it is determined that more or less than the correct amount has been paid under the Plan by KCA, then KCA shall attempt to recover such payment or, when appropriate, adjust Participant's later claims. If KCA is unsuccessful in making any adjustment, it shall notify Plan Sponsor and KCA will reimburse Plan Sponsor for any overpayment or collect from Plan Sponsor any under payment due to a KIS_x Card Provider for services rendered and owed.

7.5 KCA will provide assistance to Plan Sponsor or the Plan with respect to any disputes regarding stop-loss coverage, but only if the stop-loss carrier has agreed per 2.5 A. to include KIS_x Card Services applicable to specific or aggregate

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limits in the stop-loss contract.

**SECTION 8
ADMINISTRATIVE
FEES**

- 8.1 Fees.
A. All fees to be paid to KCA will be paid by Pareto Captive Services.

**SECTION 9
ADDITIONAL
SERVICES**

Additional Services, if any, can be provided at the request of the Plan Sponsor and agreed upon in writing by both the Plan Sponsor and KCA. At this time there are no additional services provided by KCA beyond what is outlined in this agreement.

**SECTION
10
GENERAL**

- 10.1 Amendments. This Agreement may not be amended without the express written consent of both parties.
- 10.2 Assignment. Neither party may assign this Agreement, its rights, or obligations under this Agreement without the prior written consent of the other party; provided however, KCA may assign its rights and obligations to any affiliated company of KCA.
- 10.3 Compliance with Laws. Both parties shall comply with all applicable state and federal laws, regulations, rulings and judicial and administrative orders.
- 10.4 Consultation with Plan Sponsor. KCA shall consult with and obtain prior approval from Plan Sponsor and/or legal counsel designated by Plan Sponsor when legal matters regarding the Plan arise. KCA shall not be obligated to defend against any legal action or claim for benefits by virtue of this Agreement.
- 10.5 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single agreement.
- 10.6 Entire Agreement. The entire agreement between the parties concerning the subject matter hereof is incorporated into this document, the exhibit(s) with attached addenda; this Agreement supersedes all previous agreements whether oral or written between the parties concerning the subject matter hereof.
- 10.7 Governing Law. To the extent not preempted by ERISA, this Agreement shall be governed in accordance with the laws of the state of Pennsylvania, without regard to conflict of law provisions.
- 10.8 Headings. The headings of this Agreement are solely for the convenience of the parties and do not affect the meaning or interpretation of any provision of this Agreement.
- 10.9 Maintenance of Records. All records, as applicable, of KCA's internal claims review, determination of eligibility, authorization for adjudication, payment of claims, and any other financial records generated by KCA under this Agreement shall be maintained during the Term of this Agreement.

- 10.10 Notice. Any notice required to be given hereunder between the parties shall be written, effective upon receipt and shall be served by (i) facsimile (confirmation receipt received), (ii) personal delivery, or (iii) sent by overnight courier delivery service, or certified mail, return receipt requested to the address cited in the signature block of this Agreement or to such other address as shall be specified by like notice by either party.
- 10.11 Other Service Providers. KCA may seek the services of others in performing its duties and obligations under this Agreement.
- 10.12 Successor and Assigns. This Agreement shall be binding upon and inure to the benefit of and be enforceable against the parties hereto and their respective successors and permitted assignees.
- 10.13 Taxes. If at any time, the federal government or any state or any political subdivision or any instrumentality of either shall assess any tax or surcharge against the Plan, against KCA with respect to services provided hereunder or to payments made by or for the Plan, or against any trust related to the Plan in any way and KCA is required to pay such tax or surcharge, KCA shall report payment of the tax or surcharge to Plan Sponsor and at the option of KCA make a charge against Plan Sponsor for reimbursement of such payment or be reimbursed by Plan Sponsor upon fifteen (15) days' prior written notice. This section shall not apply to income or payroll taxes.
- 10.14 Government Regulations. If at any time there is a change in federal or state law or regulation which affects the administration of the Plan, KCA shall report the change to Plan Sponsor and at the option of KCA make a charge against Plan Sponsor for reimbursement of such administration costs including but not limited to postage.
- 10.15 Use of Name. Plan Sponsor and KCA agree not to use the name, image, promotional material, stationary, letterhead or logotype of the other party or its parent, subsidiaries or affiliates except as expressly authorized in writing by such other party.
- 10.16 Waiver. Failure to enforce any provision of this Agreement does not affect the rights of the parties to enforce such provision in another circumstance. If any provision of this Agreement is determined to be unenforceable or invalid, such determination shall not affect the validity of the other provisions contained in this Agreement.
- 10.17 Audit. Plan Sponsor shall have the right, upon providing thirty (30) days prior written notice to KCA, to annually review, at its own expense, any records of KCA relating to benefit payments and requests for benefit payments under the Plan and the issuing of checks for payment of benefits under the Plan. Any examination of such records shall be carried out in a manner and timeframe mutually agreeable to KCA and Plan Sponsor. The examination will be based on a statistically valid sampling of benefit payments and requests for benefit payments under the Plan. The formula for such sampling shall be supplied in writing to KCA prior to the start of any audit. The audit will take place during normal business hours at the location of KCA.
- 10.18 Confidentiality. Each party acknowledges and agrees that all Confidential Information (defined below) it receives from the other party shall be held in strict confidence by the receiving party and its representatives and shall be used only to carry out the terms of this Agreement. Each party undertakes and agrees to use, and to cause each of its representatives to use all commercially reasonable means to safeguard the confidentiality of the other party's Confidential Information received and at least the same measures it uses to safeguard its own Confidential Information. Confidential Information means, as to any party, all information that is, or could reasonably be considered to be, proprietary or confidential information of that party including, without limitation, all documents, information, knowledge or data relating to that party's financial condition, financial information, customers, suppliers, product design, business plans, software programs, computer hardware, systems, sales strategies, pricing, contract terms, facilities, processes, and strategic plans regardless of the form, manner or medium by which the Confidential Information is recorded or disclosed. For sake of clarity, this Agreement is considered Confidential Information of KCA. Notwithstanding any other provision of this Agreement it is expressly understood and agreed that neither party nor its representatives shall be liable for the disclosure of the other party's Confidential Information if such Confidential Information (a) is in the public domain at the time it is disclosed; or (b) was known to the receiving party on a non-confidential basis prior to the time of its initial receipt from the disclosing party; or (c) is disclosed with the disclosing party's prior written approval; or (d) is disclosed pursuant to the requirement of applicable law, court order, administrative agency or other governmental authority; or (e) was developed independently by the receiving party prior to disclosure by the disclosing party, as demonstrated by the receiving party's records.

10.19 Use of Information. Notwithstanding anything to the contrary in any other agreement between the parties, in addition to using information to carry out its duties under this Agreement, KCA and its agents, employees and contractors may use, reproduce or adapt information obtained in connection with this Agreement, including claims under the Plan and eligibility information, in any manner it deems appropriate, except that KCA and its agents, employees and contractors shall maintain the confidentiality of such information to the extent required by applicable law, may not use the information in any way prohibited by law, and agree to use only information that has been de-identified at both the Plan and Participant level. Any work, compilation, processes or inventions developed by KCA, or its respective agents, employees or contractors as a result of any such use, reproduction or adaptation is deemed Confidential Information of KCA under this Agreement and is the sole and exclusive property of KCA.

IN WITNESS WHEREOF, KCA and Plan Sponsor have caused this Agreement to be executed in duplicate by their respective officers duly authorized to do so:

Candler County Board of Commissioner

KISx Card, LLC

By: *Bryan Aasheim*
By: Bryan Aasheim / Jun 22, 2021 08:17:00

By: *Mike Reese*

Name: Bryan Aasheim

Name: Mike Reese

Title: Administrator

Title: Director of Operations

Date: 6/21/2021

Date: Mike Reese

BUSINESS ASSOCIATE AGREEMENT

Candler County Board of Commissioner

The Effective Date of this BA Agreement is July 1, 2021

I. GENERAL TERMS AND CONDITIONS

As used in this Addendum the term "Covered Entity" shall mean Plan Sponsor and the term "Business Associate" shall mean KISx Card, LLC. All other capitalized terms used in this Addendum shall have the meanings set forth in the HIPAA Security Rule at 45 C.F.R. Part 160 and Part 164 (the "Security Rule") and the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164 (the "Privacy Rule" and, together with the Security Rule, the "HIPAA Security and Privacy Rules"), unless otherwise defined herein or in The Agreement for KISx Card Administrators (KCA) to which this Addendum is attached (the "Agreement").

All existing service agreements and amendments thereto between the Covered Entity, Employer or Plan Sponsor, on the one hand, and the Business Associate, on the other hand, pursuant to which the Business Associate will perform and/or delivery certain functions, activities and services to or on behalf of the Covered Entity (the "Services") are subject to this Addendum and are hereby amended by this Addendum. In the event of a conflict between the terms of any service agreement and this Addendum, the terms and conditions of this Addendum shall govern.

Where provisions of this Addendum are different from those mandated by the HIPAA Security and Privacy Rules but are nonetheless permitted by the HIPAA Security and Privacy Rules, the provisions of this Addendum shall control.

Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than the Business Associate and its successors or assigns any rights, remedies, obligations or liabilities whatsoever.

As used in this Addendum, the term "PHI" (as defined below) does not include summary health information or information that has been de-identified in accordance with the standards for de-identification provided for in the HIPAA Security and Privacy Rules.

II. OBLIGATIONS OF THE BUSINESS ASSOCIATE

Compliance with Law.

The Business Associate acknowledges that it is required by law to comply with all applicable requirements of the HIPAA Security and Privacy Rules, and all additional security requirements of the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), Title XIII of the American Recovery and Reinvestment Act of 2009 (ARRA), that are applicable to "business associates" (as defined in the HIPAA Security and Privacy Rules). The Business Associate further acknowledges that it is required by law to comply with the use and disclosure requirements of Section 162.504(e) of the HIPAA Security and Privacy Rules and that all other privacy requirements of Subtitle D of the HITECH Act that are applicable to "business associates" (as defined in the HIPAA Security and Privacy Rules).

Permissible Uses and Disclosures.

