

AGENDA
REGULAR MEETING
5:00 P.M.
October 4, 2021

1. Call to Order
2. Invocation and *Pledge of Allegiance* –Candler County 4-H member, Rusch Goswick, Junior Board Vice President of Public Relations
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. Department Reports
 - a. Recreation – Mike Robins
 - b. Metter Fire Department – Jason Douglas
 - c. EMS – Joseph Reynolds
 - d. Roads & Bridges – Jerry Lanier
 - e. Solid Waste – Robert Hendrix
6. Approval of Minutes – September 7, 2021 and September 20, 2021 Regular Meetings
7. Financial Report
8. Old Business
9. New Business
 - a. ~~Consideration of a request from Caroline Sills to use the Candler County courthouse and park for a wedding venue~~
 - b. Consideration of a proclamation recognizing the month of October as Breast Cancer Awareness month
 - c. Consideration of an application for a special event alcohol permit (6.1.C) by the Metter-Candler Chamber of Commerce
 - d. Consideration of a proposal from Spatial Engineering to provide GIS services to Candler County (RightSpot) at a proposed first year cost of \$41,100.
 - e. ~~Discussion regarding the findings of the Candler County Zoning Panel~~
 - f. Discussion regarding the Candler County Comprehensive Plan, strategic planning, and capital project impacts to the county
 - g. ~~Consideration of a proposal from Johnson Laux Construction, LLC for replacement of the roof of the Detention Center~~
 - h. Authorization to remit payment to the Heart of Georgia Altamaha Regional Commission in the amount of \$21,000 for services rendered in the pre-mitigation hazard plan

- i. Consideration of approval of certain agreements, schedules and plan documents related to the Candler County employee health care plan.
- j. Discussion of the abandonment of Chainey Briar Road
- k. Public Defender has sent her request to retain the FY2021 budget \$7,950.29 of Candler's funds to keep the excessive funds.

10. Report from Chairman

11. Report from County Administrator

12. Report from Attorney

13. Reports from Commissioners

14. Executive Session

15. Adjournment

Board of Commissioners of Candler County
Regular Meeting
October 4, 2021
5:00 p.m.

The Board of Commissioners of Candler County met for the regular monthly meeting on Monday, October 4, 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 Blake Hendrix in attendance. County Administrator Bryan Aasheim and County Attorney Kendall Gross also attended the meeting. Clerk Kellie Lank scribed. Commissioner David Robinson did not attend this meeting. The Metter Advertiser was notified of the meeting.

Guests attending this meeting included: Metter-Candler Recreation Department Coach, Mike Robins; Candler County Ag Extension Agent, Susannah Lanier; Metter Fire Chief, Jason Douglas; Candler County Industrial Development Authority Director, Hannah Mullins and her son, Rusch Goswick. This meeting was offered via teleconference to the public.

Call to Order

Chairman Thrift called the meeting to order at 5:01 p.m.

Invocation and Pledge of Allegiance

Candler County 4-H member, Rusch Goswick, Junior Board Vice President of Public Relations delivered the invocation and led the *Pledge of Allegiance*.

Amendment to the Agenda

Commissioner Hendrix made a motion to amend the agenda to strike items 9. a., 9. e., 9. g. and add items 9. h., 9. i. and 9. j. Commissioner Thomas provided a second. The motion carried 4-0.

~~9.a Consideration of a request from Caroline Sills to use the Candler County courthouse and park for a wedding venue~~

~~9.e. Discussion regarding the findings of the Candler County Zoning Panel~~

~~9.g. Consideration of a proposal from Johnson-Laux Construction, LLC for replacement of the roof of the Detention Center~~

9.h. Authorization to remit payment to the Heart of Georgia Altamaha Regional Commission in the amount of \$21,000 for services rendered in the pre-mitigation hazard plan

9.i. Consideration of approval of certain agreements, schedules and plan documents related to the Candler County employee health care plan.

9.j. Discussion of the abandonment of Chainey Briar Road

Citizens Wishing to Address the Board

No citizens wished to address the Commission during this meeting.

Department Reports

Recreation – Coach Mike Robins delivered his September 2021 department report

- Half way through the season
- No games this week since school is out
- Fence project is underway

- Officials are difficult to find
- Big Bass would like to utilize the parking lot for their car shows in the future, eventually three times per year.

Metter Fire Department – Fire Chief Jason Douglas delivered the September 2021 Fire Report (Exhibit A)

- Calls up according to report
- Discussed helicopter landing issues at the Candler County Hospital

EMS – Mr. Aasheim presented the September 2021 EMS report and financials (Exhibit B)

Approval of Minutes

Vice-Chairman Jones made a motion to table the minutes for the September 7th and September 20th Regular Meetings. Commissioner Hendrix provided a second. The motion carried 4-0.

Financial Report

Administrator Aasheim delivered the financial report. (Exhibit C)

- All accounts are balanced as of September 30, 2021
- The General Fund operating account continues to be in a good position at \$2,314,979.95. The general fund total including the GF CD ended the month at \$2,551,462.25.
- The Landfill Closure Fund money market account balance at month end was \$1,732,518.51.
- The general funds are in line with the budget.
- The outflows of cash for July and August were up about \$100,000 per month from prior year which is consistent with the budgets. This is attributed to salary increases, operating cost increases and the cost of health care.
- The Expenditure report shows that most of the divisions are operating within the boundaries of the FY2022 budget.
- Revenues are filtering in at this point in the year. The historical increase in revenues is expected after the property tax revenues are collected.
- The Insurance Premium Tax will be calculated on FY2019 numbers rather than 2020 Census. With the growth in the state, there is an anticipated decrease next year for Candler County as the distribution is based on population.
- The 2018 SPLOST Distribution collected \$129,388.96 for September 2021 which went down to the normal collection range in comparison to August 2021's unusually large distribution amount of \$207, 833.47.

Old Business

Mr. Aasheim stated there is no Old Business to address in this meeting.

New Business

Consideration of a request from Caroline Sills to use the Candler County courthouse and park for a wedding venue

This item was removed from the agenda.

Consideration of a proclamation recognizing the month of October as Breast Cancer Awareness month

Mr. Aasheim presented a proclamation recognizing October as Breast Cancer Awareness Month. He mentioned that historically, the Commissioner’s Office adopts this proclamation as part of the annual campaign to assist in increasing awareness of the disease.

Vice-Chairman Jones made a motion to approve the proclamation recognizing October as Breast Cancer Awareness Month. Commissioner Thomas provided a second. The motion carried 4-0. (Exhibit D)

Consideration of an application for a special event alcohol permit (6.1.C) by the Metter-Candler Chamber of Commerce

Mr. Aasheim presented an application from the Metter-Candler Chamber of Commerce for a special event alcoholic beverage permit for the Metter-Chamber of Commerce Gala. The event will be held at Bevricks Char House Grille located at 1055 Fortner Road on November 20, 2021. Mr. Aasheim stated the Chamber is a non-profit organization and is not subject to paying a license fee. The license application finger printing process is complete and all required documents submitted by the Chamber’s Executive Director, Victoria Gaitten.

Vice-Chairman Jones made a motion to approve the application for a special event alcohol permit (6.1.C) by the Metter-Candler Chamber of Commerce. Commissioner Thomas provided a second. The motion carried 4-0.

Consideration of a proposal from Spatial Engineering to provide GIS services to Candler County (RightSpot) at a proposed first year cost of \$41,100.

Mr. Aasheim submitted a proposal from Spatial Engineering to provide RightSpot GIS services to Candler County for an FY22 estimated cost of \$41,000.00. He explained that it was brought to his attention by Marian Grier, recently retired Chief Tax Appraiser and current liaison, that the current contract with GIS1 was not encompassing all data needed to fully assess property within the county. The County contracted with GIS1 after in FY2019 after the Assessor Board submitted an RFP for GIS Services and recommended the company. Mr. Aasheim explained that GIS1 is contracted to only perform parcel layer GIS services, and there is a 30 day out clause within the contract. He stated there are many more layers of GIS data that are not being maintained or updated. The RightSpot software will give the county a data repository and mechanism for maintaining all data in the GIS system. This would allow a far better continuity of information within county offices and between county data and qPublic.

Commissioner Thomas made a motion to opt out of GIS1 contract and approve a proposal from Spatial Engineering to provide GIS services to Candler County (RightSpot) at a proposed first year cost of \$41,100. Vice-Chairman Jones provided a second. The motion carried 4-0. (Exhibit E)

~~**Discussion regarding the findings of the Candler County Zoning Panel**~~

This item was removed from the agenda.

Discussion regarding the Candler County Comprehensive Plan, strategic planning, and capital project impacts to the county

Mr. Aasheim requested this item be discussed during the October 18th meeting when all commissioners could be present.

~~Consideration of a proposal from Johnson-Laux Construction, LLC for replacement of the roof of the Detention Center—To be added~~

This item was removed from the agenda.

Authorization to remit payment to the Heart of Georgia Altamaha Regional Commission in the amount of \$21,000 for services rendered in the pre-mitigation hazard plan – To be added

Mr. Aasheim presented an invoice for \$21,000.00 by the Heart of Georgia Altamaha Regional Commission for services rendered in the pre-mitigation hazard plan. He explained that he anticipates FEMA to refund the county once an application for reimbursement is submitted. GEMA/FEMA has accepted the plan and all jurisdictions within Candler County have adopted the plan.

Commissioner Thomas made a motion to approve payment to the Heart of Georgia Altamaha Regional Commission in the amount of \$21,000 for services rendered in the pre-mitigation hazard plan.

Commissioner Hendrix provided a second. The motion carried 4-0. (Exhibit F)

Consideration of approval of certain agreements, schedules and plan documents related to the Candler County employee health care plan. – To be added

Mr. Aasheim requested the Commissioners consider the approval of documents related to the Candler County employee health care plan. He explained that he has been assured these are the final documents to provide updates to all of the agreements that the County signed agreements with in the process of implementing the employee health care program. Mr. Aasheim requested the Board's approval so that he could sign and return the contracts and agreements.

Chairman Thrift made a motion to approve of certain agreements, schedules and plan documents related to the Candler County employee health care plan. Vice-Chairman Jones provided a second. The motion carried 4-0. (Exhibit G)

Discussion of the abandonment of Chaney Briar Road

Mr. Gross explained that the legal requirements have been met for the County to abandon Chaney Briar Road.

Commissioner Hendrix made a motion to abandon Chaney Briar Road. Chairman Thrift provided a second. The motion carried 4-0.

Report from the Chairman

Chairman Thrift reported on the LOST training he and Mr. Aasheim attended on September 29, 2021 in Statesboro.

Report from the Administrator

Mr. Aasheim reported on:

- Continuing to work on the courthouse renovations. Needing movers to do this in less than three or four days
- Jason Grimes has requested ARPA funds to enhance the COVID protective barrier at the Tax Commissioner Office (Next meeting)

- Public Defender has sent her request to retain the FY2021 budget \$7,950.29 of Candler's funds to keep the excessive funds.

Commissioner Hendrix made a motion to amend the agenda to add item 9.K. Chairman Thrift provided a second. The motion carried 4-0.

9.k. Public Defender has sent her request to retain the FY2021 budget \$7,950.29 of Candler's funds to keep the excessive funds.

Commissioner Hendrix made a motion to not allow the public defender to retain the excess FY2021 funds. Chairman Thrift provided a second. The motion carried 4-0.

- Redistricting. Letter and discussion on statistics change. Yes to proposed map
- Discussed future LOST negotiation options
- Request from Joe Reynolds to hire an EMT on a part-time basis. Amanda Hughes.

Commissioner Hendrix made a motion to approve the hiring of Amanda Hughes after she passes the background check and drug testing. Vice-Chairman Jones provided a second. The motion carried 4-0

Report from the County Attorney

Mr. Gross had nothing to report.

Reports from the Commissioners

Commissioner Thomas representing Commission District 1 had nothing to report.

Vice-Chairman Jones representing Commission District 2 had nothing to report.

Commissioner Robinson representing Commission District 3 had nothing to report.

Commissioner Hendrix representing Commission District 4 had nothing to report.

Executive Session

There was no request for an executive session at this meeting.

Adjournment

Vice-Chairman Jones moved to adjourn the meeting at 6:26 p.m. Commissioner Hendrix provided a second to the motion. The motion carried 4-0.



Maranda K. Lank, Clerk

Attest



Chairman, Glyn Thrift

Exhibit A

Metter Fire Rescue Response List
Sep-21

Call Type and Jurisdiction

Sep-21

| | Structure | Vehicle | Res. | Brush | Inv. | Alarm | Heli. | Haz. | Service | Med. | Other | Total |
|--------------|-----------|----------|----------|----------|----------|----------|----------|----------|----------|-----------|----------|-------|
| City | 0 | 0 | 2 | 1 | 0 | 0 | 9 | 0 | 2 | 5 | 1 | 20 |
| County | 0 | 3 | 4 | 3 | 0 | 1 | 0 | 0 | 1 | 8 | 1 | 21 |
| Total | 0 | 3 | 6 | 4 | 0 | 1 | 9 | 0 | 3 | 13 | 2 | |

| | |
|--------------------|-----------|
| Total Calls | 41 |
|--------------------|-----------|

Total with mutual aid 42

1 mutual aid given to Emanuel County

Sep-20

| | Structure | Vehicle | Res. | Brush | Inv. | Alarm | Heli. | Haz. | Service | Med. | Other | Total |
|--------------|-----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|-------|
| City | 0 | 1 | 0 | 0 | 2 | 4 | 3 | 0 | 1 | 2 | 2 | 15 |
| County | 1 | 1 | 3 | 1 | 1 | 4 | 0 | 0 | 0 | 4 | 0 | 15 |
| Total | 1 | 2 | 3 | 1 | 3 | 8 | 3 | 0 | 1 | 6 | 2 | |

| | |
|--------------------|-----------|
| Total Calls | 30 |
|--------------------|-----------|

Total with mutual aid 31

1 mutual aid given to Emanuel County

Candler County EMS Patient Transports

September 2021

From Scene to Candler Co. Hospital = 78
From Candler Co Hospital to Memorial Sav. = 3
From Candler Co Hospital to Augusta University = 3
From Candler Co Hospital to Doctors Hosp. Aug. = 1
From Candler Co Hospital to East Ga. Regional = 2

From Scene to Meadows Regional = 5

From Scene to East Ga. Regional = 6

From Scene to Memorial Med. Sav. = 1

From Scene to Evans Mem. = 1

From Scene to Air Evac = 3

Mutual Aid = 1

Refusals = 56

Coroner Calls = 6

Cancelled Calls = 5

No Patient Contact = 2

Discharges back to Nursing Homes = 22

Total Calls 195 For September 2021

Total COVID calls for September = 10

This number is included in the total for the month of September, 2021

Exhibit C

Account Number

| GENERAL FUND | DESCRIPTION | BOOK BALANCE | BANK BALANCE | Difference | Notes |
|--------------------------|-----------------------------|-----------------------|----------------------------|------------|--------------------------|
| 100-11-1110 | GENERAL FUND QNB | \$2,314,979.95 | \$2,314,979.95 | \$0.00 | |
| 100-11-1308 | QNB CD (GF)-72770 | \$236,482.30 | \$236,482.30 | \$0.00 | 12/15/2021 Maturity Date |
| | Total | \$2,551,462.25 | | | |
| 100-11-1134 | LANDFILL CLOSURE FUND QNB | \$1,732,518.51 | \$1,732,518.51 | \$0.00 | |
| 100-11-1309 | QNB LFILL CLO CD-72769 | \$0.00 | \$0.00 | \$0.00 | 06/12/2021 Maturity Date |
| | Total | \$1,732,518.51 | | | |
| 100-11-1135 | JUVENILE COURT FUND QNB | \$1,630.37 | \$1,630.37 | \$0.00 | |
| 100-11-1136 | PUBLIC BUILDING FUND-CLOSED | \$0.00 | \$0.00 | \$0.00 | |
| 100-11-1139 | CANDLER COUNTY JAIL FUND | \$116,216.96 | \$116,216.96 | \$0.00 | |
| 100-11-1167 | HOSPITAL LOC | \$173,865.68 | \$173,865.68 | \$0.00 | |
| | HOSPITAL LOAN *9022 | | September 30, 2021 Balance | | \$1,191,440.68 |
| 100-11-1170 | AMERICAN RESCUE PLAN ACT | \$0.00 | \$0.00 | \$0.00 | |
| | Fund 100 Totals | \$5,412,779.95 | | | |
| D.A.T.E. FUND | | | | | |
| 212-11-1132 | D.A.T.E. QNBA | \$47,555.37 | \$47,555.37 | \$0.00 | |
| | Fund 212 Totals | \$47,555.37 | | | |
| E-911 FUND | | | | | |
| 215-11-1138 | E-911 FUND QNB | \$151,294.87 | \$151,294.87 | \$0.00 | |
| 215-11-1303 | CD_E911_QNB-72653 | \$157,230.61 | \$157,230.61 | \$0.00 | 10/26/2021 Maturity Date |
| | Fund 215 Totals | \$308,525.48 | | | |
| ARPA FUND | | | | | |
| 230-11-1170 | AMERICAN RESCUE PLAN ACT | \$837,086.18 | \$837,086.18 | \$0.00 | |
| | Fund 230 Totals | \$837,086.18 | | | |
| LMIG FUND | | | | | |
| 250-11-1110 | LMIG | \$515,979.33 | \$515,979.33 | \$0.00 | |
| | Fund 250 Totals | \$515,979.33 | | | |
| SSD FUND | | | | | |
| 270-11-1110 | Special Services District | \$597,097.75 | \$597,097.75 | \$0.00 | |
| | Fund 270 Totals | \$597,097.75 | | | |
| INMATE FUND | | | | | |
| 285-11-1139 | JAIL STORE FUND QNB | \$103,525.74 | \$103,525.74 | \$0.00 | |
| | Fund 285 Totals | \$103,525.74 | | | |
| 2011 SPLOST | | | | | |
| 320-11-1140 | 2011 SPLOST QNB | \$20,584.39 | \$20,584.39 | \$0.00 | |
| | Fund 320 Totals | \$20,584.39 | | | |
| 2018 SPLOST | | | | | |
| 321-11-1141 | 2018 SPLOST QNB | \$932,979.64 | \$932,979.64 | \$0.00 | |
| 321-11-1142 | 2018 SPLOST Hospital 20% | \$64,566.82 | \$64,566.82 | \$0.00 | |
| | Fund 320 Totals | \$997,546.46 | | | |
| TSPLOST CAPITAL | | | | | |
| 335-11-1141 | CASH IN BANK TIA SPLOST QNB | \$1,052,330.42 | \$1,052,330.42 | \$0.00 | |
| | Fund 335 Totals | \$1,052,330.42 | | | |
| HEALTH INS/PARETO | | | | | |
| 601-11-1112 | HEALTH INSURANCE/RESERVE | \$155,168.01 | \$155,168.01 | \$0.00 | |
| 601-11-1110 | HEALTH INSURANCE/PARETO | \$37,684.06 | \$37,684.06 | \$0.00 | |
| | Fund 601 Totals | \$37,684.06 | | | |
| | Report Totals | \$9,930,695.13 | | | |