The Business Associate shall create, receive, maintain, transmit, use or disclose PHI only in a manner that is consistent with this Addendum and the HIPAA Security and Privacy Rules and only in connection with the provision and delivery of the Services to or on behalf of the Covered Entity pursuant to the terms and conditions of the Agreement. Accordingly, in providing the Services to or on behalf of the Covered Entity, the Business Associate, for example, may use and disclose PHI for Treatment, Payment and Healthcare Operations consistent with the HIPAA Security and Privacy Rules, without obtaining prior authorization for such use or disclosure.

Except as otherwise limited in this Addendum, the Business Associate may disclose PHI to other "business associates" (as defined in the HIPAA Security and Privacy Rules) of the Covered Entity to perform duties specifically authorized under the Agreement.

As permitted by 45 C.F.R. § 164.504(e)(4), the Business Associate may also use or disclose PHI that it receives in its capacity as an Independent Contractor if:

- i. the use relates to (1) the proper management and administration of the Business Associate or the carrying out of the Business Associate's legal responsibilities or (2) data aggregation services relating to the health care operations of the Covered Entity; or
- ii. the disclosure of PHI received in such capacity is made in connection with a function, responsibility or service identified in Section II.B.3.a(1) above, and (1) such disclosure is required by law or (2) the Business Associate obtains reasonable assurances from the person to whom such PHI is disclosed that it will be held confidentially and such person agrees to notify the Business Associate of any breaches of such confidentiality.

The Business Associate may disclose PHI to report violations of law to appropriate Federal or State authorities, consistent with 45 C.F.R. § 164.502.

In performing its obligations under this Addendum and the Agreement, the Business Associate shall use, disclose or request only the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request.

Recipients of PHI.

The Business Associate shall obtain reasonable written assurances from any person or entity to whom it discloses PHI that such PHI will be held confidentially and used or further disclosed only as required and permitted under the HIPAA Security and Privacy Rules and other applicable laws. Prior to receiving PHI from the Business Associate, each person or entity receiving PHI from the Business Associate must agree to be governed by the same restrictions and conditions contained in this Addendum, including the Business Associate's limitations on uses and disclosures of PHI.

The Business Associate shall enter into an agreement with each of its subcontractors pursuant to 45 C.F.R. § 164.308(b)(1) and § 13401 of the HITECH Act that is appropriate and sufficient to require each such subcontractor to protect PHI to the same extent required by the Business Associate hereunder.

Any person or entity who receives PHI from the Business Associate must notify the Business Associate of any potential breaches of confidentiality of such PHI within three (3) days of such potential breach.

The Business Associate and its agents and subcontractors shall comply with applicable requirements of the Standards for Electronic Transactions (45 C.F.R. §§ 160 and 162).

Safeguards.

The Business Associate shall establish, implement and maintain administrative, physical and technical safeguards that (a) reasonably protect the confidentiality, integrity and availability of all PHI (whether in electronic or other format) that the Business Associate creates, receives, maintains or transmits on behalf of the Covered Entity as required by the HIPAA Security and Privacy Rules and (b) ensure that no PHI (whether in electronic or other format) created, received, maintained, transmitted, used or disclosed by the Business Associate in connection with the performance and delivery of the Services is used or disclosed except as permitted by this Addendum, including safeguards that satisfy the requirements of the Security Rule with respect to electronic PHI.

The Business Associate shall ensure that each agent, including a subcontractor, to whom the Business Associate provides PHI agrees to implement reasonable and appropriate safeguards to protect such PHI.

Reporting Requirements.

The Business Associate shall report to the Covered Entity any potential use or disclosure of PHI that may be in violation of this Addendum and not permitted under the HIPAA Security and Privacy Rules within five (5) calendar days of becoming aware of such potential use or disclosure.

Pursuant to 45 C.F.R. § 164.410, in the event of a breach or potential breach by the Business Associate of unsecured PHI, as the terms "breach" and "unsecured PHI" are defined in 45 C.F.R. § 164.402, the Business Associate shall report such breach or potential breach to the Covered Entity within five (5) calendar days of becoming aware of such breach or potential breach. The Business Associate's report shall include all information available to the Business Associate and necessary to allow the Covered Entity to provide a notification of the breach consistent with 45 C.F.R. § 164.404.

The Business Associate shall report to the Covered Entity each potential "security incident," as defined in 45 C.F.R. § 164.304, within five (5) calendar days of becoming aware of such incident. For the avoidance of doubt and notwithstanding the foregoing, the parties acknowledge and agree that information systems are the frequent target of probes, scans, pings and other activities that may not indicate threats, whose sources may be difficult or impossible to identify and whose motives are unknown and that do not result in access or risk to any information system or PHI (each, an "Access Attempt"). Although Access Attempts generally do not result in any unauthorized access to or modification or disclosure of PHI, Access Attempts do constitute "security incidents," as defined in 45 C.F.R. § 164.304, and, accordingly, the Business Associate is required to report each Access Attempt to the Covered Entity. The Covered Entity agrees to accept this Addendum as the notification required under § 164.304 and not require the Business Associate to provide any additional notification so long as the Business Associate (a) ensures that all Access Attempts are recorded in the Business Associate's information technology records, (b) regularly reviews its information technology records to determine whether any Access Attempt resulted in unauthorized access to or modification or disclosure of PHI and (c) in the event that the Business Associate is unable to make the determination described in clause (b) following review of its information technology logs, takes all steps reasonably designed to determine whether an Access Attempt resulted in unauthorized access to or modification or disclosure of PHI.

The Business Associate shall report to the Covered Entity a request for access to PHI provided for in 45 C.F.R. § 164.524 within five (5) calendar days of receipt of such request. The Business Associate shall not respond to such request without written authorization of the Covered Entity.

The Business Associate shall report to the Covered Entity within five (5) calendar days of receipt of a request to amend PHI. The Business Associate shall not alter or amend PHI that it receives from the Covered Entity without specific written authorization of the Covered Entity, as provided for in 45 C.F.R. § 164.526.

If an individual submits to the Business Associate a request for restriction or a request for confidential communications as provided for in 45 C.F.R. § 164.522, then the Business Associate shall report such request to the Covered Entity within five (5) business days of receipt. The Business Associate shall not respond to such requests without written authorization of the Covered Entity.

Accounting of Disclosures.

The Business Associate shall respond to the Covered Entity within five (5) calendar days of receipt of a request for information that would be appropriate for an accounting of disclosures of PHI as provided for in 45 C.F.R. § 164.528. The Business Associate shall not be required to maintain a record of disclosures of PHI (1) made for the purpose of Treatment, Payment or Healthcare Operations, (2) made to an individual who is the subject of the PHI or (3) made pursuant to an authorization that is valid under HIPAA.

Other Obligations.

To the extent that the Business Associate performs any obligations of a Covered Entity under the Privacy Rule, the Business Associate shall comply with the requirements of the Privacy Rule applicable to such Covered Entity in performing such obligations; provided, that unless the Covered Entity has notified the Business Associate of obligations specifically applicable to such Covered Entity, the Business Associate shall determine the extent and scope of such obligations in its reasonable judgment.

The Business Associate shall make available to the Covered Entity, the Secretary of Health and Human Services or its agents, the Business Associate’s internal practices, books and records relating to the use and disclosure of PHI as required in 45 C.F.R. § 164.504.

The Business Associate acknowledges and agrees that from time to time the Department of Health and Human Services may modify the standard transactions now identified in 45 C.F.R. §§ 162.1101– 162.1802. The Business Associate and its agents and subcontractors agree to abide by any changes to such standard transactions that are applicable to the Services.

The Business Associate shall cooperate with the Covered Entity to comply with the HIPAA Security and Privacy Rules.

Of the actions that the Business Associate performs in its role as Independent Contractor of the Covered Entity, the Business Associate and its agents and subcontractors shall:

- i. be prepared to transmit and accept transactions electronically in the Standard Formats identified in 45 C.F.R. §§ 162.1101–162.1802;
- ii. adapt implementation plans and standards pursuant to applicable Implementation Guides;
- iii. implement contingencies for non-compliant transactions as necessary to facilitate timely acceptance and payment of claims, particularly in light of state claim payment laws; and
- iv. to the extent practicable, communicate with those providers, agents or subcontractors who are submitting or receiving transactions electronically in order to facilitate compliant transactions.

III. OBLIGATIONS OF THE COVERED ENTITY

If the Covered Entity wishes to receive PHI, it shall provide the Business Associate with the name or identity/job title of the individual(s) authorized to represent the Covered Entity and who can receive and disclose PHI for purposes of treatment, payment and operations. The Covered Entity shall also notify the Business Associate of any changes made with respect to the individuals so identified.

The Covered Entity shall provide the Business Associate with the Notice of Privacy Practices produced in accordance with 45 C.F.R. § 164.520 and any changes thereto.

The Covered Entity shall provide the Business Associate with the plan amendment produced in accordance with 45 C.F.R § 164.504.

The Covered Entity shall obtain all consents or authorizations necessary for the Business Associate’s access to or creation, maintenance, use or disclosure of PHI subject to this Addendum.

The Covered Entity shall notify the Business Associate of any restrictions applicable to the Business Associate’s use or disclosure of PHI that the Covered Entity has accepted and that apply to any access to or use or disclosure of PHI subject to this Addendum.

The Covered Entity shall notify the Business Associate of any restriction on the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522.

The Covered Entity shall not request that the Business Associate use or disclose PHI in a manner that would not be permissible under Subpart E of 45 C.F.R. Part 1764 if so disclosed by the Covered Entity.

The Covered Entity shall notify the Business Associate of any specific obligations of the Covered Entity applicable to any obligations of the Covered Entity that the Business Associate performs under this Addendum.

The Covered Entity shall be solely responsible for compliance with the Security Rule and the implementation of reasonable and appropriate safeguards with respect to PHI that is subject to this Addendum and that it provides to or

receives from the Business Associate, prior to its receipt by the Business Associate, and upon and following its receipt by the Covered Entity from the Business Associate.

The Covered Entity shall be responsible for reporting security incidents, unauthorized uses and disclosures of PHI, and breaches to all other business associates.

The Covered Entity shall provide the Business Associate with any changes in, or revocation of, or authorization by Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.

The Covered Entity shall notify the Business Associate of any restriction on the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522.

IV. TERMINATION

Termination.

This Addendum may be terminated in accordance with the termination rights set forth in the Agreement. In addition, this Addendum shall automatically terminate when all PHI previously provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity.

Termination for Cause.

Upon either Party's knowledge or reasonable belief that the other Party is in or has committed a breach or violation of any material obligation set forth in this Addendum that is required pursuant to 45 C.F.R. § 314(a)(2)(i) or 45 C.F.R. § 164.504(e)(2), the non-breaching party may:

- i. if the non-breaching party reasonably believes that such breach is or was due to the breaching party's willful neglect (as defined in the HIPAA Security and Privacy Rules), terminate this Addendum with immediate effect by delivering written notice of such termination to the breaching party regardless of whether such breach is continuing at the time the non-breaching party delivers such notice;
- ii. if the non-breaching party reasonably believes that such breach was due to reasonable cause (as defined in the HIPAA Security and Privacy Rules) and such breach was not continuing at the time the non-breaching party became aware of such breach, require the breaching party to demonstrate that it has taken appropriate steps (including an independent assessment, at the breaching party's expense, of the breaching party's compliance with the obligation in question) that are, in the non-breaching party's sole discretion, reasonably designed to prevent a recurrence of such breach; or
- iii. if the non-breaching party reasonably believes that such breach is due to reasonable cause (as defined in the HIPAA Security and Privacy Rules) and such breach was continuing at the time the non-breaching party became aware of such breach, notify the breaching party of such breach and grant to the breaching party thirty (30) days following the breaching party's receipt of such notice in which to cure such breach; provided, that such thirty (30) day period shall be extended to the extent reasonably necessary to permit the breaching party to cure such breach so long as the breaching party takes all steps reasonably designed to cure such breach during such initial thirty (30) day period; provided, further, that if such thirty (30) day period is extended, the non-breaching party may require the breaching party to engage an independent third party to conduct an independent assessment, at the breaching party's expense, of the breaching party's efforts if such breach has not been cured within a reasonable period of time after expiration of the initial thirty (30) day period.

Obligations of the Business Associate upon Termination.

Upon termination of the Agreement or this Addendum, the Business Associate shall promptly return to the Covered Entity, or, if agreed to by the Covered Entity, destroy, all PHI previously created, maintained or received by the Business Associate on behalf of the Covered Entity that the Business Associate maintains in any form. The Business Associate shall retain no copies of such PHI.

Retention of PHI.

The Business Associate may retain PHI to the extent reasonably necessary to permit the Business Associate to comply with applicable laws and so long as the Business Associate extends the protections of this Addendum to all such PHI and takes all actions necessary to limit further uses and disclosures of such PHI for so long as the Business Associate retains such PHI. If the Covered Entity and the Business Associate determine in good faith that termination of this Addendum and the return or destruction of all PHI previously provided by the Covered Entity or the Health Plan to the Business Associate would cause irreparable business interruption or harm to customers of the Covered Entity, or if termination of this Addendum is otherwise not feasible, then (1) the Covered Entity and the Business Associate shall take all commercially reasonable actions to mitigate the effects of such situation, (2) the Covered Entity or the Business Associate may report such situation to the Secretary of Health and Human Services and (3) the Business Associate shall extend the protections of this Addendum to all 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 the Business Associate maintains such PHI. Upon termination of the condition that makes retention of PHI by the Business Associate necessary for the Business Associate's compliance with law or that makes return or destruction of PHI infeasible, the Business Associate shall return or destroy such PHI as instructed by the Covered Entity.

Survival.

The obligations of the Business Associate under this Section IV shall survive the termination of this Addendum and the termination of the Agreement.

The Parties hereto execute this Agreement the date indicated above.

Candler County Board of Commissioner

KISX CARD, LLC

By: Bryan Aasheim
Bryan Aasheim (Jun 22, 2021 08:16 EDT)

By: 

Name: Bryan Aasheim

Name: Mike Reese

Title: Administrator

Title: Director of Operations

Date: 6/21/2021

Date: 6-16-2021

NEW CUSTOMER VERIFICATION GUIDE



Presented To:

Candler County Board of Commissioners

GETTING STARTED



Thank you for choosing Mutual of Omaha for your Group Insurance needs. The New Customer Verification Guide ("Guide") is key to administering your plan effectively and efficiently. To ensure a smooth implementation, complete and sign the applicable section within the Guide.

STEP 1: Review the Group Insurance proposal and complete the sections within the Guide.

Guide	Description	Completed
Group Insurance Proposal	Applicant and Producer verify sold plan design and rates.	<input type="checkbox"/>
Acceptance of Terms and Conditions	Applicant signature is required.	<input type="checkbox"/>
Group Insurance Application	Applicant signature is required. • Must be signed prior to the proposed effective date	<input type="checkbox"/>
Policy Administration		<input type="checkbox"/>
Contact Information	Premium/Billing, Claims, Administration, and Renewal	
Billing Information	Billing type, format and location	
Eligibility Information	Class description and employee waiting periods	
Earnings Definition	Earnings definition, premium contributions, and ERISA	
Withholding and Tax Reporting	Required for Disability, Accident and Critical Illness coverage	

STEP 2: Return the completed and signed Guide to the Mutual of Omaha representative listed below at least 15 days prior to the requested effective date.

	Additional Items Required	Included
Employee Census and Enrollment	<ul style="list-style-type: none"> • Census in Excel format (preferred method) • Employee enrollment forms, electronic or hard copy • Evidence of Insurability or Application forms • Applicant retains copy of enrollment material 	<input type="checkbox"/>
Replacing Prior Insurance Plan	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Prior Carrier Billing statement	Required if transferring coverage from another carrier	<input type="checkbox"/>
Prior Carrier certificate booklet	Required if transferring coverage from another carrier	<input type="checkbox"/>
Sample premium calculation spreadsheet	Required only for Self-administered groups	<input type="checkbox"/>
Producer / Agent Use Only		
Producer Checklist	Producer identification and details	<input type="checkbox"/>
Third Party Administrator Checklist	Required only if TPA is providing services	<input type="checkbox"/>

If you have any questions, please contact your Mutual of Omaha representative

Sales Representative	Sydney Perry	
Sales Assistant	Summer Boggs	
Email	summer.boggs@mutualofomaha.com	
Phone & Fax	(800) 259-2172	(770) 399-6401

Group Office	Atlanta		
Group Office Address	7000 Central Parkway		
Address 2	Suite 900		
City, State, Zip	Atlanta	GA	30328

POLICY ADMINISTRATION



CONTACT INFORMATION

Applicant Information

Legal Name of Company	Candler County Board of Commissioners		
Doing Business As (DBA)			
Employer Identification Number (Tax ID Number)	58-6000793		
Legal Address of Company	1075 E Hiawatha St Ste A		
Address 2			
City, State, Zip	Metter	GA	30439
Corporate Structure	<input type="checkbox"/> C-Corp <input type="checkbox"/> S-Corp <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Other: County Government		



- Please identify the controlling owners/partners on the census/enrollment:**
- If you are applying for Short Term or Long Term Disability and
 - If your corporate structure is an S-Corp, a Partnership or a LLC and
 - The premium is fully paid for by the employer

Primary Contact

- Contact For:
- Premium/Billing
 - Claims
 - Administration
 - Renewal Census (Self-administered only)
 - EOI

Contact Name	Bryan Aasheim		
Address (if different than above)			
Address 2			
City, State, Zip			
Contact Phone & Fax	912-685-2835		
Contact Email	baasheim@candlerco-ga.gov		
If above Contact Email is not specific to you please provide a unique email for accessing our employer website here:			
Should this contact have access to:			
Online Billing and Reporting <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Online Eligibility Maintenance (List Billed customers only) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			

Additional Contact

Contact Name	Crystal Rader		
Address (if different than above)			

- Contact For:
- Premium/Billing
 - Claims
 - Administration
 - Renewal Census
(Self-administered only)
 - EOI

City, State, Zip			
Contact Phone & Fax	912-685-2835		
Contact Email	ccarter@candlerco-ga.gov		
If above Contact Email is not specific to you please provide a unique email for accessing our employer website here:			
Should this contact have access to: Online Billing and Reporting <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Online Eligibility Maintenance (<i>List Billed customers only</i>) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			

POLICY ADMINISTRATION



BILLING INFORMATION

1. **Billing Assumptions:** All bills will be sent to the primary contact indicated in the Contact Information section above. Unless otherwise agreed to, or stated in the Group Insurance Proposal, billing statements will be issued on a monthly basis. Premium is due on the first day of the month. The group policy will include a premium grace period provision.

2. **Billing Type:** Select the type of bill you prefer:

List Bill (mandatory for Dental, Vision and Groups under 50 covered employees)

Are confirmation statements of Voluntary Term Life coverage necessary for each employee? Yes No

Self - Administration Bill (mandatory for Stand Alone AD&D, Stand Alone VAD&D, Business Travel)



We recommend that all groups under 200 covered employees be set up with the List Bill option that provides you with a monthly-itemized bill. This option provides you online access to the following:

- Enrollment Data Administration- Adds, Terminations and Changes
- Management Reports: Standard and On Demand formats
- Real-Time reporting access to Evidence of Insurability member status
- Administrative Invoice Verification Tool

3. **Enrollment Method** (required for List Billing only): Indicate what method your billing should be based on:

Excel census Enrollment forms Both

Specify which method takes precedence in the event of conflicting information

Excel census Enrollment forms

4. **Payroll Deduction Frequency:** Indicate payroll deduction frequency for any voluntary and/or contributory coverages: Select one option.

Monthly
(Standard)

Weekly
(52/yr)

Bi-Weekly
(26/yr)

Semi-Monthly
(24/yr)

9thly

10thly

13thly

Specify first payroll date following the effective date (mm/dd/yyyy):

Prof. M.