Statement of Revenue and Expenditures

Revenue Account Range: First to Last

Expend Account Range: First to Last

Print Zero YTD Activity: No

Include Non-Anticipated: Yes

Include Non-Budget: No

Year To Date As Of: 09/30/21

Current Period: 07/01/21 to 09/30/21

Prior Year: 07/01/20 to 09/30/20

| Revenue Account | Description | Prior Yr Rev | Anticipated | Curr Rev | YTD Rev | Cancel | Excess/Deficit | % Real |
|-----------------|---------------------------------------|--------------|----------------|--------------|--------------|--------|-----------------|--------|
| 100-31-1100 | REAL PROP-CUR YEAR | \$0.00 | \$3,200,000.00 | \$0.00 | \$0.00 | \$0.00 | -\$3,200,000.00 | 0% |
| 100-31-1120 | TIMBER TAX | \$12,378.42 | \$55,000.00 | \$20,427.70 | \$20,427.70 | \$0.00 | -\$34,572.30 | 37% |
| 100-31-1190 | HOSPITAL LEVY | \$7,999.61 | \$280,000.00 | \$5,410.53 | \$5,410.53 | \$0.00 | -\$274,589.47 | 2% |
| 100-31-1200 | REAL PROP-PRIOR YEAR | \$82,172.16 | \$285,000.00 | \$93,518.34 | \$93,518.34 | \$0.00 | -\$191,481.66 | 33% |
| 100-31-1314 | ALTERNATIVE AD VAL T | \$0.00 | \$7,900.00 | \$0.00 | \$0.00 | \$0.00 | -\$7,900.00 | 0% |
| 100-31-1315 | TAVT | \$146,693.43 | \$600,000.00 | \$148,406.52 | \$148,406.52 | \$0.00 | -\$451,593.48 | 25% |
| 100-31-1320 | MOBILE HOME | \$1,041.90 | \$31,000.00 | \$3,510.49 | \$3,510.49 | \$0.00 | -\$27,489.51 | 11% |
| 100-31-1350 | RAILROAD EQUIPMENT | \$3,686.27 | \$3,600.00 | \$3,877.54 | \$3,877.54 | \$0.00 | \$277.54 | 108% |
| 100-31-1500 | PROPERTY NOT ON DIGE | \$1,949.30 | \$175,000.00 | \$1,264.32 | \$1,264.32 | \$0.00 | -\$173,735.68 | 1% |
| 100-31-1600 | REAL ESTATE TRANSFER | \$7,768.00 | \$40,000.00 | \$22,600.56 | \$22,600.56 | \$0.00 | -\$17,399.44 | 57% |
| 100-31-3100 | LOST | \$177,426.76 | \$720,000.00 | \$234,613.91 | \$234,613.91 | \$0.00 | -\$485,386.09 | 33% |
| 100-31-6300 | FINANCIAL INSTITUTIO | \$0.00 | \$30,000.00 | \$0.00 | \$0.00 | \$0.00 | -\$30,000.00 | 0% |
| 100-31-9110 | PEN & INT-REAL | \$32,194.28 | \$150,000.00 | \$40,843.79 | \$40,843.79 | \$0.00 | -\$109,156.21 | 27% |
| 100-31-9500 | PEN & INT-FIFA | \$588.50 | \$4,800.00 | \$1,953.29 | \$1,953.29 | \$0.00 | -\$2,846.71 | 41% |
| 100-32-1240 | HUNTING CAMP LIC/PER | \$300.00 | \$1,700.00 | \$450.00 | \$450.00 | \$0.00 | -\$1,250.00 | 26% |
| 100-32-2211 | LAND TRANSFER FEE | \$490.00 | \$1,600.00 | \$665.00 | \$665.00 | \$0.00 | -\$935.00 | 42% |
| 100-32-2240 | MOBILE HOME PERMITS | \$1,500.00 | \$8,500.00 | \$2,500.00 | \$2,500.00 | \$0.00 | -\$6,000.00 | 29% |
| 100-32-2250 | ELECTRICAL PERMITS | \$455.00 | \$2,000.00 | \$700.00 | \$700.00 | \$0.00 | -\$1,300.00 | 35% |
| 100-33-1152 | GEMA EMA PARTNERSHIP | \$0.00 | \$7,328.00 | \$0.00 | \$0.00 | \$0.00 | -\$7,328.00 | 0% |
| 100-33-1154 | GEORGIA CARES ACT | \$345,390.04 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0% |
| 100-33-1155 | GEORGIA CARES ACT-Elections | \$1,038.50 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0% |
| 100-33-1210 | AMERICAN RESCUE PLAN ACT (ARPA) | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0% |
| 100-33-4211 | FAMILY CONNECTIONS GRANT | \$14,774.18 | \$48,000.00 | \$12,679.11 | \$12,679.11 | \$0.00 | -\$35,320.89 | 26% |
| 100-33-5200 | FOREST LAND PROTECTION GRANTS (FLPA) | \$0.00 | \$25,000.00 | \$0.00 | \$0.00 | \$0.00 | -\$25,000.00 | 0% |
| 100-33-6004 | DISPATCH METTER SHA-2018 SDS AGREEMEN | \$16,250.01 | \$65,000.00 | \$16,250.01 | \$16,250.01 | \$0.00 | -\$48,749.99 | 25% |

Statement of Revenue and Expenditures

1:48 PM

4

| Revenue Account | Description | Prior Yr Rev | Anticipated | Curr Rev | YTD Rev | Cancel | Excess/Deficit | % Real |
|-----------------|-------------------------------------|--------------|--------------|--------------|--------------|--------|----------------|--------|
| 100-34-1120 | STATE COURT - COMMUNITY SERVICE | \$861.00 | \$3,000.00 | \$6.00 | \$6.00 | \$0.00 | -\$2,994.00 | 0% |
| 100-34-1190 | STATE COURT - JOF | \$350.00 | \$2,000.00 | \$1,150.00 | \$1,150.00 | \$0.00 | -\$850.00 | 57% |
| 100-34-1200 | CLERK OF COURT - GENERAL FILING FEE | \$8,867.50 | \$43,000.00 | \$15,873.50 | \$15,873.50 | \$0.00 | -\$27,126.50 | 37% |
| 100-34-1600 | TAVT/MOTOR VEHICLE COUNTY FEES | \$8,002.42 | \$30,000.00 | \$8,969.45 | \$8,969.45 | \$0.00 | -\$21,030.55 | 30% |
| 100-34-1940 | COMMISSIONS ON TAXES | \$2,974.06 | \$17,500.00 | \$3,122.51 | \$3,122.51 | \$0.00 | -\$14,377.49 | 18% |
| 100-34-1941 | METTER TAX COLLECTIO | \$1,250.00 | \$10,000.00 | \$1,350.00 | \$1,350.00 | \$0.00 | -\$8,650.00 | 14% |
| 100-34-2100 | LAW ENFORCEMENT FEES | \$4,182.50 | \$16,500.00 | \$5,460.00 | \$5,460.00 | \$0.00 | -\$11,040.00 | 33% |
| 100-34-2200 | GBI DRUG ENF-SALARY | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0% |
| 100-34-2201 | SCHOOL RESOURCE OFFICER | \$6,752.40 | \$40,000.00 | \$3,808.00 | \$3,808.00 | \$0.00 | -\$36,192.00 | 10% |
| 100-34-2202 | SOUTHEASTERN TECH COLLEGE UTILITES | \$0.00 | \$4,000.00 | \$644.87 | \$644.87 | \$0.00 | -\$3,355.13 | 16% |
| 100-34-2600 | EMS TRIP SERVICE FEES | \$117,000.90 | \$465,000.00 | \$137,930.73 | \$137,930.73 | \$0.00 | -\$327,069.27 | 30% |
| 100-34-2601 | EMS ANNUAL FEES | \$18,291.71 | \$500,000.00 | \$20,167.44 | \$20,167.44 | \$0.00 | -\$479,832.56 | 4% |
| 100-34-2602 | EMS LEGAL RECOVERY OF BACK DEBT | \$70.05 | \$0.00 | \$116.88 | \$116.88 | \$0.00 | \$116.88 | 0% |
| 100-34-2900 | HOSPITAL DEBT SERVICE FEES | \$622.18 | \$0.00 | \$864.91 | \$864.91 | \$0.00 | \$864.91 | 0% |
| 100-34-4131 | RECYLED MATERIALS | \$623.17 | \$1,500.00 | \$761.40 | \$761.40 | \$0.00 | -\$738.60 | 51% |
| 100-34-4150 | TIPPING LANDFILL FEES | \$28,315.47 | \$85,000.00 | \$24,769.63 | \$24,769.63 | \$0.00 | -\$60,230.37 | 29% |
| 100-34-4151 | RESIDENTIAL LDFL USE | \$18,449.15 | \$460,000.00 | \$20,318.07 | \$20,318.07 | \$0.00 | -\$439,681.93 | 4% |
| 100-34-4152 | RECYCLE CTR FEES | \$326.00 | \$1,500.00 | \$484.00 | \$484.00 | \$0.00 | -\$1,016.00 | 32% |
| 100-34-4153 | INERT LANDFILL FEES | \$7,555.38 | \$25,000.00 | \$4,944.86 | \$4,944.86 | \$0.00 | -\$20,055.14 | 20% |
| 100-34-7202 | JACK STRICKLAND RENT | -\$250.00 | \$2,500.00 | \$1,200.00 | \$1,200.00 | \$0.00 | -\$1,300.00 | 48% |
| 100-34-7205 | REC DEPT REGISTRATIO | \$9,510.00 | \$25,000.00 | \$12,380.00 | \$12,380.00 | \$0.00 | -\$12,620.00 | 50% |
| 100-34-7206 | REC DEPT CONCESSIONS | \$0.00 | \$10,000.00 | \$249.07 | \$249.07 | \$0.00 | -\$9,750.93 | 2% |
| 100-34-7207 | REC DEPT SPONSORS | \$244.00 | \$9,000.00 | \$54.00 | \$54.00 | \$0.00 | -\$8,946.00 | 1% |
| 100-34-7208 | FIELD RENTAL | \$100.00 | \$500.00 | \$0.00 | \$0.00 | \$0.00 | -\$500.00 | 0% |
| 100-34-7209 | REC DEPT ADMISSIONS | \$0.00 | \$3,000.00 | \$0.00 | \$0.00 | \$0.00 | -\$3,000.00 | 0% |
| 100-34-7210 | REC DEPT TOURNAMENT | \$0.00 | \$1,000.00 | \$0.00 | \$0.00 | \$0.00 | -\$1,000.00 | 0% |
| 100-35-1110 | SUPERIOR COURT FINES | \$4,677.54 | \$10,000.00 | \$453.61 | \$453.61 | \$0.00 | -\$9,546.39 | 5% |
| 100-35-1120 | STATE COURT FINES | \$56,773.00 | \$250,000.00 | \$107,791.18 | \$107,791.18 | \$0.00 | -\$142,208.82 | 43% |

Statement of Revenue and Expenditures

| Revenue Account | Description | Prior Yr Rev | Anticipated | Curr Rev | YTD Rev | Cancel | Excess/Deficit | % Real |
|-----------------|----------------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|---------------|------------------------|------------|
| 100-35-1130 | MAGISTRATE COURT | \$7,976.00 | \$30,000.00 | \$6,349.00 | \$6,349.00 | \$0.00 | -\$23,651.00 | 21% |
| 100-35-1150 | PROBATE COURT | \$6,981.43 | \$30,000.00 | \$6,123.75 | \$6,123.75 | \$0.00 | -\$23,876.25 | 20% |
| 100-35-1401 | STATE/SUPERIOR CT ADD ON FEE-JAIL FUND | \$6,161.57 | \$35,000.00 | \$11,536.99 | \$11,536.99 | \$0.00 | -\$23,463.01 | 33% |
| 100-35-1402 | MUNI COURT ADD ON FEE-JAIL FUND | \$5,615.17 | \$22,000.00 | \$6,625.83 | \$6,625.83 | \$0.00 | -\$15,374.17 | 30% |
| 100-35-1408 | JUVE COURT ADD ON FEE | \$60.00 | \$400.00 | \$190.00 | \$190.00 | \$0.00 | -\$210.00 | 48% |
| 100-35-1901 | PUBLIC DEFENDER FEES | \$132.00 | \$500.00 | \$330.50 | \$330.50 | \$0.00 | -\$169.50 | 66% |
| 100-36-1001 | INTEREST INCOME | \$1,274.04 | \$5,000.00 | \$2,374.04 | \$2,374.04 | \$0.00 | -\$2,625.96 | 47% |
| 100-36-1002 | INTEREST INCOME - LANDFILL CD | \$0.00 | \$15,000.00 | \$0.00 | \$0.00 | \$0.00 | -\$15,000.00 | 0% |
| 100-36-1003 | INTEREST INCOME - GENERAL FUND CD | \$0.00 | \$3,000.00 | \$0.00 | \$0.00 | \$0.00 | -\$3,000.00 | 0% |
| 100-37-1001 | PRIVATE DONATIONS | \$0.00 | \$0.00 | \$500.00 | \$500.00 | \$0.00 | \$500.00 | 0% |
| 100-37-1120 | HEALTH GRANT ACCG | \$0.00 | \$1,500.00 | \$0.00 | \$0.00 | \$0.00 | -\$1,500.00 | 0% |
| 100-38-9001 | MISC SALE OF PIPE | \$2,748.34 | \$15,000.00 | \$1,710.86 | \$1,710.86 | \$0.00 | -\$13,289.14 | 11% |
| 100-38-9003 | MISC TAX COMM FICA | \$6,031.83 | \$6,100.00 | \$5,622.47 | \$5,622.47 | \$0.00 | -\$477.53 | 92% |
| 100-38-9005 | MISCELLANEOUS | \$5,035.00 | \$15,000.00 | \$19,766.47 | \$19,766.47 | \$0.00 | \$4,766.47 | 132% |
| 100-38-9006 | INSURANCE PROCEEDS | \$19,053.71 | \$20,000.00 | \$6,071.07 | \$6,071.07 | \$0.00 | -\$13,928.93 | 30% |
| 100-38-9008 | FEES PAID - TAX COMMISSIONER LOSS | -\$239.50 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0% |
| 100-38-9999 | CANCEL PRIOR YEAR EXPENSE | \$0.00 | \$0.00 | \$1,167.70 | \$1,167.70 | \$0.00 | \$1,167.70 | 0% |
| 100-39-1800 | FUND BALANCE USE | \$0.00 | \$91,715.76 | \$0.00 | \$0.00 | \$0.00 | -\$91,715.76 | 0% |
| 100-39-2100 | SALE OF ASSETS | \$0.00 | \$0.00 | \$7,000.00 | \$7,000.00 | \$0.00 | \$7,000.00 | 0% |
| | GENERAL FUND Revenue Total | \$1,210,474.46 | \$8,046,643.76 | \$1,057,909.90 | \$1,057,909.90 | \$0.00 | -\$6,988,733.86 | 13% |

| Expend Account | Description | Prior Yr Expd | Budgeted | Curr Expd | YTD Expd | Cancel | Balance | % Expd |
|----------------|--------------------------------|---------------|--------------|--------------|--------------|--------|--------------|--------|
| 100-1100- | LEGISLATIVE | \$11,327.49 | \$50,200.18 | \$12,978.99 | \$12,978.99 | \$0.00 | \$37,221.19 | 26% |
| 100-1300- | EXECUTIVE | \$48,261.90 | \$224,857.28 | \$59,854.39 | \$59,854.39 | \$0.00 | \$165,002.89 | 27% |
| 100-1400- | ELECTIONS & VOTER REGISTRATION | \$19,170.24 | \$91,758.59 | \$19,279.88 | \$19,279.88 | \$0.00 | \$72,478.71 | 21% |
| 100-1510- | ADMINISTRATION | \$147,470.85 | \$360,470.87 | \$150,844.28 | \$150,844.28 | \$0.00 | \$209,626.59 | 42% |
| 100-1514- | BOARD OF EQUALIZATION: | \$496.92 | \$5,003.19 | \$1,002.94 | \$1,002.94 | \$0.00 | \$4,000.25 | 20% |
| 100-1535- | INFORMATION TECHNOLOGY: | \$56,889.69 | \$164,000.00 | \$90,022.37 | \$90,022.37 | \$0.00 | \$73,977.63 | 55% |

Statement of Revenue and Expenditures

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| Expend Account | Description | Prior Yr Expd | Budgeted | Curr Expd | YTD Expd | Cancel | Balance | % Expd |
|----------------|----------------------------------|----------------|----------------|----------------|----------------|--------|----------------|--------|
| 100-1545- | TAX COMMISSIONER | \$60,394.57 | \$280,902.54 | \$64,638.42 | \$64,638.42 | \$0.00 | \$216,264.12 | 23% |
| 100-1550- | TAX ASSESSOR | \$40,602.53 | \$235,643.98 | \$57,385.10 | \$57,385.10 | \$0.00 | \$178,258.88 | 24% |
| 100-1565- | PUBLIC BUILDINGS | \$52,624.37 | \$222,668.00 | \$54,342.71 | \$54,342.71 | \$0.00 | \$168,325.29 | 24% |
| 100-2150- | SUPERIOR COURT | \$41,805.53 | \$209,768.34 | \$56,834.00 | \$56,834.00 | \$0.00 | \$152,934.34 | 27% |
| 100-2180- | CLERK OF COURT | \$43,875.00 | \$228,313.08 | \$54,076.70 | \$54,076.70 | \$0.00 | \$174,236.38 | 24% |
| 100-2300- | STATE COURT | \$30,751.76 | \$112,693.99 | \$27,528.59 | \$27,528.59 | \$0.00 | \$85,165.40 | 24% |
| 100-2400- | MAGISTRATE COURT | \$22,080.45 | \$94,725.74 | \$24,590.27 | \$24,590.27 | \$0.00 | \$70,135.47 | 26% |
| 100-2450- | PROBATE COURT | \$34,084.74 | \$149,974.58 | \$38,315.54 | \$38,315.54 | \$0.00 | \$111,659.04 | 26% |
| 100-3300- | SHERIFF | \$281,902.26 | \$1,451,040.67 | \$381,974.39 | \$381,974.39 | \$0.00 | \$1,069,066.28 | 26% |
| 100-3326- | DETENTION CENTER | \$141,621.06 | \$697,403.41 | \$171,004.45 | \$171,004.45 | \$0.00 | \$526,398.96 | 25% |
| 100-3600- | EMERGENCY MEDICAL SERVICES | \$220,088.47 | \$1,099,877.08 | \$278,598.29 | \$278,598.29 | \$0.00 | \$821,278.79 | 25% |
| 100-3700- | CORONER | \$4,004.46 | \$33,595.60 | \$5,906.73 | \$5,906.73 | \$0.00 | \$27,688.87 | 18% |
| 100-3920- | EMERGENCY MANAGEMENT ASSOCIATION | \$13,479.55 | \$18,090.47 | \$11,922.55 | \$11,922.55 | \$0.00 | \$6,167.92 | 66% |
| 100-4200- | ROADS & BRIDGES | \$225,256.73 | \$1,112,183.17 | \$284,790.01 | \$284,790.01 | \$0.00 | \$827,393.16 | 26% |
| 100-4520- | COLLECTIONS | \$1,534.16 | \$0.00 | \$52.00 | \$52.00 | \$0.00 | -\$52.00 | 0% |
| 100-4530- | SOLID WASTE DISPOSAL | \$83,383.62 | \$505,636.89 | \$76,477.18 | \$76,477.18 | \$0.00 | \$429,159.71 | 15% |
| 100-5550- | FAMILY CONNECTIONS: | \$11,057.01 | \$48,000.00 | \$11,799.96 | \$11,799.96 | \$0.00 | \$36,200.04 | 25% |
| 100-7130- | AGRICULTURAL RESOURCES | \$5,641.34 | \$80,438.00 | \$4,183.46 | \$4,183.46 | \$0.00 | \$76,254.54 | 5% |
| 100-7450- | CODE ENFORCEMENT | \$2,691.24 | \$0.00 | \$2,691.24 | \$2,691.24 | \$0.00 | -\$2,691.24 | 0% |
| 100-7460- | RECREATION DEPARTMENT | \$55,616.75 | \$265,562.11 | \$55,019.14 | \$55,019.14 | \$0.00 | \$210,542.97 | 21% |
| 100-8000- | DEBT SERVICES: | \$12,500.00 | \$25,000.00 | \$6,250.00 | \$6,250.00 | \$0.00 | \$18,750.00 | 25% |
| 100-9000- | OTHER DEPARTMENTS | \$45,078.96 | \$280,836.00 | \$80,738.59 | \$80,738.59 | \$0.00 | \$200,097.41 | 29% |
| | GENERAL FUND Expend Total | \$1,713,691.65 | \$8,048,643.76 | \$2,083,102.17 | \$2,083,102.17 | \$0.00 | \$5,965,541.59 | 26% |

| 100 | GENERAL FUND | Prior | Current | YTD |
|-----|--------------|----------------|-----------------|-----------------|
| | Revenue: | \$1,210,474.46 | \$1,057,909.90 | \$1,057,909.90 |
| | Expended: | \$1,713,691.65 | \$2,083,102.17 | \$2,083,102.17 |
| | Net Income: | -\$503,217.19 | -\$1,025,192.27 | -\$1,025,192.27 |