5. **Billing Format:** If you have multiple locations, we can include a location name and number on your billing statement or send a separate bill to each location. Select the billing format you prefer:

One bill for all locations/divisions sent to Primary Contact (Standard)

One bill itemized by location/division codes sent to Primary Contact (available for List Billed customers only)

One bill for each location/division sent to the applicable location contacts:

Additional Billing Location

Location Name & Number		
Contact Name		
Billing Address		
City, State, Zip		
Contact Phone & Fax		
Contact Email		
Should this contact have access to:		
Online Billing and Reporting <input type="checkbox"/> Yes <input type="checkbox"/> No		
Online Eligibility Maintenance (List Billed customers only) <input type="checkbox"/> Yes <input type="checkbox"/> No		

For additional locations, provide information on a separate sheet of paper.

POLICY ADMINISTRATION



ELIGIBILITY INFORMATION

Unless otherwise noted in the Group Insurance Proposal, the policy will be issued with the following provisions.

1. **Eligibility Rules:** A clear definition of eligibility rules by class is necessary to properly administer your plan. Complete the table below to clarify whether or not any classes have varying eligibility criteria by product (include all variations). If eligibility does not vary by class or product, only complete the first row of the below chart.

- Class Description – How the employees class should be described in the policy
- Minimum Hours – Minimum number of hours an employee must work to be eligible for coverage
- Waiting Period – Days, months, years an employee must be employed full-time before becoming eligible for coverage
- Effective Date – Day on which coverage begins after employees satisfy the waiting period
- Termination Date – Day on which coverage terminates once an employee is no longer eligible

MINIMUM HOURS	COVERAGE WAITING PERIOD	COVERAGE EFFECTIVE DATE	REHIRE EFFECTIVE DATE	COVERAGE TERMINATION DATE	APPLIES TO WHICH PRODUCTS	
Class Description: All Eligible Employees						
30 Hours <input checked="" type="checkbox"/> Week <input type="checkbox"/> Month <input type="checkbox"/> Quarter <input type="checkbox"/> Year	30 Days <input type="checkbox"/> Months <input type="checkbox"/> Years	<input type="checkbox"/> on the day ¹ <input type="checkbox"/> first day of month coinciding with policy ² <input checked="" type="checkbox"/> first day of month following ³	<input type="checkbox"/> on the day ¹ <input type="checkbox"/> first day of month coinciding with policy ² <input type="checkbox"/> first day of month following ³	<input checked="" type="checkbox"/> on the day- (Required for disability) <input checked="" type="checkbox"/> last day of month (Required for critical illness) (Required for accident)	<input checked="" type="checkbox"/> Life <input checked="" type="checkbox"/> STD <input checked="" type="checkbox"/> LTD <input checked="" type="checkbox"/> Dental <input type="checkbox"/> Crit Illness <input type="checkbox"/> Accident <input type="checkbox"/> Stand Alone AD&D <input type="checkbox"/> Stand Alone VAD&D <input checked="" type="checkbox"/> Vision	<input checked="" type="checkbox"/> Vol. Life <input type="checkbox"/> Vol. STD <input type="checkbox"/> Vol. LTD <input type="checkbox"/> Vol. Dental <input checked="" type="checkbox"/> Vol. Crit Ill <input type="checkbox"/> Vol. Acc <input type="checkbox"/> Busn Travel <input type="checkbox"/> Vol. Vision
Class Description:						
Hours <input type="checkbox"/> Week <input type="checkbox"/> Month <input type="checkbox"/> Quarter <input type="checkbox"/> Year	Days <input type="checkbox"/> Months <input type="checkbox"/> Years	<input type="checkbox"/> on the day ¹ <input type="checkbox"/> first day of month coinciding with policy ² <input type="checkbox"/> first day of month following ³	<input type="checkbox"/> on the day ¹ <input type="checkbox"/> first day of month coinciding with policy ² <input type="checkbox"/> first day of month following ³	<input type="checkbox"/> on the day- (Required for disability) <input type="checkbox"/> last day of month (Required for critical illness) (Required for accident)	<input type="checkbox"/> Life <input type="checkbox"/> STD <input type="checkbox"/> LTD <input type="checkbox"/> Dental <input type="checkbox"/> Crit Illness <input type="checkbox"/> Accident <input type="checkbox"/> Stand Alone AD&D <input type="checkbox"/> Stand Alone VAD&D <input type="checkbox"/> Vision	<input type="checkbox"/> Vol. Life <input type="checkbox"/> Vol. STD <input type="checkbox"/> Vol. LTD <input type="checkbox"/> Vol. Dental <input type="checkbox"/> Vol. Crit Ill <input type="checkbox"/> Vol. Acc <input type="checkbox"/> Busn Travel <input type="checkbox"/> Vol. Vision
Class Description:						
Hours <input type="checkbox"/> Week <input type="checkbox"/> Month <input type="checkbox"/> Quarter <input type="checkbox"/> Year	Days <input type="checkbox"/> Months <input type="checkbox"/> Years	<input type="checkbox"/> on the day ¹ <input type="checkbox"/> first day of month coinciding with policy ² <input type="checkbox"/> first day of month following ³	<input type="checkbox"/> on the day ¹ <input type="checkbox"/> first day of month coinciding with policy ² <input type="checkbox"/> first day of month following ³	<input type="checkbox"/> on the day- (Required for disability) <input type="checkbox"/> last day of month (Required for critical illness) (Required for accident)	<input type="checkbox"/> Life <input type="checkbox"/> STD <input type="checkbox"/> LTD <input type="checkbox"/> Dental <input type="checkbox"/> Crit Illness <input type="checkbox"/> Accident <input type="checkbox"/> Stand Alone AD&D <input type="checkbox"/> Stand Alone VAD&D <input type="checkbox"/> Vision	<input type="checkbox"/> Vol. Life <input type="checkbox"/> Vol. STD <input type="checkbox"/> Vol. LTD <input type="checkbox"/> Vol. Dental <input type="checkbox"/> Vol. Crit Ill <input type="checkbox"/> Vol. Acc <input type="checkbox"/> Busn Travel <input type="checkbox"/> Vol. Vision

Note: All of the following examples assume a standard enrollment period of 31 days.

¹ "on the day" means insurance is effective on the day after satisfaction of the waiting period (if applicable), or on the day the enrollment form is signed (if applicable), whichever is later.

With no waiting period:

- Noncontributory Plan – Insurance for an employee with a hire date of April 15 would begin on April 15.
- Contributory Plan – Insurance for an employee with a hire date of April 15 that signs the enrollment form on or before May 16 would begin on the day the form is signed.

² "first day of month coinciding with policy" means insurance is effective on the first day of the month that coincides or follows satisfaction of the waiting period (if applicable), or on the first day of the month coinciding with or following the day the enrollment form is signed (if applicable), whichever is later.

With no waiting period:

- Noncontributory Plan – Insurance for an employee with a hire date of April 15 would begin on May 1. Insurance for an employee with a hire date of May 1 would also begin on May 1.
- Contributory or Voluntary Plan – Insurance for an employee with a hire date of April 15 that signs the enrollment form before May 1 would begin on May 1. Insurance for an employee with a hire date of May 1 that signs form on May 1 would begin on May 1. For either hire date, if the form is signed after May 1 but on or before May 16, insurance would begin on June 1.

³ "first day of month following" means insurance is effective on the first day of the month that follows satisfaction of the waiting period (if applicable), or on the *first day of the month following the day the enrollment form is signed* (if applicable), whichever is later.

With no waiting period:

- Noncontributory Plan – Insurance for an employee with a hire date of April 15 would begin on May 1.
- Contributory or Voluntary Plan – Insurance for an employee with a hire date of April 15 that signs the enrollment form before May 1 would begin on May 1. If the form is signed on or after May 1 but on or before May 16, insurance would begin on June 1.

Dental and Vision: Enrollment in the dental and vision plan is for a 1-year period. Employees/dependents may not terminate or change coverage during the Policy Year without a qualifying Life Event as defined in the Certificate. Without a qualifying Life Event, terminations and/or changes are only allowed during the Annual or Subsequent Enrollment Period.

2. Eligibility Assumptions

a. Rehire/Reinstatement

- The Policyholder can elect to include a rehire/reinstatement provision in their coverage.
- The standard rehire/reinstatement period for Layoff and Leave of Absence for employer groups is 90 days for life, disability, critical illness, accident, vision and dental coverages (basic and voluntary).
 - Rehire/reinstatement for Leave of Absence is **not available** for non-employer groups.

b. Continuation of Coverage

- The Policyholder can elect to include a continuation provision in their coverage.
- For Life, Critical Illness and Accident coverages, the standard Continuation period of Temporary Layoff or Personal Leave is 12 weeks.
- For Disability coverages, Continuation for Temporary Layoff, Furlough or Personal Leave is not standardly included.
- For Dental and Vision coverage, the standard Continuation is until the end of the month.
- Continuation is **not available** for non-employer groups.

NOTE: Changes from standard may affect premium rates. Contact your Implementation Manager for Information.

3. **Domestic Partner:** Are Domestic Partners covered? Yes No

4. **Enrollment: Voluntary Critical Illness, Short Term Disability, Life and AD&D, Long Term Disability**
Insurance may only be selected or increased through completion of the Evidence of Insurability health underwriting process for the covered participant(s), except for new covered participant(s) or those experiencing a life event according to the policy.

5. **Open Enrollment: Vision, Voluntary Term Life**

Mutual of Omaha has agreed to a one-time open enrollment to occur for a period of up to 90 days prior to the effective date of the policy, subject to the enrollment strategy requirements.

If open enrollment period differs, indicate dates here: (mm/dd) 05/01 through 07/31

During this one-time period, the covered participant(s) may elect insurance for the first time or request increased insurance up to the policy Guarantee Issue Amount for the covered participant(s) without providing health information. After this one-time period, insurance may only be elected or increased through completion of the Evidence of Insurability health underwriting process for the covered participant(s) except for new covered participant(s) or those experiencing a life event according to the policy. Any subsequent open enrollments are not allowed, unless approved in writing in advance of the enrollment by an authorized representative from Mutual of Omaha's home office.

6. **Annual Open Enrollment: Voluntary Critical Illness**

Mutual of Omaha has agreed to annual open enrollments to occur for a period of up to 90 days each year, subject to the enrollment strategy requirements. The first annual enrollment period will occur after the effective date of the policy.