Statement of Revenue and Expenditures

| Expend Account | Description | Prior Yr Expd | Budgeted | Curr Expd | YTD Expd | Cancel | Balance | % Expd |
|------------------------|------------------------------------|----------------------|--------------------|------------------|-----------------|---------------|-----------------------|---------------|
| <i>Revenue Account</i> | <i>Description</i> | | <i>Anticipated</i> | <i>Curr Rev</i> | <i>YTD Rev</i> | <i>Cancel</i> | <i>Excess/Deficit</i> | <i>% Real</i> |
| 212-35-1406 | D.A.T.E. DRUG ABUSE FINES | \$727.50 | \$5,000.00 | \$539.98 | \$539.98 | \$0.00 | -\$4,460.02 | 11% |
| 212-36-1001 | INTEREST INCOME | \$24.86 | \$75.00 | \$23.81 | \$23.81 | \$0.00 | -\$51.19 | 32% |
| | D.A.T.E. FUND Revenue Total | \$752.36 | \$5,075.00 | \$563.79 | \$563.79 | \$0.00 | -\$4,511.21 | 11% |
| <i>Expend Account</i> | <i>Description</i> | <i>Prior Yr Expd</i> | <i>Budgeted</i> | <i>Curr Expd</i> | <i>YTD Expd</i> | <i>Cancel</i> | <i>Balance</i> | <i>% Expd</i> |
| 212-9000- | OTHER DEPARTMENTS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0% |
| | D.A.T.E. FUND Expend Total | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0% |

D.A.T.E. FUND

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| | Prior | Current | YTD |
|-------------|----------|----------|----------|
| Revenue: | \$752.36 | \$563.79 | \$563.79 |
| Expended: | \$0.00 | \$0.00 | \$0.00 |
| Net Income: | \$752.36 | \$563.79 | \$563.79 |

| Revenue Account | Description | Prior Yr Rev | Anticipated | Curr Rev | YTD Rev | Cancel | Excess/Deficit | % Real |
|-----------------------|---------------------------------|----------------------|---------------------|--------------------|--------------------|---------------|----------------------|---------------|
| 215-34-2500 | E-911 FEES REV | \$50,105.66 | \$180,000.00 | \$46,094.68 | \$46,094.68 | \$0.00 | -\$133,905.32 | 26% |
| 215-36-1001 | INTEREST INCOME | \$81.30 | \$2,500.00 | \$82.10 | \$82.10 | \$0.00 | -\$2,417.90 | 3% |
| | E-911 FUND Revenue Total | \$50,186.96 | \$182,500.00 | \$46,176.78 | \$46,176.78 | \$0.00 | -\$136,323.22 | 25% |
| <i>Expend Account</i> | <i>Description</i> | <i>Prior Yr Expd</i> | <i>Budgeted</i> | <i>Curr Expd</i> | <i>YTD Expd</i> | <i>Cancel</i> | <i>Balance</i> | <i>% Expd</i> |
| 215-1510- | ADMINISTRATION | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0% |
| 215-3800- | E-911 | \$41,799.33 | \$182,500.00 | \$40,533.13 | \$40,533.13 | \$0.00 | \$141,966.87 | 22% |
| | E-911 FUND Expend Total | \$41,799.33 | \$182,500.00 | \$40,533.13 | \$40,533.13 | \$0.00 | \$141,966.87 | 22% |

Statement of Revenue and Expenditures

| Expend Account | Description | Prior Yr Expd | Budgeted | Curr Expd | YTD Expd | Cancel | Balance | % Expd |
|-------------------------------|----------------------------------------------------|---------------------|-----------------------|---------------------|---------------------|---------------|----------------------|------------|
| LMIG FUND Expend Total | | | | | | | | |
| | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0% |
| LMIG FUND | | | | | | | | |
| 250 | | | <u>Prior</u> | <u>Current</u> | <u>YTD</u> | | | |
| | Revenue: | \$341.39 | \$262.29 | \$262.29 | \$262.29 | | | |
| | Expended: | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | | |
| | Net Income: | \$341.39 | \$262.29 | \$262.29 | \$262.29 | | | |
| Revenue Account | Description | Prior Yr Rev | Anticipated | Curr Rev | YTD Rev | Cancel | Excess/Deficit | % Real |
| 270-31-1350 | RAILROAD EQUIPMENT | \$2,805.62 | \$3,000.00 | \$2,585.98 | \$2,585.98 | \$0.00 | -\$414.02 | 86% |
| 270-31-1750 | FRANCHISE TAX-TELEVI | \$11,892.02 | \$45,000.00 | \$11,292.15 | \$11,292.15 | \$0.00 | -\$33,707.85 | 25% |
| 270-31-4200 | ALCOHOL BEVERAGE EXC | \$29,394.91 | \$95,000.00 | \$26,739.87 | \$26,739.87 | \$0.00 | -\$68,260.13 | 28% |
| 270-31-6200 | INSURANCE PREMIUM TAX | \$0.00 | \$490,000.00 | \$0.00 | \$0.00 | \$0.00 | -\$490,000.00 | 0% |
| 270-32-1100 | ALCOHOLIC BEVERAGE LICENSE | \$1,800.00 | \$15,000.00 | \$0.00 | \$0.00 | \$0.00 | -\$15,000.00 | 0% |
| 270-32-1200 | GENERAL BUSINESS LICENSE | \$3,825.00 | \$11,300.00 | \$4,122.50 | \$4,122.50 | \$0.00 | -\$7,177.50 | 36% |
| 270-33-7001 | FIRE BUDGET SURPLUS METTER | \$30,888.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0% |
| 270-34-4110 | REFUSE COLLECTION CHARGE | \$16,199.98 | \$340,000.00 | \$15,448.03 | \$15,448.03 | \$0.00 | -\$324,551.97 | 5% |
| 270-35-1400 | CODE VIOLATION FINES | \$0.00 | \$0.00 | \$50.00 | \$50.00 | \$0.00 | \$50.00 | 0% |
| 270-36-1001 | INTEREST INCOME | \$237.19 | \$1,500.00 | \$357.09 | \$357.09 | \$0.00 | -\$1,142.91 | 24% |
| | SPECIAL SERVICE DISTRICT FUND Revenue Total | \$97,042.72 | \$1,000,800.00 | \$60,595.62 | \$60,595.62 | \$0.00 | -\$940,204.38 | 6% |
| Expend Account | Description | Prior Yr Expd | Budgeted | Curr Expd | YTD Expd | Cancel | Balance | % Expd |
| 270-1510- | ADMINISTRATION | \$146.50 | \$125,926.37 | \$0.00 | \$0.00 | \$0.00 | \$125,926.37 | 0% |
| 270-4520- | COLLECTIONS | \$82,950.48 | \$367,500.00 | \$83,101.08 | \$83,101.08 | \$0.00 | \$284,398.92 | 23% |
| 270-7410- | ZONING | \$0.00 | \$2,500.00 | \$50.00 | \$50.00 | \$0.00 | \$2,450.00 | 2% |
| 270-7450- | CODE ENFORCEMENT | \$0.00 | \$10,765.00 | \$11,007.05 | \$11,007.05 | \$0.00 | -\$242.05 | 102% |
| 270-9000- | OTHER DEPARTMENTS | \$120,183.64 | \$536,397.00 | \$165,815.56 | \$165,815.56 | \$0.00 | \$370,581.44 | 31% |
| | SPECIAL SERVICE DISTRICT FUND Expend Total | \$203,280.62 | \$1,043,088.37 | \$259,973.69 | \$259,973.69 | \$0.00 | \$783,114.68 | 25% |

Statement of Revenue and Expenditures

| Expend Account | Description | Prior Yr Expd | Budgeted | Curr Expd | YTD Expd | Cancel | Balance | % Expd |
|----------------|--------------------------------------|---------------|-------------|-----------|----------|--------|-------------|--------|
| 320-3500- | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0% |
| 320-8000- | DEBT SERVICE: | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0% |
| | 2011 SPLOST FUND Expend Total | \$41,934.73 | \$20,548.92 | \$0.00 | \$0.00 | \$0.00 | \$20,548.92 | 0% |

320 2011 SPLOST FUND

| | Prior | Current | YTD |
|-------------|--------------|---------|---------|
| Revenue: | \$94.03 | \$10.37 | \$10.37 |
| Expended: | \$41,934.73 | \$0.00 | \$0.00 |
| Net Income: | -\$41,840.70 | \$10.37 | \$10.37 |

| Revenue Account | Description | Prior Yr Rev | Anticipated | Curr Rev | YTD Rev | Cancel | Excess/Deficit | % Real |
|-----------------|---------------------------------------|--------------|----------------|--------------|--------------|--------|-----------------|--------|
| 321-31-3208 | 2018 SPLOST (COUNTY 56%) | \$162,173.74 | \$663,040.00 | \$214,432.81 | \$214,432.81 | \$0.00 | -\$448,607.19 | 32% |
| 321-31-3209 | 2018 SPLOST (Hospital 20%) | \$72,398.99 | \$296,000.00 | \$95,728.93 | \$95,728.93 | \$0.00 | -\$200,271.07 | 32% |
| 321-31-3210 | 2018 SPLOST (Metter 40%) | \$115,838.38 | \$473,600.00 | \$153,166.30 | \$153,166.30 | \$0.00 | -\$320,433.70 | 32% |
| 321-31-3211 | 2018 SPLOST (Pulaski 4%) | \$11,583.84 | \$47,360.00 | \$15,316.63 | \$15,316.63 | \$0.00 | -\$32,043.37 | 32% |
| 321-36-1005 | INTEREST INC 2018 SP | \$351.85 | \$25.00 | \$448.47 | \$448.47 | \$0.00 | \$423.47 | 1,794% |
| 321-36-1006 | INTEREST INC 2018 SPLOST Hospital 20% | \$9.19 | \$250.00 | \$19.42 | \$19.42 | \$0.00 | -\$230.58 | 8% |
| | 2018 SPLOST FUND Revenue Total | \$362,355.99 | \$1,480,275.00 | \$479,112.56 | \$479,112.56 | \$0.00 | -\$1,001,162.44 | 32% |

| Expend Account | Description | Prior Yr Expd | Budgeted | Curr Expd | YTD Expd | Cancel | Balance | % Expd |
|----------------|------------------------------------|---------------|--------------|--------------|--------------|--------|--------------|--------|
| 321-1510- | ADMINISTRATION | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0% |
| 321-1535- | 2018 SPLOST(Control changed to Sub | \$0.00 | \$10,000.00 | \$1,349.61 | \$1,349.61 | \$0.00 | \$8,650.39 | 13% |
| 321-1550- | TAX ASSESSOR | \$0.00 | \$4,500.00 | \$4,500.00 | \$4,500.00 | \$0.00 | \$0.00 | 100% |
| 321-1565- | PUBLIC BUILDINGS | \$0.00 | \$151,165.40 | \$68,424.20 | \$68,424.20 | \$0.00 | \$82,741.20 | 45% |
| 321-2450- | PROBATE COURT | \$0.00 | \$2,000.00 | \$0.00 | \$0.00 | \$0.00 | \$2,000.00 | 0% |
| 321-2780- | | \$0.00 | \$3,000.00 | \$0.00 | \$0.00 | \$0.00 | \$3,000.00 | 0% |
| 321-3300- | SHERIFF | \$161,887.76 | \$388,500.26 | \$169,231.19 | \$169,231.19 | \$0.00 | \$219,269.07 | 44% |
| 321-3600- | EMERGENCY MEDICAL SERVICES | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0% |
| 321-4200- | ROADS & BRIDGES | \$0.00 | \$280,565.00 | \$0.00 | \$0.00 | \$0.00 | \$280,565.00 | 0% |

Statement of Revenue and Expenditures

| Expend Account | Description | Prior Yr Expd | Budgeted | Curr Expd | YTD Expd | Cancel | Balance | % Expd |
|--------------------------------------|------------------------|---------------|----------------|--------------|--------------|--------|----------------|--------|
| 321-4530- | SOLID WASTE DISPOSAL | \$3,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0% |
| 321-4963- | | \$115,838.38 | \$510,220.00 | \$111,761.83 | \$111,761.83 | \$0.00 | \$398,458.17 | 22% |
| 321-4964- | | \$11,583.84 | \$47,360.00 | \$11,176.18 | \$11,176.18 | \$0.00 | \$36,183.82 | 24% |
| 321-4968- | | \$72,398.99 | \$296,000.00 | \$69,851.14 | \$69,851.14 | \$0.00 | \$226,148.86 | 24% |
| 321-7130- | AGRICULTURAL RESOURCES | \$0.00 | \$1,200.00 | \$0.00 | \$0.00 | \$0.00 | \$1,200.00 | 0% |
| 321-7460- | RECREATION DEPARTMENT | \$0.00 | \$54,100.00 | \$0.00 | \$0.00 | \$0.00 | \$54,100.00 | 0% |
| 2018 SPLOST FUND Expend Total | | \$364,708.97 | \$1,748,610.66 | \$436,294.15 | \$436,294.15 | \$0.00 | \$1,312,316.51 | 25% |

2018 SPLOST FUND

| | Prior | Current | YTD |
|-------------|--------------|--------------|--------------|
| Revenue: | \$362,355.99 | \$479,112.56 | \$479,112.56 |
| Expended: | \$364,708.97 | \$436,294.15 | \$436,294.15 |
| Net Income: | -\$2,352.98 | \$42,818.41 | \$42,818.41 |

| Revenue Account | Description | Prior Yr Rev | Anticipated | Curr Rev | YTD Rev | Cancel | Excess/Deficit | % Real |
|--------------------------------------|----------------------|--------------|--------------|-------------|-------------|--------|----------------|--------|
| 335-31-3204 | TIA SPLOST | \$91,932.09 | \$225,000.00 | \$82,560.10 | \$82,560.10 | \$0.00 | -\$142,439.90 | 37% |
| 335-31-3205 | GDOT | \$247,060.21 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0% |
| 335-36-1004 | INTEREST INC TIA SPL | \$421.76 | \$0.00 | \$505.61 | \$505.61 | \$0.00 | \$505.61 | 0% |
| 335-38-9005 | MISCELLANEOUS | \$0.00 | \$0.00 | \$971.00 | \$971.00 | \$0.00 | \$971.00 | 0% |
| TIA SPLOST FUND Revenue Total | | \$339,414.06 | \$225,000.00 | \$84,036.71 | \$84,036.71 | \$0.00 | -\$140,963.29 | 37% |

| Expend Account | Description | Prior Yr Expd | Budgeted | Curr Expd | YTD Expd | Cancel | Balance | % Expd |
|-------------------------------------|------------------|---------------|----------|------------|------------|--------|-------------|--------|
| 335-4200- | ROADS & BRIDGES | \$0.00 | \$0.00 | \$549.00 | \$549.00 | \$0.00 | -\$549.00 | 0% |
| 335-4968- | 2012 TIA SPLOST: | \$255,187.12 | \$0.00 | \$7,207.46 | \$7,207.46 | \$0.00 | -\$7,207.46 | 0% |
| TIA SPLOST FUND Expend Total | | \$255,187.12 | \$0.00 | \$7,756.46 | \$7,756.46 | \$0.00 | -\$7,756.46 | 0% |

Statement of Revenue and Expenditures

| Expend Account | Description | Prior Yr Expd | Budgeted | Curr Expd | YTD Expd | Cancel | Balance | % Expd |
|----------------|-------------|---------------|----------|-----------|----------|--------|---------|--------|
|----------------|-------------|---------------|----------|-----------|----------|--------|---------|--------|

335 TIA SPLOST FUND

| | | | | | | | | |
|-------------|--|--------------|--------------|----------------|-------------|--|--|--|
| | | | <u>Prior</u> | <u>Current</u> | <u>YTD</u> | | | |
| Revenue: | | \$339,414.06 | \$84,036.71 | \$84,036.71 | \$84,036.71 | | | |
| Expended: | | \$255,187.12 | \$7,756.46 | \$7,756.46 | \$7,756.46 | | | |
| Net Income: | | \$84,226.94 | \$76,280.25 | \$76,280.25 | \$76,280.25 | | | |

| Revenue Account | Description | Prior Yr Rev | Anticipated | Curr Rev | YTD Rev | Cancel | Excess/Deficit | % Real |
|-----------------|-------------|--------------|-------------|----------|---------|--------|----------------|--------|
|-----------------|-------------|--------------|-------------|----------|---------|--------|----------------|--------|

INTERNAL HEALTH INSURANCE FUND Revenue Total

| | | | | | | | | |
|-------------|-----------------------------------------------------|---------------|-----------------------|---------------------|---------------------|---------------|----------------------|------------|
| 601-34-1750 | ALLOCATED SELF INSURANCE COSTS FROM G | \$0.00 | \$1,268,541.00 | \$345,116.74 | \$345,116.74 | \$0.00 | -\$923,424.26 | 27% |
| 601-36-1001 | PARETO CLAIMS ACT INTEREST INCOME | \$0.00 | \$0.00 | \$3.16 | \$3.16 | \$0.00 | \$3.16 | 0% |
| 601-36-1002 | PARETO RESERVE ACT INTEREST INCOME | \$0.00 | \$0.00 | \$27.84 | \$27.84 | \$0.00 | \$27.84 | 0% |
| | INTERNAL HEALTH INSURANCE FUND Revenue Total | \$0.00 | \$1,268,541.00 | \$345,147.74 | \$345,147.74 | \$0.00 | -\$923,393.26 | 27% |

601 INTERNAL HEALTH INSURANCE FUND

| Expend Account | Description | Prior Yr Expd | Budgeted | Curr Expd | YTD Expd | Cancel | Balance | % Expd |
|----------------|-------------|---------------|----------|-----------|----------|--------|---------|--------|
|----------------|-------------|---------------|----------|-----------|----------|--------|---------|--------|

INTERNAL HEALTH INSURANCE FUND Expend Total

| | | | | | | | | |
|-------------------------|----------------------------------------------------|---------------|-----------------------|---------------------|---------------------|---------------|-----------------------|-----------|
| 601-1510-ADMINISTRATION | | \$0.00 | \$1,268,540.00 | \$114,986.67 | \$114,986.67 | \$0.00 | \$1,153,553.33 | 9% |
| | INTERNAL HEALTH INSURANCE FUND Expend Total | \$0.00 | \$1,268,540.00 | \$114,986.67 | \$114,986.67 | \$0.00 | \$1,153,553.33 | 9% |

Grand Totals

| | Prior | Current | YTD |
|--|-------|---------|-----|
|--|-------|---------|-----|

| | | | |
|-------------|----------------|-----------------|-----------------|
| Revenue: | \$2,069,627.17 | \$2,086,464.55 | \$2,086,464.55 |
| Expended: | \$2,621,156.42 | \$3,160,555.98 | \$3,160,555.98 |
| Net Income: | -\$551,529.25 | -\$1,074,091.43 | -\$1,074,091.43 |

Exhibit D

PROCLAMATION
Recognizing the Month of October as
Breast Cancer Awareness Month

WHEREAS, Every year, too many Americans are touched by the pain and hardship caused by breast cancer; and

WHEREAS, Breast cancer is the second most common form of cancer found in women in the United States and is the leading cause of cancer death for women with one in eight women diagnosed with breast cancer in their lifetime; and

WHEREAS, More than 2,500 men will likely be diagnosed with some form of breast cancer in 2018, but thanks to early detection and improved treatment options, deaths from breast cancer have decreased significantly in the last decade; and

WHEREAS, Many people have endured the heartbreak of losing someone to breast cancer, and it's the memories of those loved ones that drive us to find a cure; and

WHEREAS, All women are encouraged to talk to their healthcare providers about mammograms and other methods of early detection, as well as their risk of developing breast cancer and what can be done to reduce that risk; and

WHEREAS, During the month of October, we remember those lost to this terrible disease and stand strong for those currently facing a breast cancer diagnosis, and we strengthen our resolve to do our part in supporting those affected; and

WHEREAS, By raising awareness of breast cancer and supporting research, prevention and early detection, we will move closer to eradicating this disease.