During this annual period, the covered participant(s) may elect insurance for the first time or request increased insurance (if applicable) without providing health information. The start and end dates of the annual period must be approved in writing by an authorized representative from Mutual of Omaha's home office. Outside of this annual period, insurance may only be elected or increased through completion of the Evidence of Insurability health underwriting process for the covered participant(s) except for any new covered participant(s) or those experiencing a life event according to the policy.

7. Annual Open Enrollment: Dental

An annual open enrollment for a dental plan must be approved by underwriting at the time of quote. Without an approved annual open enrollment period, any benefit waiting periods or late entrant provisions will remain applicable during the annual/subsequent enrollment period.

POLICY ADMINISTRATION



EARNINGS DEFINITION

Insurable earnings: All employees' insurable earnings must be clearly defined so that premiums and claim payments are correctly calculated. Specify Class Description and Definition of Earnings for each class of employees.

Check this box if the Earnings Definition applies to all Class Descriptions and only complete Class 1.

Class Description	Class 1			Class 2			Class 3		
	All Eligible Employees								
Current Calendar Year ¹	<input checked="" type="checkbox"/>			<input type="checkbox"/>			<input type="checkbox"/>		
Overtime	<input type="checkbox"/>			<input type="checkbox"/>			<input type="checkbox"/>		
Differentials	<input type="checkbox"/>			<input type="checkbox"/>			<input type="checkbox"/>		
Other Extra Compensation	<input type="checkbox"/>			<input type="checkbox"/>			<input type="checkbox"/>		
Commissions	<input type="checkbox"/>	Number of Months Averaged		<input type="checkbox"/>	Number of Months Averaged		<input type="checkbox"/>	Number of Months Averaged	
Bonuses ²	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Prior Year W-2 ³	<input type="checkbox"/>			<input type="checkbox"/>			<input type="checkbox"/>		
Prior Calendar Year Average Earnings	<input type="checkbox"/>			<input type="checkbox"/>			<input type="checkbox"/>		

¹Earnings will be determined on the last day worked. Salary shall not exceed payroll records or premium paid.

²Additional approval may be necessary

³Bonuses, Commissions and Overtime are included

If the Earnings Definition you select here is different from what is shown on the Sold Proposal or if you do not see the Earnings Definition you want, please contact your Implementation Manager.

PREMIUM CONTRIBUTIONS

Key

- A. Non-Contributory - 100% EmployER funded.
- B. Contributory - EmployER & EmployEE funded.
- C. Voluntary - 100% EmployEE funded with post-tax dollars. The EmployER is not grossing up employee wages or indirectly funding the program.
- D. Gross-Up - 100% EmployEE funded with post-tax dollars. The EmployER grosses up the employee wages.
- E. Tax Choice (IRS Revenue Ruling 2004-55) - 100% EmployER funded. EmployEEs are offered the choice of whether to have the premium included in their taxable income.
- F. Core / Buy-Up - Core plan is fully funded by the EmployER. The Buy-Up plan is fully funded by the EmployEE.
- G. Section 125 - EmployEE or EmployER funded.

Please take a minute to review the Group Insurance Proposal and verify the proposed plan's premium contributions and participation levels are accurate.

1. For Contributory coverage, indicate the percentage of premium paid by both the EmployER and EmployEE.

	ER %	EE %	Pre-Tax Post-Tax	Section 125 Plan
Life (EE)				<input type="checkbox"/> Yes
Life (DEP)				<input type="checkbox"/> Yes
LTD				<input type="checkbox"/> Yes
STD	80	20		<input checked="" type="checkbox"/> Yes
Dental (EE)	100	0		<input checked="" type="checkbox"/> Yes
Dental (DEP)	0	100		<input checked="" type="checkbox"/> Yes
CI (EE/CH)				<input type="checkbox"/> Yes
CI (SP)				<input type="checkbox"/> Yes
Accident				<input type="checkbox"/> Yes
Standalone AD&D				<input type="checkbox"/> Yes
Vision (EE)	100	0		<input checked="" type="checkbox"/> Yes
Vision (DEP)	0	100		<input checked="" type="checkbox"/> Yes
MA PFL*				n/a
MA PML*				n/a

If any benefits are offered under a Section 125 plan, please indicate your subsequent enrollment period (mm/dd): 05/01-07/31

2. If Disability coverage is being applied for, it is important to know how premiums are funded as this will affect the tax treatment of benefit payments. Please select how Disability premiums will be funded.

Type (See Above Key)	Contribution	STD	LTD
A. Non-Contributory	100% Employ <u>ER</u>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Yes
B. Contributory	Employ <u>ER</u> / Employ <u>EE</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Yes
C. Voluntary	100% Employ <u>EE</u>	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
D. Gross-Up	100% Employ <u>EE</u>	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
E. Tax-Choice	Employ <u>ER</u>	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
F. Core / Buy-Up	Employ <u>ER</u> / Employ <u>EE</u>	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
G. Section 125	Employ <u>ER</u> / Employ <u>EE</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Yes

POLICY INFORMATION

Active at work requirement: We will issue our standard and approved policy language.

Will all proposed insureds meet the Active Work requirement?

Yes All employees listed on the census will meet the Active Work requirement and will appear on the billing statement.

No Not all employees meet the Active Work requirement.

For Life, Dental, Vision, Accident, and Critical Illness coverage, if employees are not "actively at work", continuity of coverage options may apply. Employees who will not meet the Active Work requirement, or who are not eligible under Mutual of Omaha's continuity of coverage provisions, will be covered once they return to active work and will be added to the billing statement at that time.

Continuity of Coverage Information:

If the Mutual of Omaha policy replaces a prior plan that contained a provision allowing for continuation of coverage, the Mutual of Omaha policy will provide coverage subject to all of the conditions below for an employee who:

- was insured under the prior plan on the day prior to the Mutual of Omaha policy effective date
- is otherwise eligible under the Mutual of Omaha policy, but is not actively working on the policy's effective date due to injury or sickness or a leave of absence under federal or state law that allows for continuation of insurance
- is not eligible for benefits or continuation of insurance under any provision of the prior plan (i.e. waiver of premium, conversion, portability)
- is not a retired employee (unless the policy provides coverage for retired employees)
- **is not totally disabled** on the Mutual of Omaha policy's effective date (applies to continuity of **Life** coverage only)

PLEASE NOTE:

- Insurance is subject to uninterrupted payment of premium to us when due.
- Collection of premium does not guarantee payment of a claim. For **Life** claims, if it is determined at the time of claim that the insured was totally disabled as of the policy effective date, the claim will not be paid.
- For **Life, Accident and Critical Illness** coverage, if the insured has not returned to active work with the Policyholder by the end of the Continuity of Coverage provision, the Policyholder is responsible for providing the insured with conversion rights within 31 days of coverage ending.

For Disability coverage, employees who will not meet the Active Work requirement will be covered once they return to active work.

Extraterritorial States

The states listed below have enacted legislation that requires insurers to provide specific coverage for people residing in their states. If you have employees residing in any of these states, please select the states that would apply.

- | | | | |
|---|---|--|---|
| <input type="checkbox"/> APO/FPO Americas | <input type="checkbox"/> Foreign | <input type="checkbox"/> Mississippi | <input type="checkbox"/> Pennsylvania |
| <input type="checkbox"/> APO/FPO Europe | <input checked="" type="checkbox"/> Georgia | <input type="checkbox"/> Missouri | <input type="checkbox"/> Puerto Rico |
| <input type="checkbox"/> APO/FPO Pacific | <input type="checkbox"/> Guam | <input type="checkbox"/> Montana | <input type="checkbox"/> Rhode Island |
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Hawaii | <input type="checkbox"/> N Mariana Islands | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Idaho | <input type="checkbox"/> Nebraska | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> American Samoa | <input type="checkbox"/> Illinois | <input type="checkbox"/> Nevada | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Indiana | <input type="checkbox"/> New Hampshire | <input type="checkbox"/> Texas |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> Iowa | <input type="checkbox"/> New Jersey | <input type="checkbox"/> Utah |
| <input type="checkbox"/> BR Virgin Isl | <input type="checkbox"/> Kansas | <input type="checkbox"/> New Mexico | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> CANAL Zone | <input type="checkbox"/> Kentucky | <input type="checkbox"/> New York | <input type="checkbox"/> Virgin Islands |
| <input type="checkbox"/> California | <input type="checkbox"/> Louisiana | <input type="checkbox"/> North Carolina | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> Maine | <input type="checkbox"/> North Dakota | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> Marshall Islands | <input type="checkbox"/> Ohio | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> Maryland | <input type="checkbox"/> Oklahoma | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> Oregon | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Fed St of Micronesia | <input type="checkbox"/> Michigan | <input type="checkbox"/> Palau | |
| <input type="checkbox"/> Florida | <input type="checkbox"/> Minnesota | <input type="checkbox"/> Panama | |

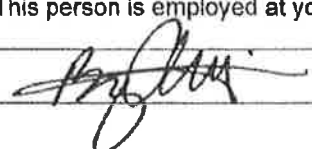
ERISA

Employee Retirement Income Security Act of 1974 (ERISA) is the federal law that sets minimum standards for most employer-sponsored benefits plans. For more information on ERISA, visit the U.S. Department of Labor (DOL) website at <https://www.dol.gov/dol/topic/health-plans/erisa.htm>.

1. Are your benefit plan(s) subject to ERISA?
 Nearly 90% of our clients are ERISA plans. Corporations, partnerships, sole proprietorships, and non-profit organizations are covered, **but governmental employers and churches are not**, and are exempt from the application of ERISA.
 Yes No

If yes, you must complete numbers 2-4 on this page.

2. Provide the ERISA plan administrator contact information below. This person is employed at your company and will receive information for annual reporting to the DOL.

Name	Bryan Aasheim 
Email Address	baasheim@canderco-ga.gov
Mailing Address	1075 E. Hiawatha St., Suite A, Metter, GA 30439
Phone	912-685-2835

3. In the boxes below, please provide the three-digit Plan Number (beginning with a '5'), Plan Year and type of coverage. This information can be found on your welfare benefit plan Form 5500.

Plan Number	5	5	5	5	5	5
Plan Anniversary (mm/dd)	/	/	/	/	/	/
Type of Coverage						

Summary Plan Document (SPD) materials include ERISA plan numbers and anniversary dates. Plan anniversary dates also indicate when you need information for your annual 5500 Schedule A DOL filing.

4. Would you like your ERISA information included in your Certificate booklet(s)?
 This relates to ERISA SPD requirements.
 Yes No

Note: The employer is ultimately responsible under ERISA for the benefits it agrees to provide its employees.

POLICY ADMINISTRATION



W-2 AND FICA TAX REPORTING SERVICES

- Employee:** Mutual of Omaha will withhold the employee portion of any (a) federal income tax; and (b) applicable Federal Insurance Contributions Act (FICA) tax. Mutual of Omaha will deposit withheld amounts with the IRS and will provide you with monthly reports that show the gross benefit paid and taxes withheld for each claimant.
- Federal Insurance Contributions ACT (FICA):**
 Accountability for W-2 preparation and payment of the employer's portion of FICA in the event of a disability claim is outlined in the 'ADDITIONAL BENEFITS' section of your Group Insurance Proposal. These are the options you have selected:

Mutual of Omaha to prepare W-2 and pay employer's share of FICA tax without reimbursement - This option is intended to reduce the administrative burden associated with FICA handling. Your share of the FICA tax will be included in your premium rate, and you will not be billed separately. We will provide you a monthly report reflecting gross benefits paid and taxes withheld for each beneficiary. (LTD)

Mutual of Omaha to prepare W-2. Employer will pay own share of FICA tax, if applicable - With this option, Mutual of Omaha prepares IRS Form W-2 for each employee who receives benefits under the policy. The employer will deposit their portion of any applicable FICA tax with the IRS. We will provide you daily and monthly reports reflecting gross benefits paid and taxes withheld for each beneficiary. (STD)
- For Other Taxes:** You will determine and deposit with appropriate agencies the applicable amount of federal and state unemployment taxes, including FUTA taxes, state disability insurance taxes, state or local occupations taxes, workers' compensation taxes and other taxes applicable to STD, MA PFML, and/or LTD benefits. You will timely submit Form 940 or Form 940EZ to the IRS, using your name, address and EIN. You will be responsible for any federal, state and local tax obligations not set forth as Mutual's obligations herein, including, with limitation, reporting, disclosure, deposit and payment of taxes.
- FICA Contact Information:** If Premium Billing Primary Contact is also your FICA contact, check this box
 Otherwise, please specify your FICA Contact:

Contact Name	Bryan Aasheim		
Address	1075 E. Hiawatha St., Suite A		
City, State, Zip	Metter	GA	30439
Phone & Fax	912-685-2835		
Email	baasheim@canderco-ga.gov		

List any additional location to which FICA information should be sent:

Location Name & Number			
Contact Name	Crystal Rader		
Address	1075 E. Hiawatha St., Suite A		
City, State, Zip	Metter	GA	30439
Phone & Fax	912-685-2835		
Email	ccarter@candlerco-ga.gov		

Provide the above information for any additional contacts or locations on a separate attachment.

POLICY ADMINISTRATION



Dental

Dental ID cards will be mailed to the Employee's home addresses unless indicated otherwise below.
 Mail Employee ID Cards to the Employer.

The dental Policy Year will be a Calendar Year unless otherwise specified. Meaning the deductible and annual maximum will start January 1 and end December 31 each year. If the Policy Year is to be a Plan Year, please define the Plan Year:

Start Date: _____ End Date: _____

The dental deductible and annual maximum will begin each year on this Start Date and will end on this End Date.

ACCEPTANCE OF TERMS AND CONDITIONS

I confirm that I have reviewed and completed all appropriate section of the Group Insurance Application and the Policy Administration document included in this Guide.

I agree to and accept the terms and conditions of the Group Insurance Proposal, the Group Insurance Application, and eligibility, benefit, cost details and other information provided in this Guide.

Company Name: Candler County Board of Commiissioners

Printed name of Authorized Company Representative: Bryan Aashem

Signature of Authorized Company Representative: [Signature]

Title: County Administrator Date: 6/21/21

An implementation call will take place during the setup of your new coverage. Who should be contacted in this call?

Primary Contact Producer Other

Name: Crystal Rader

Phone: 912-685-2835

POLICY ADMINISTRATION



DENTAL AND VISION – HIPAA RELEASE

I certify that the internal plan documents of the below named Policyholder have been amended to fully comply with all HIPAA Privacy and Security Rules. I further certify that I am authorized to allow the release of Protected Health Information (PHI) for members of the Policyholder to the below named individuals for business purposes. These persons are authorized to receive protected member information related to dental and vision claims processed on behalf of the Policyholder by United of Omaha Life Insurance Company/Mutual of Omaha Insurance Company.

Name:	Paul Collins
Title:	Broker
Address:	23452 Hwy 80 E.
City/State/Zip Code:	Statesboro, GA 30461
Phone:	912-489-3716
Email:	Paul.Collins@Assuredpartners.com

Name:	Jackie Bland
Title:	Customer Service Representative
Address:	23452 Hwy 80 E.
City/State/Zip Code:	Statesboro, GA 30461
Phone:	912-764-0195
Email:	Jackie.Bland@Assuredpartners.com

Name:	Bianca Morales
Title:	Customer Service Representative
Address:	23452 Hwy 80 E.
City/State/Zip Code:	Statesboro, GA 30461
Phone:	912-489-3716
Email:	Bianca.Parra@Assuredpartners.com

Name:	Jaye C. Avery
Title:	Customer Service Representative
Address:	23452 Hwy 80 E.
City/State/Zip Code:	Statesboro, GA 30461
Phone:	912-489-3716
Email:	jc.avery@Assuredpartners.com

Policyholder Legal Name: Candler County Board of Commissioners

Authorized Signature:

Print Name:

Bryan Aasheim

Title:

County Administrator

Date:

Note: Specific persons must be listed.

Sun Life Assurance Company of Canada

Application for Stop-Loss Insurance



1 Plan sponsor information

Full legal name of plan sponsor
Candler County Board of Commissioners
Address
1075 E HIAWATHA ST STE A
City
METTER

Policy number (office use only)

Policy effective date (mm/dd/yyyy)
07/01/2021

State Zip code
GA 30439

2 Subsidiaries, affiliates, divisions, and locations

Please list all subsidiaries, affiliates, divisions, and locations to be covered under the Stop-Loss policy.

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.

3 Requested coverage

Please select the coverage(s) being applied for.

Specific Benefit

Specific Benefit Deductible
\$ 40,000

Individual
 Family

Aggregating Specific Deductible (if applicable)
\$ 0

Specific Benefit **annual** maximum eligible expenses per Covered Person OR No maximum
\$

Specific Benefit **lifetime** maximum eligible expenses per Covered Person OR No maximum
\$

Aggregate Benefit

Aggregate Benefit maximum Aggregate Benefit maximum eligible expenses per Covered Person*
\$ 1,000,000 \$ 40,000

* Individual or family option applies to all selected coverages

4 Proposed benefits: rates, covered lives, and aggregate deductible factors

Specific Benefit enrollment:

	Rate	Lives
Employee only	\$407.82	70
Employee and dependent	\$729.88	1
Employee and family	\$1,077.44	1
Total:		72

Specific Covered Benefits:

Medical including prescription drug Medical excluding prescription drug

Rx Carve Out Claim Servicing:

Elect Decline

Rx Carve Out Claim Servicing with FTP:

Elect Decline

Aggregate Benefit enrollment:

	Medical	Prescription drug	Dental	STD	Vision	Other
Employee only	70	70				
Employee and dependent	1	1				
Employee and family	1	1				
Total	72	72				

Aggregate Deductible Factors (ADFs):

	Medical	Prescription drug	Dental	STD	Vision	Other
Employee only	\$647.73	\$218.09				
Employee and dependent	\$1,360.24	\$457.98				
Employee and family	\$2,007.97	\$676.07				

Monthly Aggregate Accommodation (MAA)

Aggregate Benefit Premium Rates:

Monthly rate: \$ 11.72 Annual rate: \$ _____ Other: _____ rate: \$ _____

5 Claims basis

Contract basis	Specific Benefit	Aggregate Benefit
12/12	Incurring and paid	<input type="checkbox"/>
15/12	3 month run-in	<input type="checkbox"/>
18/12	6 month run-in	<input type="checkbox"/>
24/12	12 month run-in	<input type="checkbox"/>
12/15	3 month run-out	<input type="checkbox"/>
12/18	6 month run-out	<input checked="" type="checkbox"/>
12/24	12 month run-out	<input type="checkbox"/>
Incurring		<input type="checkbox"/>
Paid	N/A	N/A
Other:	<input type="checkbox"/>	<input type="checkbox"/>
Terminal Liability Option:	<input type="checkbox"/>	<input type="checkbox"/>

3 months Other:

6 For employers that are providers of medical services (e.g. hospitals, clinics, etc.)

The Related Provider Reimbursement Percentage applied to Eligible Claims Expenses for Related Provider Services will be N/A % for the Specific Benefit and N/A % for the Aggregate Benefit

7 Retiree information

- 1. Specific Benefit: Is retiree coverage included? Yes No
- 2. Aggregate Benefit: Is retiree coverage included? Yes No

8 Additional benefits (Must be approved by underwriting)

The following benefits are available to enhance your Stop-Loss coverage.

Clinical Trials Benefit Provision
 Elect Decline

No New Special Conditions Rider at Renewal
 Elect Decline

9 Fraud warnings

Please read the fraud warning below before signing this form. Where noted, state law requires that we notify you of the following:

General fraud warning: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

AL: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

AR, LA, MA, NM, RI, and WV: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

DC: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

FL: Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

KS: Any person who knowingly and with intent to defraud any insurance company or other person files an Application for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto may be guilty of insurance fraud as determined by a court of law.

KY: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

MD: Any person who knowingly OR willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly OR willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

ME: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

OH: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

9 Fraud warnings, continued

OK: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

OR: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may have violated state law

PR: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances be present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

TN: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

VA: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may have violated state law.

VT: Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

10 Certification and signature

Please return this form and all additional required documentation to Sun Life Assurance Company of Canada.