NOW THEREFORE BE IT PROCLAIMED by the Candler County Board of Commissioners that October is designated as Breast Cancer Awareness Month and we urge all Candler County residents to spread awareness of this disease, provide support for those affected by this illness and educate others on its prevention and early detection.

This 4th Day of October, 2021.

CANDLER COUNTY BOARD OF COMMISSIONERS



Glyn Thrift, Chairman

ATTEST:

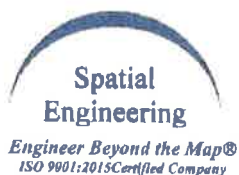
Kellie Lank, County Clerk



Proposal (revised 9/20/2021)

**RightSpot™ GIS Services
Candler County, Georgia
PID No. 21019**

September 15, 2021



Spatial Engineering, Inc.
613 Towne Park West Drive, Suite 202
Rincon, Georgia 31326
Office. 912.826.6688
www.spatialengineering.com

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1 Background

On September 9, 2021, Richard Truluck from Spatial Engineering, Inc.'s (SPATIAL) met with Mr. Bryan Aasheim, Ms. Marian Grier, and Mr. Glyn Thrift from Candler County (COUNTY) to learn about the COUNTY's GIS needs and present SPATIAL's GIS support services. Currently the COUNTY has GIS support for maintaining parcel data in GIS. However, the COUNTY has needs for other data such as roads, easements, right-of-way, soils, etc. Further, the COUNTY is interested in how GIS technology might support routine business processes like creating soil-parcel reports and managing trash receptacles. SPATIAL provides data management, user management, data maintenance, and on-call GIS services. The intent of this proposal is to establish a frame work based on industry standard technology; and to implement an initial setup to provide a wholistic approach to managing and maintaining the COUNTY's GIS. The long-term goal (not included in this proposal) is to reconcile and consolidate all the various data formats into a single enterprise GIS that support all appropriate COUNTY business functions. This proposal is valid for 90 days from date of submittal.

2 Point of Contact(s):

Spatial Engineering, Inc.:

Project Manager:

Ricky Truluck, PE
 613 Towne Park Dr West, Suite 202
 Rincon, GA 31326
rtruluck@spaleng.com
 O: 912-826-6688
 D: 912-826-6191

Candler County, Georgia

County Administrator:

Bryan Aasheim
 1075 E Hiawatha St
 Metter, GA 30439
baasheim@candlerco-ga.gov
 O: 912-685-2835

3 Definitions

| | |
|-------|-------------------------------------------------------------------------------------------------------------------------------------------|
| GIS | Geographic Information System |
| HTML5 | Revision 5 of the "Hypertext Markup Language," the standard programming language for describing the contents and appearance of Web pages. |
| HTTPS | "HyperText Transport Protocol Secure." Website using the HTTPS protocol to encrypt data sent back and forth with SSL encryption. |
| NA | Not Applicable |
| NIC | Not in Contract |
| | |

4 Task 1 – RightSpot™ Web Portal

4.1 Cost Breakdown:

1. 12-month data management: \$4,800

4.2 Scope of Work:

1. Provide system administration and geodatabase management.
2. Provide 24/7/365 backup.
3. Provide RSA 4096-bit secure HTTPS encryption.
4. Provide up to 10 Named user accounts.
5. Provide view access using standard web browsers like Edge, Chrome, and Firefox.
(Tablet and Smartphone requires internet access)
6. Provide access to RightSpot's tools and workflows.

4.3 Deliverables:

1. Data access via RightSpot.

4.4 Travel:

None.

4.5 Schedule:

Notice to Proceed + 365 days

4.6 Assumptions:

1. Web access covers RightSpot GIS data only.
2. Follow standard RightSpot set-up procedures.
3. This task does not include data cleanup and conversion. Data processing performed under separate task.
4. SPATIAL does not guarantee against natural disaster or forces outside of our control.
5. SPATIAL does not guarantee network connectivity between our demarcation point and the COUNTY's demarcation point. To ensure system health and a rapid recovery in the event of hardware failure, Spatial Engineering uses external monitoring services and daily backups of your data. If system downtime occurs, we will maintain contact with your organization's POC while the issue is being resolved. SPATIAL will restore service as quickly as possible.

5 Task 2 – Data Maintenance and On-Call Support

5.1 Cost Breakdown:

1. Authorized cost threshold \$2000/mo.
2. Work executed with the appropriate skill level and current billable rate.
3. Work billed monthly.

5.2 Scope of Work:

1. SPATIAL will provide GIS and data maintenance services as requested.
2. The CITY may request services using email or telephone.
3. On-Call Support may include, but is not limited to:
 - a. Data updates
 - b. Field data collection, Drone aerial collection, and GPS survey
 - c. Custom workflows and configurations
 - d. GIS analysis and products
 - e. Map production
 - f. GIS technical "help desk" support
 - g. Field verify as-built data and load into RightSpot
 - h. Update parcel fabric using Coordinate Geometry (COGO) if at all possible. Where parcel data does not support COGO, "best fit" digitizing may be used.
 - i. Once per year, submit the COUNTY's GIS information to the Department of Revenue (DOR) as part of the COUNTY's digest submission. Prior to submission, SPATIAL will execute a Discrepancy Report and work with the COUNTY to reconcile any issues prior to submitting. Submissions will be based on submission instructions provided 9/17/2021. (revision)
 - j. Transfer data to QPublic based on county guidance. SPATIAL anticipates a monthly update to QPublic. SPATIAL will execute a Discrepancy Report and work with the COUNTY to reconcile any issues prior to submitting to QPublic. (revision)

5.3 Deliverables:

1. Provide services as requested.
2. Incorporate resulting GIS data and products into the COUNTY's GIS geodatabase.

5.4 Travel:

1. Local mileage.

5.5 Schedule:

1. Schedule based on specific requests.

5.6 Assumptions:

1. Only the County Manager or their designee may assign tasks.
2. SPATIAL will request authorization to proceed for individual tasks estimated more than \$2,000.

6 Task 3 – Initial Setup

On September 10, 2021, SPATIAL collected GIS data from the Candler County Tax Assessor's office to be used for the initial setup. Three sets of data were collected: 1) a copy of Volume_D taken from Ms. Grier's computer hard drive, 2) a portable hard drive provided by Ms. Grier containing 2018 data, and 3) a copy of the latest data provided by GIS1. Reference Appendix A for a review of the data and a list of data layers proposed for the initial setup.

SPATIAL has identified 44 feature classes (~ 340,888 records) believed suitable for the initial setup. Feature classes not recommended at this time appear to be duplicates and subsets of a parent feature class; or data that will require additional processing and conversion. No data is being deleted. Reference Appendix A for a list of proposed feature classes, record counts, and date of last edit.

6.1 Cost Breakdown:

1. Task is fixed fee.

6.2 Scope of Work:

1. Data Layers:
 - a. Import data layers (Appendix A) from the County 2018-2019 GIS database. Data provided by the County.
 - b. Import latest 2021 parcel GIS data. Data provided by the County.
 - c. Create parcel fabric (polygon and boundary).
 - d. Check for latest data from Federal and State data sources.
 - e. Setup symbology for each layer.
 - f. Work with County to consolidate similar data layers. For example, Metter City Limits and Pulaski City Limits may be combined.
 - g. Import and publish County 2019 MrSID aerial imagery.
2. Map Books:
 - a. Setup map books for 1"=660' and 1"=200' based on provided map grid. (revision)
~~Setup map books for 1"=400', 1"=200', and 1"=100' based on provided map grid.~~
 - b. The 1"=200' scale will be used for city and highly developed areas in the county. (revision)
 - c. Create ArcMap MXD to support map books.
3. WinGAP:
 - a. Setup process to export WinGAP data.
 - b. Setup process to append WinGAP data (TaxPin, Real Key, Owner Key, Current Value, Tax Digest, Digest Class, Digest Strata, Digest Code) to GIS.
4. QPublic:
 - a. Setup transfer process to submit GIS and WinGAP data to QPublic.
5. Setup Users:
 - a. Obtain list of users from County.
 - b. Grant access to users.
 - c. Provide 1-hour training session at the County.

6. Reports:

- a. Parcel-Soils
 - i. Create a Parcel-Soils report that will list soil type and soil area within a parcel, or selection of parcels.
 - ii. Provide ability for user to create report as needed.
- b. Discrepancy Report
 - i. Test GIS parcel data against WinGAP parcel data.
 - ii. Identify orphan GIS parcel records and orphan WinGAP records. GIS and WinGAP should have a 1:1 relationship.
 - iii. Compare WinGAP acreage versus GIS calculated acreage. Measure acreage to the nearest 0.01 acre.
 - iv. Report orphan records and acreage differences.

6.3 Deliverables:

1. Data published in RightSpot.
2. Esri Geodatabase loaded on Chief Tax Assessor workstation.

6.4 Travel:

1. Local mileage.

6.5 Schedule:

1. Notice to Proceed + 30 days.

6.6 Assumptions:

1. Data layers identified for initial setup were taken from existing County data collected 9/10/21.
2. COUNTY will provide updated Address Point data from the County e911 in a xls or csv format.
3. COUNTY will provide the most current parcel data layer.
4. The County will sponsor SPATIAL for distributing data to QPublic.
5. The County will provide a list of users authorized to view data.
6. Setup does not include data updates. Only existing County data will be processed.

7 Cost Summary

The total contract value is **\$41,100.00**. The cost of data maintenance and on-call support may vary depending on services requested. SPATIAL will charge only for work executed.

| Task | Description | Cost |
|------|------------------------------------------|-------------|
| 1 | RightSpot Portal (1) | \$4,800.00 |
| 2 | Data Maintenance and On-Call Support (2) | \$24,000.00 |
| 3 | Initial Setup | \$12,300.00 |
| | | |

| | | |
|-------|--|-------------|
| Total | | \$41,100.00 |
|-------|--|-------------|

- (1) The fee for Task 1 – RightSpot Portal is fixed for the contract period. The payment for Task 1 is due at Notice to Proceed. SPATIAL has the right to adjust fee at the anniversary of the contract. SPATIAL will provide a 90-day notice to the COUNTY of any change to the fee.
- (2) The fee for Task 2 – Data Maintenance and On-Call Support is for budgeting only. SPATIAL will bill only for work requested. The actual cost may vary.
- (3) The initial setup is a one-time fee to setup and configure the GIS. Once setup, all future effort including data updates, tools, etc. are billed under Task 2.

8 Renewal and Cancellation Policy

The contract period for the services defined herein begin at the Notice to Proceed date and continue 365 days thereafter.

The contract will automatically renew on the anniversary date for an additional one-year term unless the COUNTY notifies SPATIAL in writing of the COUNTY's desire to terminate services. The COUNTY and SPATIAL may terminate services any time provided the receiving party is given a 30-day notice. Upon termination, SPATIAL will return all COUNTY data in an Esri format within 15 working days.

9 Proposal Acceptance

If the tasks, schedule, and fees presented in this proposal are acceptable, please sign, date, and return a copy to Spatial Engineering, Inc.

| For: Spatial Engineering, Inc. | For: Candler County |
|-------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|
| <u>Rebecca A. Truluck</u> | <u>[Signature]</u> |
| Date: 09/15/2021 | Date: <u>10/5/21</u> |
| Rebecca F. Truluck President 912-826-6688 btruluck@spateng.com | Name: <u>BRYAN ARSHEIM</u> Title: <u>ADMINISTRATOR</u> |

Appendix A - Review of existing data

A1 – Data Review

The following statistics and issues were identified while reviewing the source data from the COUNTY.

1. There is a folder called 2021 TAX MAPS which has PDFs of the tax maps. It says on those PDFs that the parcel data is current to 1/1/21 but we cannot find any ArcGIS MXDs to recreate them or any 2021 parcel data.
2. The latest parcel data is 3/6/2019 on the BLK 250GB HD provided by the COUNTY.
3. Much of the data is fairly old, with the most recent being within the 2018-2019 range.
4. There are a total of 77 feature classes including three empty feature classes.
5. There is a total of 388,020 data records.
6. The total number of folders provided is 343.
7. The total number of files provided is 12,610.
8. Parcel boundaries and boundary dimensions appear to be maintained in MicroStation DGN CADD files.
9. Parcel boundary dimensions do not consistently correlate with the parcel boundary. SPATIAL assumes where the dimension and boundary length match, the parcel was COGO'd.
10. SPATIAL proposes maintaining the parcel data in an Esri Parcel Fabric which will incorporate the parcel boundary and parcel dimensions into the GIS. This will allow all the parcel GIS data to be maintained in one format – GIS.
11. There are several data layers in the CADD that were not found in the GIS. SPATIAL will work with the COUNTY to convert those layers to GIS as they are needed.

A2 - Initial Data Layer Setup List

The following data layers are proposed for initial setup.

| Layer | Count | qPublic | Notes | Date |
|-------------------------------|--------------|----------------|-------------------------------------------------------------|-------------|
| Address Points | 5,417 | Yes | qPublic has a layer, but it doesn't appear to have any data | 7/22/2018 |
| BOC Districts | 10 | | | 3/6/2019 |
| BOE Districts | 12 | | | 3/6/2019 |
| Candler County Boundary | 1 | Yes | Scope | 9/25/2017 |
| Cemeteries | 46 | | | 8/4/2012 |
| Census Block Groups | 8 | | | 8/17/2012 |
| Census Tracts | 3 | | | 8/17/2012 |
| Elevation Polygons | 279,529 | | | 6/5/2017 |
| EMC Structures | 501 | | | 4/5/2018 |
| FCC Towers | 24 | | | 3/16/2013 |
| Fire Stations | 2 | | | 1/11/2018 |
| Flood Hazards | 25 | Yes | | 2/16/2018 |
| GADOT Road Centerlines | 1,404 | | | 3/9/2010 |
| GA Militia Districts | 6 | | | 3/26/2014 |
| GDOT Bridges | 4 | | | 3/8/2018 |
| Major Lakes | 41 | Yes | | 5/13/2014 |
| Major Streams | 649 | Yes | | 2/16/2018 |
| Metter City Council Districts | 2 | | | 8/10/2012 |
| Metter City Limits | 1 | Yes | Scope | 9/25/2017 |
| Minor Civil Divisions | 12 | | | 11/24/2009 |
| Minor Streams | 2,601 | Yes | | 2/16/2018 |
| NWI | 4,794 | | | 9/26/2011 |
| NGS Control Points | 165 | | | 4/3/2012 |
| NGS Geodetic Control | 228 | | | 3/2/2018 |
| NHD Flowlines | 3,132 | | | 8/22/2012 |
| NHD Waterbodies | 1,943 | | | 8/22/2012 |
| NRCS Conservation | 5 | | | 11/1/2017 |

RightSpot™ GIS Services
Candler County, GA
(revised 9/20/2021)

| Layer | Count | qPublic | Notes | Date |
|--------------------------------|---------|---------|-------------------------------------------------------------------------|-----------|
| Easements | | | | |
| Pulaski City Council Districts | 2 | | | 8/10/2012 |
| Pulaski City Limits | 1 | No | Scope | 9/25/2017 |
| Railroad Centerline | ? | Yes | Add from MicroStation DGN CADD data | |
| Reservoirs | 25 | | | 2/17/2018 |
| Soils | 91 | | | 2/16/2018 |
| State Highways | 266 | | | 4/14/2014 |
| Street Centerlines | 1,551 | Yes | Scope; qPublic includes railroads. Need to add. | 1/10/2018 |
| Subdivisions | 83 | | Scope | 8/21/2009 |
| Swamp Marsh | 144 | | | 2/17/2018 |
| Tax Parcels | 6,949 | Yes | Scope; also need Plat boundaries; current count is 6977 (as of 02/2021) | 3/6/2019 |
| Tax Parcels Flood Hazards | 6,949 | | Scope | 3/7/2019 |
| Tax Parcels Soils | 21,649 | | Scope | 3/8/2019 |
| Towers and Antennas | 41 | | | 3/8/2013 |
| USGS Quad Map Index | 9 | | | 9/23/2008 |
| US National Grid | 724 | | | 4/7/2014 |
| Waterbodies | 1,837 | Yes | | 2/16/2018 |
| WRP Conservation Easement | 2 | | | 6/12/2015 |
| | | | | |
| FCs to add to RightSpot | 44 | | | |
| Record Count | 340,888 | | | |
| | | | | |

Exhibit F

EXHIBIT "G"

Date: September 28, 2021

Candler County PDM Progress Payment Request

Instructions: All requests for progress payments must be supported by documentation supporting actual expenditures. Itemize expenditures below to the fullest detail possible, including a reference to specific sites or elements of work. Attach documentation that supports this progress payment request, such as copies of bills of sale, invoices, receipts, and checks evidencing payment. Do not send originals. Attach a continuation sheet if necessary.

AGREEMENT NUMBER: PDMC-PL-2016-3 FEMA Project Number: PDMC-PL-2016-3

SUBRECIPIENT NAME: Candler County GMS ID Number: HPD16-006

| Site Reference or Element of Work | Approved Amount | Previous Payment | Current Request | Description of Documentation Attached in Support of this Payment Request |
|---------------------------------------------|-----------------|------------------|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Fees / Contractor | \$21,000 | | \$21,000 | Invoice # 7059 Check # ** See Attached Contract, Invoice, and Check Copy |
| Labor | \$7,000 | | \$7,390.45 | Labor Expense Sheet **Required \$7,000 **Attained: \$7,390.45 in Labor Match Hours (Valued) **Overage-\$390.45 Overage Declined. Would like to Achieve Labor Match required amount only |
| Materials | \$0 | | \$0.00 | Invoice and Proof of Payment |
| Equipment | \$0 | | \$0.00 | Invoice and Proof of Payment |
| (from continuation sheet attached) SUBTOTAL | | | | N/A |
| TOTAL | | | \$28,390.45 | |
| Less Subrecipient Share (25%) | | | \$7,097.61 | |
| NET AMOUNT REQUESTED | | | 21,292.84 | |

Under penalty of perjury, I certify that to the best of my knowledge the data above is correct and that all outlays were made in accordance with the grant conditions, comply with procurement regulations contained within the 2 CFR, Part 200, and that payment is due and has not been previously requested. I am familiar with Section 317 of Public Law 93-288, as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act.

Signature of Subrecipient's Authorized Representative (and printed name)

Heart Of Georgia Altamaha RC
5405 Oak Street
Eastman GA 31023

478-374-4771

Invoice

Candler County
1075 East Hiawatha Street
Suite A
Metter GA 30439

09/22/2021
Invoice #: 7059 Order #:

Description: Hazard Mitigation Plan

Total Amount Due \$21,000.00

Hazard Mitigation

**Candler County Hazard Mitigation
Milestones**

| Milestone | Date Completed |
|-----------------------------------------------|-----------------------------|
| Planning Team Assembled | June 2018 |
| Contracted Plan Development | February 2018 |
| Informal Kickoff Meeting | June 2018 |
| First Formal Meeting | July 2018 |
| Risk Assessment | January 2018 |
| Second Formal Meeting | August 2018 |
| Critical Facilities Defined | October 2018 |
| GPS and Map Completed | January 2019 |
| Third Formal Meeting | September 2018 |
| Fourth Formal Meeting | October 2018 |
| Establishment of GOA's | September 2018-October 2018 |
| Plan Completion and Printing of First Draft | November 2020 |
| Submission of Final Draft to County | July 2021 |
| Approval of Mitigation Plan by Municipalities | August 2021 |

7

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Georgia Emergency Management Agency / Homeland Security

Labor Expense Summary

| YEAR | TITLE | EMPLOYEE | DATE | SUPER AND DEPARTMENT | | | | | | | | | | COSTS | | | | Budgeted Fiscal Year | Actual Fiscal Year | | | | | |
|------|-------------------------------|----------|----------|----------------------|-------|--------|-----------|-------|-------|-------|------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------------|--------------------|---------------|--|--|--|--|
| | | | | FEDERAL | STATE | COUNTY | MUNICIPAL | LOCAL | OTHER | GRANT | UNASSIGNED | UNAPPORTIONED | UNAPPORTIONED | UNAPPORTIONED | UNAPPORTIONED | UNAPPORTIONED | UNAPPORTIONED | | | UNAPPORTIONED | | | | |
| 2020 | City Manager, City of Atlanta | | 01/01/20 | | | | | | | | | | | | | | | | | | | | | |
| 2021 | City Manager, City of Atlanta | | 01/01/21 | | | | | | | | | | | | | | | | | | | | | |
| 2022 | City Manager, City of Atlanta | | 01/01/22 | | | | | | | | | | | | | | | | | | | | | |
| 2023 | City Manager, City of Atlanta | | 01/01/23 | | | | | | | | | | | | | | | | | | | | | |
| 2024 | City Manager, City of Atlanta | | 01/01/24 | | | | | | | | | | | | | | | | | | | | | |
| 2025 | City Manager, City of Atlanta | | 01/01/25 | | | | | | | | | | | | | | | | | | | | | |
| 2026 | City Manager, City of Atlanta | | 01/01/26 | | | | | | | | | | | | | | | | | | | | | |
| 2027 | City Manager, City of Atlanta | | 01/01/27 | | | | | | | | | | | | | | | | | | | | | |
| 2028 | City Manager, City of Atlanta | | 01/01/28 | | | | | | | | | | | | | | | | | | | | | |
| 2029 | City Manager, City of Atlanta | | 01/01/29 | | | | | | | | | | | | | | | | | | | | | |
| 2030 | City Manager, City of Atlanta | | 01/01/30 | | | | | | | | | | | | | | | | | | | | | |
| 2031 | City Manager, City of Atlanta | | 01/01/31 | | | | | | | | | | | | | | | | | | | | | |
| 2032 | City Manager, City of Atlanta | | 01/01/32 | | | | | | | | | | | | | | | | | | | | | |
| 2033 | City Manager, City of Atlanta | | 01/01/33 | | | | | | | | | | | | | | | | | | | | | |
| 2034 | City Manager, City of Atlanta | | 01/01/34 | | | | | | | | | | | | | | | | | | | | | |
| 2035 | City Manager, City of Atlanta | | 01/01/35 | | | | | | | | | | | | | | | | | | | | | |
| 2036 | City Manager, City of Atlanta | | 01/01/36 | | | | | | | | | | | | | | | | | | | | | |
| 2037 | City Manager, City of Atlanta | | 01/01/37 | | | | | | | | | | | | | | | | | | | | | |
| 2038 | City Manager, City of Atlanta | | 01/01/38 | | | | | | | | | | | | | | | | | | | | | |
| 2039 | City Manager, City of Atlanta | | 01/01/39 | | | | | | | | | | | | | | | | | | | | | |
| 2040 | City Manager, City of Atlanta | | 01/01/40 | | | | | | | | | | | | | | | | | | | | | |

(Handwritten signature)

Georgia Emergency Management Agency / Homeland Security Labor Expense Summary

| APPLICABILITY | | County Board | | 2. Quarter Number | | 3. Period Covered | | 4. Budget | | 5. Narrative | | 6. Page | |
|---------------------------------------|---------------------------------------------------------------|--------------------------------------------------------|-------|--------------------------------------------------------|--------|--------------------------------------------------------|--------|--------------------------------------------------------|--------|--------------------------------------------------------|--------|--------------------------------------------------------|--------|
| Candler County Board of Commissioners | | | | | | | | | | | | | |
| 4. Purpose/Work Performed | | Hazard Mitigation Plan Update - 172K Local Labor Match | | Hazard Mitigation Plan Update - 172K Local Labor Match | | Hazard Mitigation Plan Update - 172K Local Labor Match | | Hazard Mitigation Plan Update - 172K Local Labor Match | | Hazard Mitigation Plan Update - 172K Local Labor Match | | Hazard Mitigation Plan Update - 172K Local Labor Match | |
| | | | | DATE AND HOUR EMPLOYED | | TOTAL HOURS | | HOURLY RATE | | TOTAL HOURLY RATE | | TOTAL HOURS | |
| NAME | TITLE | DATE | HOURS | TRAVEL | TRAVEL | TRAVEL | TRAVEL | TRAVEL | TRAVEL | TRAVEL | TRAVEL | TRAVEL | TRAVEL |
| Michael B. Kelly Jr. | Candler Co EMS Director | Hours | 4 | | | | | | | | | | |
| Robert Shobe | Chief Medic Police Department | Hours | 37 | | | | | | | | | | |
| Karen Aquasoli | Environmental Services Director, Candler Co Health Department | Hours | 20 | | | | | | | | | | |
| Chris Stinger | Fire Inspector | Hours | 20 | | | | | | | | | | |
| Karen Wilcox | OR Coordinator, Candler County DECS | Hours | 20 | | | | | | | | | | |
| Mike P. Pook | Manager, Paramedic Transportation | Hours | 20 | | | | | | | | | | |
| Timothy P. Hill | Sergeant, Westar Police Department | Hours | 20 | | | | | | | | | | |
| Jacob Mullish | School Resource Deputy, Candler County Sheriff's Office | Hours | 20 | | | | | | | | | | |
| Heather M. Morris | Director, Candler County DECS | Hours | 20 | | | | | | | | | | |
| Nefely Olson | Director, Candler County Industrial Authority | Hours | 20 | | | | | | | | | | |
| Steve Poluninski | GIS Contractor, Candler County Tax Assessor's Office | Hours | 20 | | | | | | | | | | |
| Lance Taylor | Firefighter, Westar Fire and Rescue | Hours | 20 | | | | | | | | | | |
| John Jordan | Assistant Superintendent, Candler County School District | Hours | 20 | | | | | | | | | | |
| Thommas Lambert | Training Captain, Mettler Fire Rescue | Hours | 20 | | | | | | | | | | |
| Maranda Kelle Lusk | County Clerk, Candler Co Board of Commissioners | Hours | 20 | | | | | | | | | | |
| Stephanie Lovell | Administrative Assistant, Candler Co Dept. Work | Hours | 20 | | | | | | | | | | |
| John Lyster | Driver, Candler Co Public Works | Hours | 20 | | | | | | | | | | |
| Howard Porter | Manager of Member Services, Escalator EMC | Hours | 20 | | | | | | | | | | |
| John White | Sheriff EMA Director, Candler Co Sheriff's Office/EMA | Hours | 20 | | | | | | | | | | |
| Bonnie A. Collins | Clerk, Candler Co Sheriff's Office | Hours | 20 | | | | | | | | | | |
| Johnny Wells | Commissioner, Candler Co Board of Commissioners | Hours | 20 | | | | | | | | | | |
| Justin Wells | Captain/Deputy EMA Director, Candler Co Sheriff's Office/EMA | Hours | 20 | | | | | | | | | | |
| Bryan Ashburn | County Manager, Candler Co Board of Commissioners | Hours | 20 | | | | | | | | | | |
| Jason Douglas | Fire Chief, Westar Fire Rescue | Hours | 20 | | | | | | | | | | |
| Joe Carter | Captain, Westar Fire and Rescue | Hours | 20 | | | | | | | | | | |

Georgia Emergency Management Agency / Homeland Security

Labor Expense Summary

1. AGENCY: SanDiego County Board of Commissioners 2. COUNTY: SanDiego 3. FUND: 000000 4. PROJECT: 0000 5. REPORTING PERIOD: 01/01/2025 - 12/31/2025 6. REPORTING DATE: 01/01/2025 7. PAGE: 1 OF 1

8. PROJECT: SanDiego County Board of Commissioners 9. PROGRAM: 000000 10. FUND: 000000 11. REPORTING PERIOD: 01/01/2025 - 12/31/2025 12. REPORTING DATE: 01/01/2025

13. PROJECT: SanDiego County Board of Commissioners 14. PROGRAM: 000000 15. FUND: 000000 16. REPORTING PERIOD: 01/01/2025 - 12/31/2025 17. REPORTING DATE: 01/01/2025

| EMPLOYEE | DATE | HOURS | DAILY AND HOURLY RATES | | | | | | | | | | TOTAL HOURS | TOTAL HOURLY RATE | TOTAL AMOUNT | COSTS | | |
|-----------------------------------------------------------|------|-------|------------------------|------------|--------|--------|--------|--------|--------|--------|--------|--------|-------------|-------------------|--------------|-------|--------|--|
| | | | REGULAR | ADDITIONAL | TRAVEL | TRAVEL | TRAVEL | TRAVEL | TRAVEL | TRAVEL | TRAVEL | TRAVEL | | | | | TRAVEL | |
| NAME: <u>City Manager, City of Malibu</u> | | | | | | | | | | | | | | | | | | |
| TITLE: <u>City Manager, City of Malibu</u> | | | | | | | | | | | | | | | | | | |
| NAME: <u>Chumley, Candice Co. Board of Commissioners</u> | | | | | | | | | | | | | | | | | | |
| TITLE: <u>Chumley, Candice Co. Board of Commissioners</u> | | | | | | | | | | | | | | | | | | |
| NAME: <u>SanDiego County Board of Commissioners</u> | | | | | | | | | | | | | | | | | | |
| TITLE: <u>SanDiego County Board of Commissioners</u> | | | | | | | | | | | | | | | | | | |
| NAME: <u>SanDiego County Board of Commissioners</u> | | | | | | | | | | | | | | | | | | |
| TITLE: <u>SanDiego County Board of Commissioners</u> | | | | | | | | | | | | | | | | | | |
| NAME: <u>SanDiego County Board of Commissioners</u> | | | | | | | | | | | | | | | | | | |
| TITLE: <u>SanDiego County Board of Commissioners</u> | | | | | | | | | | | | | | | | | | |
| Total Cost for Labor Hours: \$ 1,541.73 | | | | | | | | | | | | | | | | | | |

I CERTIFY THAT THE ABOVE INFORMATION WAS OBTAINED FROM PAYROLL RECORDS, INVOICES, LABOR MATCH DOCUMENTATION FORMS OR OTHER DOCUMENTS THAT ARE AVAILABLE FOR AUDIT.

I CERTIFY THAT THE ABOVE COSTS ARE NOT BEING USED FOR LOCAL MATCH FOR ANOTHER FEDERAL GRANT.

DATE: _____

CANDLER COUNTY BOARD OF COMMISSIONERS

No. 013414

REFERENCE/DESCRIPTION

NET AMOUNT

Vendor: HEART005 HEART OF GEORGIA ALTAMAHA RDC
 PO: 22-00847 DESC: HAZARD MITIGATION
 INV: 7059 AMT: 21,000.00 21,000.00
 Check Date: 10/07/21 Check Amount: \$*****21,000.00

CANDLER COUNTY BOARD OF COMMISSIONERS

No. 013414

REFERENCE/DESCRIPTION

NET AMOUNT

Vendor: HEART005 HEART OF GEORGIA ALTAMAHA RDC
 PO: 22-00847 DESC: HAZARD MITIGATION
 INV: 7059 AMT: 21,000.00 21,000.00
 Check Date: 10/07/21 Check Amount: \$*****21,000.00

C189-01Q
MGL PRINTING SOLUTIONS

DETACH BEFORE DEPOSITING

THIS DOCUMENT HAS A COLORED BACKGROUND AND FLUORESCENT FIBERS • SEE ADDITIONAL SECURITY FEATURES ON REVERSE SIDE • MISSING A FEATURE INDICATES A COPY

CANDLER COUNTY BOARD OF COMMISSIONERS

1075 E. HIAWATHA STREET, SUITE A
 METTER, GA 30439
 GENERAL ACCOUNT

QUEENSBOROUGH NATIONAL B&T CO.
 NATIONAL BANK & TRUST COMPANY
 64-397/611

No. 013414

| | DATE | CHECK NO. | AMOUNT |
|----------------------------------------|--------------------------------------------------------------------|-----------|------------------|
| PAY | 10/07/21 | 13414 | \$*****21,000.00 |
| Twenty One Thousand AND 00/100 Dollars | | | |
| TO THE ORDER OF | HEART OF GEORGIA ALTAMAHA RDC 5405 OAK ST. EASTMAN, GA 31023 | | |

⑈013414⑈ ⑆061103975⑆ 30 27 60 0⑈

Heart Of Georgia Altamaha RC
5405 Oak Street
Eastman GA 31023

478-374-4771

RECEIVED
SEP 30 2021
Candler County

Invoice

Candler County
1075 East Hiawatha Street
Suite A
Metter GA 30439

09/28/2021

Invoice #: 7059 Order #:

Description: Hazard Mitigation Plan

Total Amount Due

\$21,000.00

Hazard Mitigation

100-3920-52-1201



CancerCARE

LETTER OF REPRESENTATION

September 28, 2021

Candler County Board of Commissioners
1075 E. Hiawatha St.
Metter, GA 30439

To Whom It May Concern,

INTERLINK Care Management, Inc. (CancerCARE) has a business associate relationship with the health benefit plan of Candler County Board of Commissioners to provide cancer case management and treatment review services. Please provide CancerCARE with requested Medical Records so that they can perform their contracted services.

Such activities do not require patient authorization pursuant to 45 CFR 164.506. Medical Records can be submitted to CancerCARE via secure fax (503-640-6277) or email (cancermanagement@interlinkhealth.com).

If you have any questions, please feel free to contact CancerCARE at 877-640-9610.

Thank you for your time and attention.

Signature of Authorized Representative for the Health Benefit Plan of Candler County Board of Commissioners

BRYAN AASHHEIM

Signatory Name Printed

ADMINISTRATOR

Signatory Title

10/5/21

Date



Claim Processing Authorization Agreement

Candler County Board of Commissioners ("Plan Sponsor"), as Plan Administrator for the Candler County Board of Commissioners Group Health Plan ("Plan"), hereby directs and authorizes Meritain Health, Inc. ("Meritain") to begin processing claims for the plan year beginning as of 7/1/2021 in accordance with the direction contained herein, based on the most current version of the plan benefit grid, which, for the avoidance of doubt, is attached to this agreement (the "Current Version"), until the Plan Document is finalized. Meritain agrees to process claims under the Plan in accordance with the direction contained herein as soon as reasonably practicable following Meritain's receipt of all necessary information, except that Meritain shall process claims in accordance with the Plan Document upon the formal adoption of the Plan Document by the Plan Sponsor. Any changes to benefits under the Plan Document which are not contained in the Current Version will apply to claims not processed by Meritain prior to the commencement of claims processing under the finalized Plan Document.

Plan Sponsor acknowledges and agrees that: (A) Meritain is not responsible for any claims, losses, damages or expenses incurred by Plan Sponsor or the Plan arising out of or in connection with the direction contained herein, including without limitation underpayments, overpayments or adjustments to claims based on changes to plan benefits from those contained in the Current Version including any changes subject to stop loss policy parameters which are not contained in the Current Version and which are requested by Plan Sponsor to be made to the Plan Document subsequent to the Current Version; and (B) it shall indemnify, defend and hold Meritain harmless from any claims, losses, damages or expenses incurred by Meritain arising out of or in connection with Meritain's processing of claims in accordance with the direction contained herein.

Candler County Board of Commissioners

Meritain Health, Inc.



 Authorized Signature

 Authorized Signature

10/5/21

 Date

 Date

BRUAN AASHHEIM

 Name

 Name

ADMINISTRATOR

 Title

 Title

**MERITAIN HEALTH, INC.
ADMINISTRATIVE SERVICES AGREEMENT**

This Administrative Services Agreement (this "**Agreement**"), effective as of **July 01, 2021** (the "**Effective Date**"), is by and between **Meritain Health, Inc.**, (including any of its affiliates performing Services hereunder) having its principal office at **300 Corporate Parkway, Amherst, New York 14226** ("**Meritain**") and **Candler County Board of Commissioners** having its principal office at **1075 East Hiawatha Street, Suite A, Metter, GA 30439** ("**Client**"). This Agreement applies to services to be provided by Meritain to Client in connection with Client's self-funded employee welfare benefit plan(s) formally known as: **Candler County Board of Commissioners Group Health Plan** (the "**Plan**"). In consideration of the mutual covenants and promises stated herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each party, the parties agree as follows:

1. DEFINITIONS.

The following words and phrases have the meanings set forth below:

- a. **Applicable Law** means any laws, codes, legislative acts and regulations, including but not limited to the Employee Retirement Income Security Act, as amended ("**ERISA**") and the Health Insurance Portability and Accountability Act, as amended ("**HIPAA**"), (collectively the "**Applicable Laws**") to the extent applicable to a party's performance under this Agreement (and in the case of Client, applicable to the Plan).
- b. **Claim** means a request by any person or entity for payment or reimbursement for Covered Services.
- c. **Claims Payment Account** means an account established, owned and funded by Client for payment or reimbursement of Covered Services, which account constitutes an asset of Client and not the Plan.
- d. **Covered Services** means the medical care, treatments, services or supplies described in the Plan Document as eligible for payment or reimbursement under the terms of the Plan. Covered Services may include at Client's request, but are not limited to, utilization review services (including pre-admission certification, second surgical opinion, concurrent review and discharge planning) and case management services (including those related to transplants, premature births, spinal cord injuries, multiple trauma, chemotherapy claims, medical appropriateness, end stage cancer patients, AIDS and large claims over \$50,000 in the aggregate per year).
- e. **Participant** means any person who is eligible, properly enrolled and entitled to benefits under the terms of the Plan.
- f. **Plan Document(s)** means the instrument(s), including the Summary Plan Description, if applicable, that set forth and govern the duties of Client, as the designated Plan Administrator, as well as the eligibility and benefit provisions that provide for the payment or reimbursement of Covered Services.
- g. **Provider** means a preferred provider network, physician, dentist, pharmacy, hospital, laboratory or other medical practitioner, or medical care facility, or a vendor of supplies or services, who or which is authorized to receive payment or reimbursement for Covered Services under the terms of the Plan.
- h. **Summary Plan Description ("SPD")** means the written materials that describe the terms and conditions under which the Plan operates, including without limitation coverage limits and procedures of the Plan (as described in Section 102 of ERISA if applicable).