This application does not bind coverage. The applicant agrees to provide Sun Life Assurance Company of Canada with a current census of all plan participants, a disclosure of all special risks on the Special Risk Questionnaire and a complete Plan document prior to the effective date specified in section 1. Upon approval of this application, Sun Life Assurance Company of Canada will issue a Stop-Loss insurance policy with insurance coverage to become effective on the effective date. This application will be attached to and made a part of the Stop-Loss policy.

The policy will be void if the applicant has concealed or misrepresented any material fact or circumstance concerning the subject of this application.

I have read or had read to me the fraud warning for my state.

Name of authorized representative of plan sponsor

Bryan Ascheim
Signature of authorized representative
X

Title *Administrator*

Today's date
6/21/21



Signature of agent/broker

X

Print name of agent/broker

Florida agent/broker license ID number

Countersigned by licensed resident agent (when required by law)

X

Amount paid with this application
\$

Contact us

By mail
Sun Life Assurance Company of Canada
P.O. Box 9133
Wellesley Hills, MA 02481

By fax
781-304-5383

www.sunlife.com/us

Customer Service 800-247-6875 M-F 8:00 a.m. – 8:00 p.m., ET

Sun Life Assurance Company of Canada

Direct Deposit Authorization for Stop-Loss Policyholders



To enjoy the safety and convenience of Sun Life Assurance Company of Canada's direct deposit services, simply complete this form and return it to your Sun Life Financial Account Manager.

1 Policyholder information

Please print clearly.

Policyholder name Candler County Board of Commissioners		Policy number	
Street address 1075 E HIAWATHA ST STE A			
City METTER	State GA	Zip code 30439	
Name of authorized representative signing this form	Title	Phone number	

2 Financial institution

Please attach a voided check to this form for verification of all bank or financial institution information.

Name of bank or financial institution	City and state of bank or financial institution
Policyholder's account number at bank or financial institution	Bank or financial institution routing number

3 Insured authorization statement

I hereby authorize Sun Life Assurance Company of Canada, including any of its subsidiaries and affiliates, to make all payments due under the policy listed above by direct deposit to the account designated above. This authorization shall be effective until further written notice from me, or another legally authorized representative, is received by Sun Life Assurance Company of Canada.

To correct any overpayments credited to this account, I hereby authorize and direct the financial institutions designated above to debit this account and refund such overpayment to Sun Life Assurance Company of Canada.

Signature of authorized representative
X

Date
6/21/21



Contact us

By mail
Sun Life Assurance Company of Canada
Stop-Loss Internal Sales Support
One Sun Life Executive Park SC3280
Wellesley Hills, MA 02481

By fax
781-304-5383

www.sunlife.com/us

Customer Service 800-247-6875 M-F 8:00 a.m. – 8:00 p.m., ET

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BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("**BAA**") is entered into on 6/17/2021 ("**Effective Date**") by and between Springbuk, Inc. (the "**Business Associate**") and

Candler County Board of Commissioners

sponsor ("**Plan Sponsor**") of the

Candler County Board of Commissioners

Group Benefit Plan (the "**Plan**" or "**Covered Entity**") (each a "Party" and collectively the "Parties"), for the purpose of compliance with the requirements established by the Standards for Privacy of Individually Identifiable Health Information and by the Security Standards for the Protection of Electronic Protected Health Information published by the U.S. Department of Health and Human Services Office for Civil Rights under the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") with respect to the use, protection and disclosure of Protected Health Information ("**PHI**").

Background. Business Associate is providing Services to Covered Entity pursuant to a separate Master Subscription and Professional Services Agreement in place between Covered Entity and Business Associate, or between Business Associate and Covered Entity's vendor

Pareto Health Technologies, LLC and AssuredPartners

(the "**Underlying Agreement**"), which will involve disclosure of PHI by Covered Entity or its vendors to Business Associate and may include disclosure of PHI from Business Associate back to Covered Entity. In addition, Covered Entity, and/or its vendors, and Business Associate may be receiving and/or transferring PHI electronically which will be subject to HIPAA security requirements for ePHI. For purposes of this BAA, any and all notices required under this BAA shall be sent to the privacy official within the Covered Entity.

Now Therefore, intending to be legally bound, the Parties agree as follows:

1. **Definitions.** Capitalized terms used, but not otherwise defined, in this BAA shall have the same meanings set forth in HIPAA and the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009 ("**ARRA**") and as those terms are defined in 45 CFR including particularly parts 160.103, 164.103, 164.304 and 164.501, as amended from time to time.
2. **Obligations and Activities of Business Associate.** Business Associate agrees to:
 - a) use reasonably appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent any use or disclosure of PHI other than as permitted by law and required by this BAA.
 - b) prevent use or disclosure of the PHI other than as provided for by this BAA and the Underlying Agreement.
 - c) implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it receives, maintains or transmits on behalf of the Covered Entity.
 - d) report to Covered Entity any use or disclosure of the PHI not provided for by this BAA as well as any security incident of which it becomes aware, including breaches of unsecured PHI as required by 45 CFR 164.410 ("**Unsecured PHI**"). This section constitutes ongoing notice to Covered Entity of unsuccessful security incidents like pings on firewalls, port scans, and malware that do not result in unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
 - e) ensure that any subcontractors to whom it provides PHI received from, or created, maintained, or transmitted by Business Associate on behalf of Covered Entity agree to the same restrictions and conditions that apply through this BAA to Business Associate with respect to such information.
 - f) provide access to, upon the written request of Covered Entity, PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements

under 45 CFR 164.524. Business Associate shall identify the records in its possession that are components of a Designated Record Set and shall consider those records as a Designated Record Set in satisfying its obligation under the BAA. Business Associate shall make such determination in accordance with 45 C.F.R. §164.501.

- g) make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the written request of Covered Entity or an Individual, in order to meet the requirements under 45 C.F.R. 164.526.
- h) make internal practices, books, and records relating to the use and disclosure of PHI received from, created or received by Business Associate on behalf of Covered Entity available to the Secretary of HHS, in a time and manner designated by the Secretary of HHS, for purposes of the Secretary of HHS determining Covered Entity's compliance with the Privacy Rule.
- i) document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
- j) provide to Covered Entity or an Individual, in time and manner designated by Covered Entity, information collected in accordance with 2 (i) of this BAA, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Business Associate shall provide an accounting of disclosures in accordance with this section and as required by 42 U.S.C. 17935 if PHI is contained in an Electronic Health Record.
- k) with respect to any use or disclosure of Unsecured PHI not permitted by the Privacy Rule that is caused solely by Business Associate's failure to comply with one or more of its obligations under this BAA, Covered Entity hereby delegates to Business Associate the responsibility for determining when any such incident is a Breach of Unsecured PHI and for providing all legally required notices in accordance with the security breach notification requirements set forth in 42 U.S.C. §17932 and 45 C.F.R. Parts 160 & 164 subparts A, D & E, and shall pay for the reasonable and actual costs associated with such notifications. In the event of a Breach of Unsecured PHI, without unreasonable delay, and in any event no later than forty-five (45) calendar days after discovery of the Breach of Unsecured PHI, Business Associate shall provide Covered Entity with written notification that includes a description of the Breach of Unsecured PHI, a list of affected Individuals, and a copy of the template notification letter to be sent to affected Individuals.
- l) to the extent the Business Associate is to carry out Covered Entity's obligations under the HIPAA Privacy requirements, comply with such requirements that apply to Covered Entity in the performance of such obligation.
- m) not make or cause to be made and written fundraising communication or communication about a product or service that is prohibited by 42 U.S.C. §17936 (a) and (b).
- n) not directly or indirectly receive remuneration in exchange for any PHI as prohibited by 42 U.S.C. §17935(d).

3. Minimum Necessary. To the extent required by HIPAA, Business Associate will limit any use, disclosure, or request for use or disclosure of PHI to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request.

4. Permitted Uses and Disclosures by Business Associate. Except as otherwise limited in this BAA, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity, and further, Business Associate may:

- (a) use PHI for the proper management and administration of the Business Associate or to carry out the responsibilities of the Business Associate.
- (b) disclose PHI for the proper management and administration of the Business Associate or to carry out its legal responsibilities, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for

which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- (c) de-identify and aggregate PHI as permitted by 45 C.F.R. §164.504(e)(2)(i)(B).
- (d) use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 C.F.R. §164.502(j)(1).
- (e) disclose PHI to other Business Associates of Covered Entity as directed in writing by Covered Entity.

5. **Obligations of Covered Entity.** Covered Entity shall (i) not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity; (ii) be compliant with all applicable laws and regulations pertaining to PHI that Covered Entity sends, or directs to be sent, to Business Associate including, but not limited to, the Federal Substance Abuse Rules and, specifically, 42 CFR Part 2; (iii) obtain any express written consents for individuals as required by law; (iv) not provide access to the PHI to any employee, agent or other designee (including not using or disclosing the PHI for any employment-related action or decision) unless allowable under HIPAA and HITECH; (v) use PHI for the limited purpose of satisfying its fiduciary obligation with respect to its administration of the Plan; and (vi) as necessary, amend its Plan documents as a condition of disclosure of PHI.

Also, Covered Entity agrees to provide Business Associate with:

- (a) the prompt notice of privacy practices that Covered Entity produces in accordance with 45 CFR 164.520, as well as any material changes to such notice. If there are any provisions in such notice that may limit Business Associate's use or disclosure of PHI beyond the restrictions set forth in this BAA, Business Associate will only be required to comply with such different or additional restrictions upon specific written agreement to do so.
- (b) prompt notice of any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures; and
- (c) prompt notice of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522 if such restrictions affect Business Associate's permitted or required uses and disclosures.

6. **Federal Substance Abuse Rules.** The Federal Substance Abuse Rules continue to govern the use and disclosure of such information and prohibit Covered Entity and Business Associate from further disclosing the protected information unless further disclosure is expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by 42 CFR Part 2. Covered Entity and Business Associate understand and agree that a general authorization for release of medical or other information or a HIPAA authorization is NOT sufficient for this purpose, and that COVERED ENTITY WILL BE RESPONSIBLE FOR OBTAINING ANY INDIVIDUAL WRITTEN CONSENTS AS REQUIRED BY LAW. Covered Entity and Business Associate also understand and agree that the Federal Substance Abuse Rules restrict any use of the protected information to criminally investigate or prosecute any alcohol or drug abuse patient.