2. SERVICES.

- a. Scope of Services. Meritain shall provide only those services expressly described in the attached schedules (the "**Services**"), which are incorporated herein. Meritain's obligations apply only to Claims incurred on or after the Effective Date and prior to the date this Agreement terminates or expires in accordance with its terms (the "**Termination Date**"). In its performance of the Services, Meritain shall be entitled to rely, without investigation or inquiry, upon any written or oral information or communication of Client, its agents or its third-party medical management vendor or third-party pharmacy benefits manager, if any.
- b. Subcontractors. Any of the Services may, at Meritain's discretion, be performed directly by it or wholly or in part through an affiliate of Meritain, or by another entity with which Meritain has an arrangement.
- c. Suspension of Services. If Client fails to pay Fees (as hereinafter defined) when due or fund its Claims Payment Account as required under Section 7.c. of this Agreement, in addition to any other remedies under this Agreement, at law or in equity, Meritain shall have the right to suspend Services including without limitation the processing of Claims until the Fees have been paid or the Claims Payment Account has been funded in accordance with Section 7.c. of this Agreement.
- d. Exclusivity. Meritain shall be the sole and exclusive provider to Client of each of the Services with respect to the Plan.

3. TERM; TERMINATION.

- a. Term; Renewal. The initial term of this Agreement begins as of the Effective Date and continues through and including **June 30, 2022** (the "**Initial Term**"), unless sooner terminated as provided in this Section. Unless a party provides the other with at least forty-five (45) days notice of non-renewal prior to the end of the Initial Term or any renewal term (a "**Renewal Term**"), (and the Initial Term and any Renewal Terms, collectively, the "**Term**") this Agreement will automatically renew in each instance for successive twelve (12) month Renewal Terms.
- b. Renewal Fees. Meritain may increase the Administrative Rates (as defined and set forth in the Fee Schedule) for each Renewal Term subject to Client's agreement as to such Administrative Rates. If the parties fail to agree upon new Administrative Rates, the existing Administrative Rates for the immediately prior Initial or Renewal Term, plus a percentage amount equal to the change in the Consumer Price Index for all Urban Areas for the previous twelve (12) months, shall apply for each such Renewal Term, and the parties agree that notwithstanding anything to the contrary herein, this Agreement shall be deemed amended to reflect such increase without further action by either party.
- c. Termination. This Agreement may be terminated:
 - i. by Meritain: (A) upon five (5) business days written notice to Client for Client's failure to pay any Fees when due if not paid in full within such notice period; (B) subject to the following subsection 3.c.i.C, upon five (5) business days written notice to Client for Client's failure to fund the Claims Payment Account as required under Section 7.c. of this Agreement if not funded in full within such notice period; (C) immediately upon written notice to Client for Client's failure to fund the Claims Payment Account as required under Section 7.c. of this Agreement two (2) or more times within any three (3) month period; or (D) immediately upon notice to Client for Client's failure to promptly sign and deliver stop loss insurance applications and disclosures, or any information or data necessary for Meritain to perform the Services;
 - ii. by either party upon thirty (30) days written notice to the other party for the other party's material breach of this Agreement, if such breach is not cured during such thirty (30) day period;

- iii. by either party upon thirty (30) days written notice after the other party: (A) becomes insolvent; (B) is, or states in writing that it is, unable to pay its debts as they become due; (C) makes an assignment for the benefit of its creditors; (D) files or has filed against it any proceeding in United States Bankruptcy Court; (E) is subject to a levy, seizure or sale of a substantial part of its property or assets on behalf of creditors; or (F) is subject to the appointment of a receiver for at least thirty (30) days.
- d. Early Termination. If Client terminates this Agreement prior to the expiration of the Initial Term or any Renewal Term, other than as permitted under Section 3.c. of this Agreement (an "**Early Termination**"), Client acknowledges that such Early Termination will cause damages to Meritain, and agrees to compensate Meritain for such damages as provided in this Section.
 - i. Client further acknowledges that the actual damages likely to result from an Early Termination are difficult to estimate as of the Effective Date and may be difficult for Meritain to prove. Accordingly, Client agrees that it shall pay, within thirty (30) days of any notice of termination on or before the effective date of such Early Termination, whichever occurs first, an amount as calculated below under Section 3.d.iii of this Agreement (the "**Early Termination Fee**").
 - ii. The parties intend that Client's payment of the Early Termination Fee is to be a reasonable measure of the anticipated probable harm to Meritain arising as a result of any Early Termination, would serve to compensate Meritain for any such Early Termination, and, although the actual damages incurred by Meritain as a result of such Early Termination (including actual, direct, indirect, consequential, special, and other damages) might exceed or be less than the Early Termination Fee, they do not intend for it to serve as punishment or penalty for any such Early Termination.
 - iii. The Early Termination Fee will be calculated in accordance with the chart set forth below:

| Duration of Initial Term or Renewal Term (the "In-Force Term") at Date of Termination | Number of Months of the In-Force Term Fulfilled | Early Termination Fee |
|---------------------------------------------------------------------------------------|-------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3 Years | 0-23 Months | 9% of the current total Administrative Rates multiplied by the number of covered employees at the time of termination, multiplied by the number of months of the In-Force Term that has been fulfilled. |
| | 24-35 Months | 5% of the current total Administrative Rates multiplied by the number of covered employees at the time of termination multiplied by the number of months of the In-Force Term that has been fulfilled. |
| 2 Years | 0-23 Months | 5% of the current total Administrative Rates multiplied by the number of covered employees at the time of termination multiplied by the number of months of the In-Force Term that has been fulfilled. |
| 1 Year | 0-11 Months | 100% of the current total Administrative Rates multiplied by the number of covered employees at the time of termination multiplied by the number of months remaining in the In-Force Term. |

e. Effect of Termination.

- i. Run-Out. Upon termination of this Agreement, for any reason other than termination by Meritain under Section 3.c. of this Agreement and subject to Client's payment of the Fees for run-out services set forth under the Fee Schedule, Meritain will continue to process Claims that were incurred prior to, but not processed as of, the Termination Date, which are received by Meritain

not more than six (6) months following the Termination Date (the "Run-Out Period"). The terms and conditions of this Agreement including without limitation Client's obligation to fund the Claims Payment Account, will survive the termination of this Agreement and remain in effect with respect, and to the extent applicable, to such Claims during the Run-Out Period. Meritain will have no obligation with respect to Claims received after the expiration of the Run-Out Period. For the avoidance of doubt, Meritain may terminate or suspend its obligations under this Section pursuant to Section 2.c. or Section 3.c. of this Agreement.

- ii. Subrogation. Unless Client directs Meritain, within sixty (60) days of the Termination Date, to send it all cases in the Meritain subrogation process, Meritain will continue subrogation and recovery efforts on all such cases and will remit to Client all proceeds it receives, less applicable fees under the Fee Schedule and Disclosures Exhibit. If Client requests to receive subrogation cases from Meritain, it will: (A) be deemed to have released Meritain and its subrogation vendor from and against any and all suits, claims, losses, fees and expenses related to the subrogation cases; and (B) reimburse Meritain for all out-of-pocket expenses.
- iii. Records. Upon termination of this Agreement, following payment to Meritain of all Fees due Meritain will release to Client or to a successor administrator, in Meritain's standard format, claims data and records in accordance with Meritain's then-standard policies and procedures within a reasonable time period following the Termination Date. Any other records requests by Client will be subject to Meritain's agreement to such request and Client's payment of any costs or other charges associated with such request.

4. STANDARD OF CARE.

Meritain will discharge its obligations under this Agreement with that level of reasonable care which a similarly situated services provider would exercise under similar circumstances. In connection with fiduciary powers and duties under this Agreement set forth in the Administrative Services Schedule, if any, Meritain shall observe the standard of care and diligence required of a fiduciary under ERISA Section 404(a)(1)(B).

5. FIDUCIARY DUTY.

Client is the "plan sponsor," "plan administrator" and "named fiduciary" with respect to the Plan, as such terms are interpreted under Applicable Law. Client, as Plan Administrator, retains complete authority and responsibility for the Plan, its operation, and the benefits provided thereunder. Meritain is empowered to act on behalf of Client in connection with the Plan only to the extent expressly stated in this Agreement, and that unless otherwise expressly set forth in the Administrative Services Schedule, and if so to the limited extent so set forth in the Administrative Services Schedule: (i) the Services will not include the power to exercise discretionary authority over Plan operations or Plan assets (if any), and (ii) Meritain will not for any purpose be deemed to be the "Plan Administrator" of the Plan or a "fiduciary" with respect to the Plan. Meritain's non-fiduciary services under this Agreement are intended to and will consist only of those "ministerial functions" described in 29 C.F.R. 2509.75-8, D-2 and will be performed within the framework of policies and interpretations established by Client. Client has the sole and complete authority to determine eligibility of persons to participate in the Plan, and has selected and is solely responsible for the Plan's benefit and coverage design.

6. FEES.

- a. Client shall pay Meritain all fees, costs, and other charges as set forth in the Fee Schedule, and any other fees, costs, or charges that may be set forth in this Agreement including any Schedule or Exhibit (collectively, the "Fees") on the first (1st) day of the month or on such other date agreed to in writing by the parties in accordance with Meritain's then-standard policies. Meritain will provide appropriate documentation regarding the Fees due and owed prior to the due date for that month's Services based on eligible employees at the time the invoice is generated. If Client elects electronic funds transfer withdrawal from Meritain for the payment of Fees, Client authorizes Meritain to withdraw the Fees from

its bank account on the due date. Adjustments to eligibility will be accounted for in the next invoice processing period. If the Fees are not received by Meritain within ten (10) days of due date, then in addition to any other remedies under this Agreement, at law or in equity, Meritain may charge a one and one-half percent (1.5%) late charge per month calculated from the first day of the month on all unpaid amounts.

- b. If Client is in default of paying any Fees under this Agreement, Meritain shall have the right to set-off such amounts against any monies due Client, including without limitation subrogation recoveries.

7. CLIENT'S RESPONSIBILITIES.

Client shall:

- a. maintain and furnish to Meritain current, accurate Plan eligibility and coverage information, and submit to Meritain written notice of any changes with respect to the status of any of the Participants within fifteen (15) days after Client becomes aware of any such change. Such information shall be provided in a format reasonably acceptable to Meritain and shall include the following with respect to each Participant: name and address, social security number, date of birth, type of coverage, sex, relationship to employee, changes in coverage, date coverage begins or ends, and any other information necessary to determine eligibility and coverage levels under the Plan. When dependents reach the maximum age specified in the Plan Document, such dependent will no longer be a Participant, and Client hereby directs Meritain to automatically terminate such dependents from eligibility under the Plan without notice or further instruction from Client. Upon termination of dependent under this Section, Meritain will provide notice of such termination to Client;
- b. resolve all ambiguities and disputes relating to eligibility of Participants; and adjudicate all appeals of denials of Claims;
- c. with respect to the Claims Payment Account:
- i. establish the Claims Payment Account and execute and deliver to Meritain and to a mutually agreed-upon depository any and all documents necessary to empower Meritain to act as a signatory on such account, if requested;
 - ii. deposit into the Claims Payment Account, within two (2) business days (or as otherwise agreed to in writing by the parties, but no more than four (4) business days) of receipt of a funding request, all monies required for the satisfaction of Claims;
 - iii. upon Meritain's request, fund claims within one (1) business day if necessary in Meritain's sole discretion for reasons including without limitation, meeting stop loss funding obligations and meeting prompt pay deadlines; and
 - iv. agree that Meritain will not be responsible for any consequences resulting from Client's untimely funding of Claims, and that failure to fund Claims in a timely manner may result in claim denials by its stop loss carrier, lost discounts from Providers, and/or interest and penalties, all of which may require Client to fund any such additional sums.
- d. provide Meritain with copies of any and all revisions or changes to the Plan at least thirty (30) days prior to the effective date of the changes;
- e. maintain and operate the Plan in accordance with all Applicable Laws;
- f. as required under Applicable Law: (i) provide and timely distribute to Participants all notices, information, materials and documents, (ii) maintain all recordkeeping, and file all forms relative to the Plan, and (iii)

timely prepare or cause to be prepared, and timely execute, any documents, forms or contracts with respect to the Plan;

- g. timely pay: (i) any and all taxes, licenses and fees levied, if any, by any local, state or federal authority in connection with the Plan, and (ii) any payments, underpayments, fines, penalties, interest, surcharges, assessments, or other fees or charges assessed or levied by any governmental or regulatory entity on or in connection with the Plan ("Regulatory Fees"); Client shall be solely liable for any Regulatory Fees and shall indemnify Meritain if any are assessed against Meritain; and
- h. perform those other obligations as set forth in this Agreement including without limitation any Schedule.

8. CONFIDENTIALITY.

- a. Confidential Information. Each party acknowledges that it may gain access to business proprietary data, rates, provider discounts, procedures, materials, lists, systems and information of the other party ("**Confidential Information**") under this Agreement. Confidential Information does not include Protected Health Information as defined by HIPAA. Neither party may use Confidential Information of the other for its own purpose, nor disclose such Confidential Information to any third party other than a party's representative who has a need to know such information in relation to the administration of the Plan, and provided that such representatives are informed of the confidentiality provisions of this Agreement and agree to abide by them. Notwithstanding the foregoing, Client shall not disclose preferred Provider network ("**PPN**") discount information to any third party, including without limitation Client's representatives, without Meritain's prior written consent, which may be withheld in Meritain's sole discretion, and until each recipient has executed a confidentiality agreement reasonably satisfactory to Meritain.
- b. Plan Participant Information. Each party will maintain the confidentiality of Participant-identifiable information in accordance with Applicable Law and the terms of the HIPAA business associate agreement attached hereto as the Health Insurance Portability and Accountability Act (HIPAA) Schedule and incorporated herein.
- c. Upon Termination. Upon termination of this Agreement a party, upon the request of the other, will return or destroy all copies of all of the other's Confidential Information in its possession or control except to the extent such Confidential Information must be retained pursuant to Applicable Law or in Meritain's case cannot be disaggregated from Meritain's databases. Meritain may retain copies of any such Confidential Information it deems necessary for the defense of litigation concerning the Services, for use in the processing of run-out Claims and for regulatory purposes.
- d. Injunctive Relief. The parties each acknowledge that compliance with this Section is necessary to protect the business and goodwill of each party and its affiliates and that any actual or potential breach will cause irreparable harm to the non-breaching party or its affiliates for which money damages may not be adequate. Each party therefore agrees that if a party or its representatives breach or attempt to breach this Section the non-breaching party may request for temporary, preliminary and permanent equitable relief, without bond, to restrain such breach. The prevailing party shall be entitled to recover from the other party the attorneys' fees and costs it expends in any action related to such breach or attempted breach.

9. RECORDS; AUDIT RIGHTS.

- a. Meritain shall maintain records of Claims made and benefits paid in such form and format as is convenient for Meritain for at least seven (7) years, or longer if required by Applicable Laws.
- b. Subject to the provisions of this Section and the remainder of this Agreement, Client may audit Meritain's records in connection with the administration of the Plan no more frequently than once every twelve (12)

months, provided that any such audit be commenced within one (1) year following the period being audited.

- c. Meritain shall provide Client with reasonable access to such records. Meritain shall only provide access to information that is: (i) in its possession; (ii) reasonably necessary to administer the Plan; and (iii) not restricted from disclosure under Applicable Law or any agreement between Meritain and a third party.
- d. Client shall give Meritain at least four (4) weeks prior written notice, which must include: (i) a statement explaining its need to perform the audit; (ii) a description of the type(s) of information within the scope of the audit, including dates, a complete and accurate listing of the transactions to be pulled for the audit, and identification of the potential auditor; and (iii) a representation that the information to be disclosed by Meritain is reasonably necessary for the administration of the Plan.
- e. Audits shall occur at a reasonable time and place, in a manner that does not unreasonably interfere with Meritain's ability to conduct its normal business, and at Client's sole expense. Client shall reimburse Meritain its costs for an audit which, with Meritain's approval: (i) cannot be completed within five (5) business days, or (ii) otherwise imposes exceptional administrative demands. Meritain reserves the right to review and approve the sample size, the objectives of the audit and the sampling methodology proposed by the auditors.
- f. Subject to Meritain's approval, which may be withheld in its reasonable discretion, Client may designate a third party to conduct an audit or receive information hereunder, further subject to Client and such third party's written agreement, in a form acceptable to Meritain, that: (i) no portion of the audit is based upon a contingency fee arrangement; (ii) each shall only use the minimally necessary amount of audit information solely for purposes of administering the Plan and that each shall protect and maintain such information as confidential and shall not disclose the information to any other person or entity other than Meritain; and (iii) each shall provide Meritain with copies of all reports and summaries compiled as a result of the audit, including any draft report. Upon Meritain's request, the auditors shall meet with Meritain to discuss any finding contained in a draft report. Meritain may, in its discretion, include a supplementary statement in any final audit report.
- g. Client will utilize individuals to conduct audits on its behalf that are qualified by appropriate training and experience for such work, and will perform its review in accordance with Applicable Law. Client and such individuals will not make or retain any record of Provider negotiated rates included in the audited transactions, or payment identifying information concerning treatment of drug or alcohol abuse, mental/nervous or HIV/AIDS or genetic markers, in connection with any audit.

10. OVERPAYMENTS.

- a. Meritain shall reprocess any identified errors in Plan benefit payments (other than errors Meritain reasonably determines to be de minimis), and, subject to Applicable Law, seek to recover any resulting overpayment by attempting to contact the party receiving the overpayment twice via letter, phone, or email. Client may direct Meritain not to seek recovery of overpayments from Participants, and if so then Meritain shall have no further responsibility with respect to those overpayments. Meritain is not responsible for pursuing overpayment recovery through litigation.
- b. If Meritain elects to use a third-party recovery vendor, collection agency, or attorney to pursue the recovery, the overpayment recoveries will be credited to Client less the Fees for non-subrogation recovery services as set forth under the Fee Schedule and Disclosures Exhibit. Client shall cooperate with Meritain in recovering all overpayments of Plan benefits.

11. INDEMNIFICATION.

- a. Each party shall indemnify, defend, and hold harmless the other party and its affiliates, and their officers, directors, employees and agents from and against any and all claims, suits, actions, liabilities, losses, fines, penalties, damages and expenses of any kind (including, but not limited to, actual attorneys' fees) which the indemnified party may incur by reason of a third-party claim arising out of the other party's: (i) gross negligence or willful misconduct; or (ii) breach of its fiduciary duties, if any, with respect to the Plan.
- b. Client shall indemnify, defend and hold harmless Meritain and its affiliates, and their officers, directors, employees and agents from and against any and all claims, suits, actions, liabilities, losses, fines, penalties, damages and expenses of any kind (including, but not limited to, actual attorneys' fees) which Meritain may incur by reason of a third-party claim arising out of:
 - i. Client's failure to fund Claims as required under this Agreement;
 - ii. Client's failure to maintain and operate the Plan in accordance with Applicable Law;
 - iii. the adjudication, denial, or partial payment of a Claim by Client or its stop loss carrier, third-party medical management vendor or third-party pharmacy benefits manager, if any;
 - iv. any action taken by Meritain at the direction of Client;
 - v. Meritain's inability to comply with PPN or State prompt pay requirements due to circumstances beyond its control including without limitation additional information needed to process a Claim, incomplete eligibility or coverage information, or untimely Claim repricing from the vendor.
- c. Meritain shall indemnify, defend and hold harmless Client and its affiliates, and their officers, directors, employees and agents from and against any and all claims, suits, actions, liabilities, losses, fines, penalties, damages and expenses of any kind (including, but not limited to, actual attorneys' fees) which Client may incur by reason of a third-party claim arising out of Meritain's fraud, embezzlement or other willful financial misconduct.
- d. The party seeking indemnification under this Section (the "**Indemnified Party**") shall promptly notify the other (the "**Indemnifying Party**") in writing of its claim for indemnification. Such written notice shall set forth in reasonable detail the third-party claim for which indemnification is sought (the "**Third-Party Claim**") and the basis for indemnification. Failure to so notify the Indemnifying Party shall relieve the Indemnifying Party of its obligations hereunder only to the extent such failure adversely prejudiced the Indemnifying Party.
- e. The Indemnifying Party shall be entitled to control and appoint lead counsel with respect to the Third-Party Claim at its own expense. If the Indemnifying Party assumes control of the defense of any Third-Party Claim in accordance with this Section the Indemnifying Party may settle the Third-Party Claim without the Indemnified Party's consent if the settlement: (i) does not require any admission against interest by the Indemnified Party; (ii) provides that any monetary damages shall be paid in full by the Indemnifying Party; and (iii) includes a release of the Indemnified Party from all liability alleged in the Third-Party Claim. Each Party shall cooperate, and cause its respective Indemnitees to cooperate, in the defense or prosecution of any Third-Party Claim.
- f. This Section shall survive any expiration or termination of this Agreement with respect to any matter concerning which a claim has been asserted by notice to the other party during the Term or within one (1) year after the Termination Date.

12. DEFENSE OF CLAIM LITIGATION.

In the event of a legal, administrative or other action arising out of the administration, processing or determination of a Claim, the party designated in this Agreement as the fiduciary which rendered the decision in the appeal last exercised by the Participant which is being appealed to the court ("**appropriate named fiduciary**") shall undertake the defense of such action at its expense and settle such action when in its reasonable judgment it appears expedient to do so. If the other party is also named as a party to such action, the appropriate named fiduciary will defend the other party if the action relates solely and directly to actions or failure to act by the appropriate named fiduciary and there is no conflict of interest between the parties. Client shall pay the amount of Plan benefits included in any judgment or settlement in such action. The non-fiduciary party shall not be liable for any other part of such judgment or settlement, including but not limited to legal expenses and punitive damages, except to the extent, if any, provided under Section 11 of this Agreement.

13. LIMITATION OF LIABILITY; NO WARRANTIES.

- a. **IN NO EVENT SHALL MERITAIN HAVE ANY LIABILITY OR OBLIGATION TO CLIENT IN EXCESS OF THE ADMINISTRATIVE FEES ACTUALLY PAID BY CLIENT TO MERITAIN FOR THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION GIVING RISE TO ANY SUCH LIABILITY OR OBLIGATION.**
- b. **IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES, OR FOR LOST PROFITS, LOSS OF USE, LOSS OF REPUTATION OR GOODWILL, COST OF PROCUREMENT OF SUBSTITUTE SERVICES OR ANY SIMILAR CLAIM OR DEMAND, AND EACH PARTY EXPRESSLY WAIVES ITS RIGHT TO MAKE ANY CLAIMS TO THE CONTRARY.**
- c. Client expressly agrees and acknowledges that: (i) Meritain does not render medical services or treatments to Participants; (ii) Meritain is not responsible for the health care that is delivered by Providers, or for a Provider's refusal to provide health care; (iii) Providers are solely responsible for the health care they deliver to Participants; (iv) Providers are not the agents or employees of Meritain and Meritain shall not be liable for the actions or lack thereof by Providers including without limitation under any theories of vicarious liability, agency, ostensible authority, respondeat superior or imputed liability; and (v) the indemnification obligations under Section 11 of this Agreement do not apply to any portion of any loss, liability, damage, expense, settlement, cost or obligation caused by the acts or omissions of Providers with respect to Participants.
- d. **MERITAIN MAKES NO WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

14. DISPUTE RESOLUTION.

If there is a dispute between the parties related to this Agreement, the parties shall first attempt to resolve such dispute by having the parties' Chief Executive Officers (or their designees) meet in person within thirty (30) days of written notice of dispute issued by either party. If the dispute is not resolved after reasonable efforts by the Chief Executive Officers within such thirty (30) day period, either party may then proceed to arbitration under this Section. All disputes, controversies or claims arising out of or relating to the operation or interpretation of this Agreement shall be settled by arbitration before one arbitrator, administered by JAMS in accordance with its standard procedures for arbitration between domestic commercial parties. The arbitrator shall be jointly selected by Client and Meritain and shall be a former federal judge. Any award rendered by the arbitrator shall be final and binding upon the parties and judgment upon any such award may be entered in any court having jurisdiction thereof. Arbitration shall take place in Buffalo, New York. The expenses of the arbitrator shall be borne equally by the parties. Each party shall pay its own fees and costs relating to any arbitral proceedings, including experts'

and attorneys' fees. The arbitrator shall render its determination in a manner consistent with the terms of this Agreement.

5. MISCELLANEOUS.

- a. No Insurance; Claims Payment. This Agreement shall not be deemed a contract of insurance under Applicable Law. Meritain does not insure, guarantee or underwrite the liability of Client under the Plan. Notwithstanding anything to the contrary herein, Client, and not Meritain, shall remain solely liable for the payment of Claims and all other expenses incidental to the Plan. Without limiting the foregoing, if the Centers for Medicare and Medicaid Services ("CMS") determines that the Plan has underpaid a claim under Medicare secondary payor laws, Plan assets will be used to correct such underpayment, and Meritain will not be required to make such payment with its funds, regardless of when CMS requires such payment.
- b. Use of Trade Names. Meritain may make lawful references to Client and use of its logo in its marketing activities and in informing health care providers as to the organizations and plans for which Services are to be provided.
- c. Force Majeure. With the exception of Client's obligations under Sections 6.a. and 7.c. of this Agreement, neither party shall be deemed to have breached this Agreement, or be liable for any failure or delay in its performance under this Agreement, if prevented from doing so by a cause(s) beyond its reasonable control, including without limitation acts of God; acts of terrorism; natural disasters; pandemics and epidemics; wars; riots; labor disputes or shortages; and governmental laws, ordinances, rules, regulations, or the opinions rendered by any court, whether valid or invalid.
- d. Subsequent Documents. Each party shall timely execute or provide any further documents reasonably necessary to effect any term of this Agreement.
- e. Assignment. Client may not assign this Agreement, in whole or in part, without the prior written consent of Meritain, which consent shall not be unreasonably withheld. Any attempted assignment in violation of this Section shall be void and of no effect.
- f. Miscellaneous. The parties have entered into this Agreement as independent contractors and not as agents of one another, and neither shall have any authority to act as the representative of the other, or to bind the other to any third party, except as specifically set forth herein. This Agreement shall be construed and enforced in accordance with the laws of the State of New York without reference to its conflicts of laws principles, to the extent such laws are not preempted by ERISA. The federal courts located in Erie County, New York shall have sole and exclusive jurisdiction of any dispute related hereto or arising hereunder. **EACH PARTY EXPRESSLY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.** No delay or failure of either party in exercising any right hereunder shall be deemed to constitute a waiver of that right. There are no intended third-party beneficiaries of this Agreement (including without limitation Participants). The headings in this Agreement are for reference only and shall not affect the interpretation or construction of this Agreement. This Agreement (including without limitation incorporated attachments, schedules and exhibits) constitutes the complete and exclusive contract between the parties and supersedes any and all prior or contemporaneous oral or written communications or proposals not expressly included herein. Unless expressly provided for otherwise, if there is any conflict between the terms of this Agreement and any schedule, the terms of this Agreement will control. If any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason or in any respect, such invalidity, illegality or unenforceability shall in no event affect, prejudice or disturb the validity of the remainder of this Agreement, which shall be in full force and effect, enforceable in accordance with its terms. No modification or amendment of this Agreement shall be valid unless in a writing signed by each party. This Agreement may be executed in two (2) or more counterparts, each and all of which shall be deemed an original and all of which, together, shall constitute one and the same instrument. A party's

electronic signature on this Agreement shall be binding and of the same force and effect as an original signature. By executing this Agreement, Client acknowledges and agrees that it has reviewed all terms of and conditions incorporated into this Agreement and intends to be legally bound by the same.

- g. Notices. Any notice or other communication permitted or required to be given under this Agreement shall be in writing and shall be: (i) delivered in person, (ii) mailed, by certified mail, return receipt requested, postage prepaid, or (iii) sent by recognized overnight courier,

If to Meritain:

Meritain Health, Inc.
 300 Corporate Parkway
 Amherst, New York 14226
 Attn: Regional President

and

Meritain Health, Inc.
 300 Corporate Parkway
 Amherst, New York 14226
 Attn: Corporate Counsel

If to Client:

Candler County Board of Commissioners
1075 East Hiawatha Street, Suite A
Metter, GA 30439

Attention: **Bryan Aasheim, County Administrator**

- h. Survival. Notwithstanding anything herein to the contrary, the following sections shall survive the expiration or termination of this Agreement: Section 3.d. in accordance with its terms, Section 3.e. in accordance with its terms, Section 8, Section 9.a. in accordance with its terms, Section 11, Section 12 and those terms that by their nature are intended to survive by their nature or in accordance with their express terms.

In **Witness Whereof**, the parties have executed this Agreement on the dates set forth below.

MERITAIN HEALTH, INC.

CANDLER COUNTY BOARD OF COMMISSIONERS

[Faint signature]

Name: Jeremy M. Hensel

Title: Regional President

Date: October 04, 2021

[Handwritten signature]

Name: *[Signature]*

Title: Administrator

Date: 10/4/21



ADMINISTRATIVE SERVICES SCHEDULE

Subject to the terms and conditions of this Agreement including without limitation this Administrative Services Schedule, the terms and conditions of the Services are set forth below.

1. MEDICAL CLAIMS ADMINISTRATION.

a. Meritain shall:

- i. receive, on behalf of Client, Claims data and documentation from Participants and Providers, process Claims incurred during the Term that contain all information necessary for Meritain to process such Claims, using Meritain's then-current claim determination procedures in a manner consistent with the Plan and this Agreement, and prepare and send explanation of benefits forms to Participants as required by and consistent with Applicable Law;
- ii. process, issue and distribute payments from the Claims Payment Account to Participants, Providers or others as applicable. Meritain shall not be obligated to disburse more than the amount made available by Client for disbursement from the Claims Payment Account, nor, under any circumstance, be responsible to use its own assets to satisfy any Claim;
- iii. make employee identification cards available to Participants and provide Participants with a toll-free telephone number for servicing;
- iv. provide out-of-network discount program and cost management services, and reasonable assistance to Client in pursuing rights of recovery arising from subrogation services and non-subrogation recovery services. ;
- v. reprice out-of-network Claims for air ambulance transportation services in accordance with the Plan Document and Meritain's policies and procedures.

2. CLAIM FIDUCIARY.

Client and Meritain agree that with respect to Section 503 of ERISA, Client will be the "appropriate named fiduciary" of the Plan for the purpose of reviewing denied Claims under the Plan. Meritain shall refer to Client, for its exclusive and final resolution: (a) any questions concerning the meaning of any part of the Plan Documents and Summary Plan Description; (b) the validity of any questionable or disputed Claims; and (c) any appeals of any denial of a Claim, pursuant to Applicable Law.

3. NETWORK ACCESS.

Provide access to Client's selected preferred Provider network (the "PPN"), as identified under the Fee Schedule. Client acknowledges and agrees that: (a) Meritain makes no representations regarding the value or cost effectiveness of the PPN; (b) the PPN, and not Meritain, is responsible for provider credentialing, Provider contracting, recruiting and retention, network composition, licensing, accreditation, maintaining adequate staffing, practice and professional standards and all other activities pertinent to the responsibilities of PPNs; (c) Meritain does not own, direct or control the PPN and makes no guarantee and disclaims any obligation to make any specific Providers or any particular number of Providers available for use by Participants or that any level of discounts or savings will be afforded to or realized by Client, the Plan or Participants. Access to the PPN and PPN discounts is at all times contingent on Client's compliance with the terms of the PPN and Provider contracts, including without limitation timely funding of Claims in accordance with the Provider's contracted rates. Notwithstanding anything to the contrary in this Agreement, Client agrees to comply with the terms of the PPN and the Provider contracts.

4. REPORTING.

- a. Meritain will provide direct access to Client's Claims data and eligibility data and standard Claims and statistical reporting.
- b. Prepare a monthly written account report, which shall include but not limited to: (i) the funding provided by Client; (ii) the name of each Participant or Provider that submitted a Claim to Meritain; (iii) the value of each Claim submitted; (iv) the amount paid for each of the Claims satisfied; and (v) the total amount of all of the Claims satisfied.
- c. Prepare Meritain's standard claim and statistical reports as reasonably requested.
- d. If applicable and requested by Client, to the extent maintained by Meritain timely provide Client with the information ERISA requires to enable Client to file the Plan's Annual Report (IRS Form 5500), and provide the Internal Revenue Service an annual report of tax reportable Claim payments made to Providers.
- e. If Client utilizes an external Pharmacy Benefits Manager ("**External PBM**"), and if mutually agreed upon by the parties, Meritain shall provide: (i) eligibility information to the External PBM on behalf of Client; and/or (ii) cost-sharing accumulator reporting and data to the External PBM.

5. STOP LOSS.

- a. Upon request by Client, Meritain shall:
 - i. use commercially reasonable efforts to procure stop loss insurance proposals (specific and aggregate) from selected stop loss carriers for Client's consideration, which stop loss insurance (the "**Policy**") shall be an asset of Client and not of the Plan;
 - ii. remit premiums for the Policy on behalf of Client, subject to Client's timely remittance of funds for such premiums to Meritain; and
 - iii. prepare and file stop loss claims with Client's carrier, provided that in no event shall Meritain have any obligation to file a stop loss claim or otherwise pursue or investigate any potential claim prior to the receipt of any actual Claim for which reimbursement would be sought from the carrier.
- b. Client shall: (i) provide Meritain a copy of the insurance binder or Policy promptly upon request; (ii) promptly notify Meritain if any information provided to the stop loss Insurance carrier on behalf of Client is incomplete or inaccurate; and (iii) timely forward to Meritain all funds required to satisfy Client's Policy premiums on or before the first (1st) day of each month.
- c. Client agrees and acknowledges that:
 - i. Meritain shall not be liable for any acts or omissions in connection with the placement or administration of stop loss insurance including the Policy;
 - ii. quotations and the terms of the Policy, including but not limited to the premiums, specific and aggregate retention levels, and limitations of coverage for certain Participants issued by the carrier are subject to the carrier's final review and such quotations and terms may change based on the carrier's underwriting guidelines after coverage is placed; and
 - iii. Meritain shall not be liable for Client's failure to provide full, complete and timely information to secure stop loss insurance coverage, or for changes made by the insurer arising out of final underwriting.

- iv. Meritain does not insure or otherwise provide any guarantees with respect to the adequacy of the Policy, nor does Meritain make any representations regarding a carrier's obligation to reimburse Client for any Claims or other Plan costs under the Policy, including state-imposed surcharges, taxes, or assessments. Client agrees and acknowledges that its obligation to pay Claims pursuant to its Plan Documents, this Agreement, and as required under Applicable Law, is not dependent or contingent on any acts or omissions of its stop loss carrier regarding the Policy, including without limitation any potential or expected reimbursement or any denial of same.

6. OTHER SERVICES.

- a. Plan Documents. If requested by Client, assist in the setting of Plan contribution levels and provide drafts of the Plan Document (including the SPD) in accordance with Client's instructions for review and approval by Client and its counsel. Client remains at all times responsible for the Plan's compliance with Applicable Law, including without limitation the timely distribution of Plan Documents (including SPDs).
- b. SBC Services. If requested by Client, Meritain shall prepare draft Summaries of Benefits and Coverage ("**SBC**"), provided that Client remains responsible to ensure the Plan's compliance with Applicable Law, including without limitation the compliance and timely distribution of such documents.
- c. State Reporting and Remittance. Meritain shall file, on Client's behalf, State Reports, and shall remit Client's payments of State Assessments, under Applicable State Law, to the extent that Meritain's then-current policies and procedures support a particular State Report or State Assessment. For the purposes of this Section 6.c.: (i) "**State Reports**" means those reports required to be filed under Applicable State Law with respect to a Plan's eligible Participants or Claims activity other than any required by any State department of revenue; (ii) "**State Assessments**" means assessments or surcharges related to a Plan's Participants or Claims activity levied directly on Client or the Plan other than any required by any State department of revenue; and (iii) "**Applicable State Law**" means the Applicable Laws of any State. Client acknowledges and agrees that: (i) neither Meritain nor its affiliates process or adjudicate claims covered under any pharmacy benefits plan, and any such claims will not be included within the scope of Meritain's obligations under this clause; and (ii) Meritain's obligations under this clause are at all times contingent upon Client's timely provision of all information and funding required for State Reports and State Assessments.

7. ADDITIONAL SERVICES.

Additional Services, if any, are as described in the accompanying Schedule(s) for such Services.

8. DIRECT TO EMPLOYER ARRANGEMENT.

KISx. Client and KISx are parties to a contract (the "**KISx Agreement**"). Pursuant to the KISx Agreement, KISx provides Client access to a certain network of Providers for Client to receive certain rates or discounts for certain Covered Services under the Plan. Meritain shall have no obligation to adjudicate any Claims for such Covered Services. Neither Meritain nor any of its affiliates are party to the KISx Agreement and neither Meritain nor any of its affiliates shall be responsible or liable with respect to the services provided by KISx or the KISx Agreement or any conflict between the contracted or discount rate between the PPN and KISx.

MEDICAL MANAGEMENT SERVICES SCHEDULE

Subject to the terms and conditions of this Agreement including without limitation this Medical Management Services Schedule, the terms and conditions of medical management Services are set forth below.