7. **Termination.**

- (a) **Termination: Upon termination of the Underlying Agreement.** Business Associate shall return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI. Notwithstanding the foregoing, in the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall be entitled to retain such PHI, provided that Business Associate shall extend the protections of this BAA 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 Business Associate maintains such PHI. The Parties intend that the provisions of section shall survive termination of this BAA.
- (b) **Termination for Cause.** Upon a material breach of this BAA, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation in accordance with the Underlying Agreement. The Covered Entity will have the right to terminate this BAA if Business

Associate does not cure the breach or end the violation in accordance with the timeframes set forth in the Underlying Agreement.

- 8. Mutual Representations and Warranties of the Parties. Each Party represents and warrants to the other Party that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized, it has the full power to enter into this BAA and to perform its obligations, it is compliant with all laws and regulations regarding the receipt and/or disclosure of PHI, and that the performance by it of its obligations under this BAA have been duly authorized by all necessary corporate or other actions and will not violate any provision of any license, corporate charter, or bylaws; and that neither the execution of this BAA, nor its performance hereunder, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party, or give any governmental entity the right to suspend, terminate, or modify any of its governmental authorities or assets required for its performance hereunder.
- 9. Indemnification. The Parties each agree to indemnify, defend, and hold harmless the other and the other's respective employees, directors, officers, subcontractors, agent or other members of its workforce, each of the foregoing hereinafter referred to as "indemnified party," against all actual and direct losses suffered by the indemnified party and all liability to third parties arising from or in connection with any breach by the indemnifying party or its employees, directors, officers, subcontractors, agents or other members of its workforce of this BAA or of any warranty hereunder or from any negligence or wrongful acts or omissions, including failure to perform its obligations under the Privacy and Security Rules. Accordingly, on demand, the indemnifying party shall reimburse the indemnified party for any and all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any indemnified party by reason of a suit, claim, action, proceeding, regulatory or administrative investigations or fines, or demand by any third party which results from the indemnifying party's breach hereunder. The indemnifying party's obligation to defend and hold the indemnified party harmless shall be reduced in proportion to the extent such liability is attributable to the indemnified party's (i) gross negligence or wrongful act or omission, (ii) breach of this BAA, or (iii) failure to comply with applicable law. The Parties' obligation to indemnify any indemnified party shall survive the expiration or termination of this BAA.
- 10. Amendment and Modification. No part of this BAA may be amended, modified, supplemented in any manner whatsoever except by a written document signed by the Parties' authorized representatives. The Parties agree to take action to amend this BAA from time to time as necessary for Covered Entity to comply with the requirements of the Privacy Rule, Security Rule and the Health Insurance Portability and Accountability Act of 1996. This BAA can also be modified in accordance with the Amendment provision in the Underlying Agreement.
- 11. No Third-Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.
- 12. Effect on Underlying Agreement. Except as relates to the use, security and disclosure of PHI and electronic transactions, this BAA is not intended to change the terms and conditions of, or the rights and obligations of the Parties under, the Underlying Agreement.
- 13. Interpretation. A reference in this BAA to a section in the Privacy Rule or Security Rule means the section as amended from time to time. Any ambiguity in this BAA shall be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with the HIPAA Privacy Rule and the Security Rule.
- 14. Execution in Counterparts. This BAA may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this BAA delivered via e-mail (in pdf format) or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this BAA.
- 15. General. The terms and provisions of this BAA shall be governed and construed in accordance with the internal laws of the State of Indiana.
- 16. Authority. The individual(s) signing this BAA on behalf of Business Associate and Covered Entity are duly authorized representatives of the respective parties with full power and authority to execute this BAA.

IN WITNESS WHEREOF, the parties hereto have caused this Business Associate Agreement to be executed on the date written above.

Group Health Plan/Covered Entity
Candler County Board of Commissioners

Business Associate
Springbuk, Inc.

DocuSigned by:
Bryan Aasheim
0700D861755E44C

By: Bryan Aasheim
Title: Administrator

By: Joy Powell
Title: President

6/17/2021

Magellan Rx

Dear Chris Mayer - Magellan Rx

Candler County Board of Commissioners

(the "Plan") in partnership with

Pareto Health Technologies, LLC

and AssuredPartners

is now using Springbuk® for data analytics, predictive modeling of claims costs on a regular monthly basis, and other activities related to health care operations.

In accordance with data protection and privacy laws, you are hereby instructed and authorized to release data in your possession for the Plan to Springbuk, Inc., either directly or through its subcontractor. The initial data set will be comprised of the most recent months of activity, and thereafter you will provide monthly updates to Springbuk, Inc. or its delegated subcontractor. Upon request, Springbuk, Inc. or its subcontractor can provide you general descriptions of the data required for this process.

To the extent otherwise required, by remitting the foregoing data to Springbuk, Inc. or its delegated subcontractor, you expressly consent to its use and access to Springbuk's online databases by any parties referenced herein. The Plan represents and warrants that all necessary business associate agreements are in place in order for any protected health information to be disclosed to the parties referenced herein.

The Plan may authorize its broker or agent to determine the minimum necessary levels of access to be provided to end users of Springbuk databases, including the provision of individually identifiable information to designated employees of the Plan and its authorized third parties.

Should you have questions concerning the data transfer process, data elements needed, or file layouts, please contact

Implementation Project Manager Carrie Hardy
by telephone at (317) 850-0245
or by email at chardy@springbuk.com

Thank you for your cooperation in this matter.

DocuSigned by:
Bryan Aasheim
0799D861755E44C
Sincerely,

Bryan Aasheim
Administrator

6/17/2021

Meritain

Dear Rhuemma Bogert - Meritain

Candler County Board of Commissioners

(the "Plan") in partnership with

Pareto Health Technologies, LLC

and AssuredPartners

is now using Springbuk® for data analytics, predictive modeling of claims costs on a regular monthly basis, and other activities related to health care operations.

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To the extent otherwise required, by remitting the foregoing data to Springbuk, Inc. or its delegated subcontractor, you expressly consent to its use and access to Springbuk's online databases by any parties referenced herein. The Plan represents and warrants that all necessary business associate agreements are in place in order for any protected health information to be disclosed to the parties referenced herein.

The Plan may authorize its broker or agent to determine the minimum necessary levels of access to be provided to end users of Springbuk databases, including the provision of individually identifiable information to designated employees of the Plan and its authorized third parties.

Should you have questions concerning the data transfer process, data elements needed, or file layouts, please contact

Implementation Project Manager Carrie Hardy
by telephone at (317) 850-0245
or by email at chardy@springbuk.com

Thank you for your cooperation in this matter.

Sincerely, 
0700D861755E44C

Bryan Aasheim
Administrator

Magellan Rx Management, LLC.
15950 N. 76th Street, Suite 200
Scottsdale, AZ 85260

RE: Release of PHI to Springbuk, INC.

Dear Sir or Madam:

In accordance with the rules and regulations required under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the

Candler County Board of Commissioners

Health Plan ("Covered Entity") hereby authorizes Magellan Rx Management, LLC ("MRx") to securely disclose claims detail information concerning the Covered Entity's prescription drug coverage directly to Springbuk, Inc on an as requested basis. This authorization includes eligibility and claims information that is considered protected health information (PHI) under HIPAA.

Springbuk, Inc is a Business Associate of the Covered Entity as defined by HIPAA and an executed Business Associate Agreement (BAA) is on file with the Covered Entity. The Covered Entity has determined that the above disclosure is permissible under the HIPAA Privacy and Security Rules, as well as the health plan document and the BAA.

This authorization will remain in effect until the earlier of: 1) the date the Covered Entity or its designated third party administrator notifies MRx to cease this ongoing disclosure or 2) the date on which the contract between the Covered Entity and MRx is terminated.

By agreeing to transmit the information, MRx is relying upon the representations of Covered Entity. Covered Entity agrees to hold MRx harmless from any and all liability, including expenses, attorneys' fees, penalties or interest (liability) imposed because MRx's disclosure of the above information at the request of the Covered Entity, unless such liability arose due to MRx's gross negligence.

Regards, DocuSigned by:

Bryan Aasheim

0760D861755E44C

Signature of Individual authorized by the Plan

Name: Bryan Aasheim

Title: Administrator

Date: 6/23/2021

Contact Information for the third vendor party to whom this authorization applies:

Name of Company: Springbuk, Inc
Address: 525 S Meridian, Suite 1E 4, Indianapolis, IN 46225
Contact Person: Josh Castagno
Phone: 800-786-4940
Email: dataops@springbuk.com



MERITAIN
HEALTH

An Aetna Company

Authorization to Share Plan Information

I hereby instruct and authorize Meritain Health and any of its parents, subsidiaries and affiliates, and their respective employees, agents and subcontractors to provide certain member data, including PHI, for those members participating in the below referenced Plan as follow.

Information should be provided to the following Authorized Recipient:

Name of Vendor/Other Recipient: Springbuk Inc
Primary Address: Springbuk: 525 S Meridian, Suite 1B, Indianapolis, IN 46225

What Information should be shared?

The data subject to this authorization shall be transmitted in one of the following formats:

- Standard Eligibility CSV Extract Format
- Standard ICD 10 Claims Extract Format
- Standard Billing Extract Format
- Other: _____

How Long Information should be shared


- This authorization is for a one time file feed or exchange of data.
- This authorization shall be effective and continue until revoked in writing.
- This authorization is valid from _____ (mm/dd/yyyy) to _____ (mm/dd/yyyy).

By signing below I acknowledge I have the authority grant such access on behalf of the Plan. I further acknowledge that the Plan has an appropriate and fully executed Business Associate Agreement in place with Authorized Recipient and that the information being shared with the Authorized Recipient is the minimum necessary in accordance with HIPAA.

Name of Plan: Candler County Board of Commissioners

Title: Administrator

Date: 6/23/2021

Signature: 

Print Name of Authorized Representative of Client Completing Form: Bryan Aasheim

Complete and send form to Client Relationship Manager.