1. UTILIZATION MANAGEMENT.

- a. Inpatient: Upon request of a Participant or Provider, Meritain will review actual or scheduled admissions and, using clinical criteria, determine medical necessity, conduct concurrent reviews and document discharge planning, based upon the information provided. If Meritain provides case management Services under this Agreement then cases triggered by case management flags will be closely monitored and placed into case management as necessary.
- b. Outpatient: Upon request of a Participant or Provider, Meritain will review certain outpatient services when prior authorization of the outpatient service is mandated by the Plan, and using clinical criteria, determine medical necessity, based upon the information provided.
- c. Inpatient and Outpatient: Meritain will: (i) adjudicate requests for pre-certification of medical necessity required under the Plan ("**Pre-Service Claims**"); (ii) adjudicate appeals of denied Pre-Service Claims submitted by Participants and/or Providers (to the extent that Client has made appropriate provision in any applicable Plan Documents identifying Meritain's role with respect to Pre-Service Claims and appeals, and informed Meritain of the same), and direct any other Pre-Service Claim appeals to Client for its adjudication and response in a reasonable manner and/or as mutually agreed; and (iii) respond to Client, Provider and Participant requests for predetermination for medical necessity that do not constitute Pre-Service Claims as well as to related requests for reconsideration.

2. CASE MANAGEMENT.

Case Management is a collaborative process to assess, plan, implement, coordinate, monitor and evaluate the options and services required to meet a Participant's health needs. Licensed health care professionals provide the case management services using telephonic and other communication methods to promote high quality and cost-effective outcomes. Case Management includes review and management, when appropriate, of cases identified through the services, as well as the management of cases referred from external sources such as the member, provider, claims payer, stop loss carrier, etc.

3. EXTERNAL REVIEW ORGANIZATION ("ERO") SERVICES.

Upon Client's request in each instance and subject to Client's payment of Meritain's then-current fee for ERO services, Meritain shall arrange for review of appeals of denials of Claims by an ERO in accordance with the Plan Document and Applicable Law.

4. HIGH COST DRUG MANAGEMENT

High Cost Drug Management is a specialized case management program focused to assist participants who have been prescribed a high cost drug who are otherwise not candidates for case management. High cost drug management includes: (a) the medical necessity review of medications exceeding \$2,000; (b) intervention and steerage to the most cost effective providers and settings; and (c) member support and education to improve adherence and avoid complications.

COBRA SERVICES SCHEDULE

Subject to the terms and conditions of this Agreement including without limitation this COBRA Services Schedule (his "**COBRA Schedule**"), the COBRA administration Services (the "**COBRA Services**") provided by Meritain are described below.

1. DEFINITIONS.

For the purposes of this COBRA Schedule, the following phrases shall have the meaning set forth below:

- a. **Benefit Plan** means the Plan and any other benefit plan for which Meritain is providing COBRA administration Services under this COBRA Schedule.
- b. **COBRA Qualifying Event** means a "qualifying event" as defined in Section 4980(f)(3) of the Internal Revenue Code.
- c. **COBRA Participant** means a qualified beneficiary (as defined in Internal Revenue Code sec. 4980B(g)(1)) who is covered under a Benefit Plan by reason of having elected coverage and has made the required payments.

2. TERMS AND CONDITIONS.

- a. Client shall:
 - i. notify each active employee covered under each Benefit Plan and each COBRA Participant of the commencement and termination of these Services;
 - ii. notify COBRA Participants of open enrollments under each Benefit Plan;
 - iii. receive and process participant elections other than COBRA continuation elections;
 - iv. notify Meritain of all COBRA Qualifying Events;
 - v. set the COBRA premium "Determination Period," the twelve (12) month period selected by Client that must be applied consistently from year to year;
 - vi. upon request in each instance, in accordance with Meritain's then-current policies and procedures, provide an Annual Certified COBRA Rate and Reserve Analysis;
 - vii. prior to the Determination Period, notify Meritain of the applicable COBRA premiums that will be effective on the first day of the Determination Period, unless Client has retained Meritain to provide Annual Certified COBRA Rate and Reserve Analysis;
 - viii. notify Meritain forty-five (45) days prior to any change of COBRA benefits, coverage, or coverage options under the Plan ("**COBRA Changes**") and;
 - ix. notify COBRA Participants of any COBRA Changes;
 - x. with respect to Benefit Plans other than the Plan ("**Third-Party Plans**") notify the administrator(s) of any such Third-Party Plans (the "**Administrator(s)**") of all changes and/or terminations of COBRA Participants' and comply with the terms of any agreements(s) with its Administrator(s);
 - xi. provide Meritain at least thirty (30) days prior notice of any change of an Administrator; payments paid by COBRA Participants to Meritain will be adjusted to reflect the change in Administrator(s) as communicated to Meritain;

- xii. resolve all ambiguities, appeals, and/or disputes with respect to eligibility of a COBRA Participant or termination of a COBRA Participant's coverage or denials of disability extension of COBRA coverage.
- b. Meritain shall:
- i. with respect to the Plan only (and not any benefit plan administered by a third party), send initial COBRA notifications to new employees at the address provided by Client.
 - ii. notify each COBRA Participant of the right to continue applicable coverages under COBRA within fourteen (14) days after Meritain receives notice of the occurrence of a COBRA Qualifying Event;
 - iii. send payment coupons and any notices required under Applicable Law (with respect to the COBRA administration Services) to COBRA Participants to the applicable address of which Meritain was last notified by Client or such COBRA Participant;
 - iv. notify each COBRA Participant of the termination of coverage under the applicable Benefit Plan for failure to timely pay the full monthly cost or upon the expiration eligibility for such coverage;
 - v. if Client notifies Meritain of an increase in premiums in accordance with Applicable Law, send notices of such rate increases to COBRA Participants at least thirty (30) days prior to the effective date of the increase, provided that Client has notified Meritain of the rate increase forty-five (45) days prior to the effective date of such increase;
 - vi. return any premium payments received after the termination of this Agreement, this COBRA Schedule, or a COBRA Participant's coverage, if it has not been paid to Client;
 - vii. refer to Client for its exclusive and final resolution of any disputes or appeals with respect to the termination of a COBRA Participant's coverage or denials of disability extension of COBRA coverage; Meritain will not make such determination;
 - viii. upon receipt of notice from Client or a COBRA Participant, determine if a covered employee or other eligible beneficiary's qualifying event, second qualifying event or a request for a disability extension, is entitled to COBRA or a COBRA extension of coverage, as applicable, and provide notice to an individual that qualifies for COBRA coverage.
- c. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, MERITAIN DOES NOT ASSUME, AND SHALL NOT HAVE, ANY RESPONSIBILITY OF LIABILITY FOR ANY LOSSES OR DAMAGES INCURRED BY ANY COBRA PARTICIPANT OR CLIENT: (I) ARISING OUT OF MERITAIN'S FAILURE TO PERFORM UNDER THIS COBRA SCHEDULE IF SUCH FAILURE ARISES OUT OF CLIENT'S FAILURE TO PERFORM UNDER THIS COBRA SCHEDULE OR CLIENT'S PROVISION OF INACCURATE INFORMATION TO MERITAIN; OR (II) ANY FAILURE OF DELIVERY OF A NOTICE PROPERLY ADDRESSED AND MAILED. MERITAIN HAS NO OBLIGATION OR DUTY REGARDING THE PAYMENT OF PREMIUMS BY CLIENT NOR FOR CLIENT'S FAILURE TO REMIT MONIES RECEIVED TO MERITAIN TO ANY ADMINISTRATOR.**

SPECIFIC REINSURANCE ADVANCEMENT SERVICES SCHEDULE

Subject to the terms and conditions of this Agreement including without limitation this Specific Reinsurance Advancement Services Schedule (this "**Advancement Schedule**"), the Specific Reinsurance Advancement Services (the "**Advancement Services**") provided by Meritain are described below.

1. DEFINITIONS.

For the purposes of this Advancement Schedule, the following phrases shall have the meaning set forth below. All terms capitalized in this Advancement Schedule that are not otherwise defined in this Advancement Schedule shall have the meaning ascribed to such terms in this Agreement.

- a. **Advancement** means the advancement of money by Meritain to Client for an Eligible Claim.
- b. **Eligible Claim** means a Processed Claim that was incurred during the Advancement Term that may qualify for reimbursement from the Reinsurer under the Policy.
- c. **Policy** means the stop loss insurance policy issued by a Reinsurer to Client.
- d. **Processed Claims** means Client's Claims, and if applicable claims that were processed by Client's pharmacy benefits manager during the Term that are eligible for payment under the terms of the Plan or PBM Plan.
- e. **Reinsurer** means the issuer of the Policy.

2. TERM; TERMINATION.

- a. Term. The term of this Advancement Schedule will commence on **July 01, 2021** and end on **June 30, 2022** (the "**Advancement Term**").
- b. Termination. This Advancement Schedule will terminate:
 - i. immediately, without any action by Meritain or Client, upon expiration or termination of the Policy;
 - ii. immediately, without any action by Meritain or Client, upon Client's failure to pay any premiums or fees required to be paid under the Policy;
 - iii. immediately, without any action by Meritain or Client, upon expiration or termination of this Agreement; or
 - iv. at any time at Meritain's sole discretion, for any reason or no reason, upon notice by Meritain to Client.
- c. Effect of Termination. Within ten (10) days after the expiration or termination of this Advancement Schedule, this Agreement, or the Policy, Client will repay to Meritain all funds advanced by Meritain to Client under this Advancement Schedule.

3. ADVANCEMENT.

- a. Determination of Eligible Claims. Meritain will review Processed Claims each month in accordance with Meritain's then-current policies and procedures to determine if any Processed Claim is reasonably likely to be an Eligible Claim. Notwithstanding anything to the contrary in this Agreement including this Advancement Schedule, prescription drug claims will only be reviewed by Meritain if they are received by Meritain from Client's pharmacy benefits manager.

- b. Advancement. Meritain will make an Advancement to Client if the following requirements have been satisfied:
- i. Meritain has determined, in its discretion, that the Processed Claim is reasonably likely to be an Eligible Claim;
 - ii. the amount of such Advancement will be greater than one thousand dollars (\$1,000.00) after the applicable deductible has been paid by Client under the Policy;
 - iii. Client is not in breach of this Agreement including, without limitation, this Advancement Schedule;
 - iv. the Eligible Claim was not incurred at Client's (or an affiliate's) facility where Client (or an affiliate) is also the Provider;
 - v. if required by Meritain, Client has fully funded the Eligible Claim;
 - vi. Client has satisfactorily passed all credit checks at Meritain's sole discretion, and provided all other information required by Meritain; and
 - vii. Client delivered to Meritain a copy of the: (A) signed and executed Policy; (B) signed and executed Plan Document and all endorsements and amendments thereto; and (C) any other information or data Meritain deems necessary for Meritain's performance of Advancement Services under this Advancement Schedule.
 - viii. The amount of an Advancement will be the amount that is reasonably likely to be eligible for reimbursement by the Reinsurer under the Policy for such Eligible Claim.
 - ix. Meritain will not make an Advancement in the twelfth (12th) month of the Advancement Term, if applicable, where Client has not renewed this Agreement and this Advance Schedule and the Advancement Services for a subsequent twelve-month period or term.

4. REPAYMENT.

- a. Reimbursed Claims. For purposes of repaying an Advancement for which a Reinsurer provides a reimbursement, Client will execute and deliver all documentation (including, without limitation, a direct deposit authority document) and take such other actions necessary to enable Meritain to deposit funds received from Reinsurer into Meritain's account. To the extent necessary, Client hereby authorizes Meritain to, on Client's behalf, endorse "For Deposit Only" on any stop loss reimbursements received for Eligible Claims. If the reimbursement amount received by Meritain from the Reinsurer exceeds the amount of the Advancement, Meritain shall credit Client the difference between the reimbursement amount issued by the Reinsurer as received by Meritain and the amount of the Advancement due to Meritain.
- b. Unreimbursed Claims. If a Reinsurer denies a claim for reimbursement for a Claim for which an Advancement has been made, then Client shall repay the full amount of such Advancement to Meritain within ten (10) days after Client receives notice of denial.
- c. Past Due Amounts. If Client fails to repay any Advancement when due, then such failure shall be deemed a material breach of this Agreement and, in addition to any other remedies available to Meritain under this Agreement, at law, or in equity, Meritain may assess a fee of one and half percent (1.5%) per month computed on the total amount of all Advancements for which repayment is outstanding, or the maximum amount permitted by law, whichever is lesser.

5. LIABILITY; USE.

- a. Client's Liability. Client shall be liable to Meritain for all Advancements, regardless of whether the amount of any such Advancement is reimbursed by the Reinsurer. In no event shall Meritain have any liability for the amount of any Advancement or any denial by a Reinsurer of a claim for reimbursement, a Claim(s), and/or Processed Claims. Client will indemnify Meritain for all costs incurred by Meritain (including reasonable attorneys' fees) in connection with enforcing the terms of this Advancement Schedule.
- b. Use of Advancement. Client shall use Advancements to fund the Claims for which such Advancements were given. Client shall not retain or use any Advancement for any other purpose including, without limitation, to set-off or deduct any amount owed by Meritain to Client.

6. ASSIGNMENT.

To assist Meritain in processing Claims, claims submitted to the Reinsurer, and obtaining reimbursement of Advancement, Client hereby assigns to Meritain all of its rights in and to benefits afforded under the Policy and hereby appoints Meritain as attorney-in-fact for the purpose of submitting claims and collecting proceeds thereunder. Client represents and warrants to Meritain that these assignments and granting of powers of attorney are duly authorized under the terms of the Policy, Client's charter, bylaws, and other governing documents, as applicable, and Applicable Law. These assignments and powers of attorney shall be revoked only at such time as: (a) this Advancement Schedule is terminated, and (b) Client has repaid Meritain all amounts due under this Advancement Schedule. Meritain may give the Reinsurer notice of these assignments and appointments.

7. SURVIVAL.

The following sections shall survive the expiration or termination of this Advancement Schedule: Section 2.c., Client's repayment obligations set forth in Section 4, Section 5, and Section 6.

FEE SCHEDULE

1. FEES FOR ADMINISTRATIVE SERVICES.

Unless otherwise stated, the monthly fees and charges for the administrative Services (the "**Administrative Fees**") are calculated by multiplying the listed rates in the table below (the "**Administrative Rates**") by the applicable number of employees enrolled in the Plan each month.

| Administrative Services | Per Employee Per Month July 01, 2021 – June 30, 2022 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| <ul style="list-style-type: none"> • Aetna Choice® POS II Network Access • ATLAS Reporting Package • InterLink's CancerCARE Program • KISx Coordination • Medical Plan Administration • PBM Integration Fee • Reinsurance Administration • Springbuk Reporting • State Reporting and Remittance • Summary of Benefits and Coverage ("SBC") Production • Utilization Management | \$43.50 |

| Administrative Services | Fee July 01, 2021 – June 30, 2022 | Frequency of Occurrence |
|---------------------------------------------------------------------------------------|------------------------------------------------------|--------------------------------|
| Implementation Fee | \$0.00 | Waived |
| Case Management | \$130.00 | Per Hour |
| COBRA Administration (plus 2% of collected premium in addition to PEPM fee set forth) | \$1.25 | Per Employee Per Month |
| COBRA - Stand Alone Dental & Vision | \$1.00 | Per Employee Per Month |
| High Cost Drug Management Program | \$130.00 | Per Hour |

Selected PPN: Aetna Choice® POS II

2. ADDITIONAL FEES:

- a. Out-of-Network Discount Program Fees: Fees to be paid to out-of-network discount programs will be billed by Meritain on a contingent fee basis, based on the program's percentage fee of savings resulting from the discount program.
- b. Other Fees and Services: Client agrees to pay vendors' fees for certain additional services including, but not limited to (i) fees for independent case review, (ii) contingency fees for subrogation services, (iii) contingency fees for non-subrogation recovery services; and (iv) contingency fees and other fees for cost management vendors, claim auditors, bill negotiators and discount programs.
- c. With respect to Section 2.a. and 2.b. of this Fee Schedule, the Disclosures Exhibit sets forth a description of contingency fees, other administrative fees or similar compensation which Meritain may receive in connection with these vendor services.
- d. Out-of-Network Air Transport Program Fee: 25% of savings; savings calculated as the difference between the billed charges and the amounts payable by the Plan.

e. Run-Out Fees:

- i. one-hundred percent (100%) of three (3) months of the then-current Administrative Rates based upon enrollment at the time of termination due on or before the Termination Date, plus;
- ii. fifty percent (50%) of three (3) months of the then-current Administrative Rates based upon enrollment at the time of termination due by the end of the second month after the Termination Date.
- iii. Meritain will also bill Client any applicable PPN access, integration or run-out fees charged by the PPN, if any, for Claims processed during the Run-Out Period.
- iv. Client shall be responsible to pay the applicable fees charged by Meritain, if any, for any cost management programs provided by Meritain during the Run-Out Period.

f. Additional Fees and Services:

- i. Printing Fees: billed at cost;
- ii. AdHoc Reporting and/or Custom I.T. Services: billed at Meritain's then-current rate for such Services;
- iii. Records Expense: billed at cost for obtaining records to investigate Claims;
- iv. Translation Services of the Plan Document or Summary of Benefits and Coverage ("**SBC**"): If requested by Client, Pricing varies based on document, word count, and target language. Quoted pricing requires approval by Client prior to the commencement of any requested translation services.

3. REMITTANCE SERVICES.

Upon written request and if agreed to by Meritain, Meritain may collect certain fees and premiums from Client for remittance to a third party with whom Client has a direct relationship, e.g. a broker commission. In these instances, Meritain will pass-through all fees and will not collect or retain an administrative or service fee. Meritain has no relationship with any such third parties, and assumes no risk or liability with respect to such third parties' services or Client's payment of such fees. Those amounts known to Meritain as of the Effective Date are set forth below, and are subject to change predicated upon Client's agreement with such third-parties.

| | July 01, 2021 – June 30, 2022 | Frequency of Occurrence |
|------------------------|--------------------------------------|--------------------------------|
| Broker Fee(s) | \$45.00 | Per Employee Per Month |
| Pareto Integration Fee | \$2.00 | Per Employee Per Month |

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) SCHEDULE

This Health Insurance Portability and Accountability Act (HIPAA) Schedule to the Administrative Services Agreement between Meritain and Client (the "**HIPAA Agreement**") is incorporated by reference therein and is hereinafter referred to as this "**BA Agreement**". Client represents that it has the authority to agree to the terms and conditions of this BA Agreement for and on behalf of Covered Entity for which Business Associate provides plan administration services ("**Covered Entity**") under current and future agreements between the parties ("**Services Agreement**"). For purposes of this BA Agreement, "**Business Associate**" includes Meritain and those subsidiaries and affiliates of Meritain that create, receive, transmit or otherwise maintain Protected Health Information, as defined below, in connection with this BA Agreement.

In conformity with the regulations at 45 C.F.R. Parts 160-164 (the "**Privacy and Security Rules**") Business Associate will under the following conditions and provisions have access to, maintain, transmit, create and/or receive certain Protected Health Information:

1. DEFINITIONS.

Capitalized terms used and not otherwise defined in this Agreement shall have the meanings assigned to such terms by HIPAA. The following terms shall have the meaning set forth below:

- a. **Individual** shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- b. **Protected Health Information** shall have the same meaning as the term "Protected Health Information", as defined by 45 C.F.R. § 160.103, limited to the information created, maintained, transmitted or received by Business Associate from or on behalf of Covered Entity.
- c. **Standard Transactions** means the electronic health care transactions for which HIPAA standards have been established, as set forth in 45 C.F.R., Parts 160-162.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.

- a. Business Associate agrees to not use or disclose Protected Health Information other than for purposes of performing its obligations under the Services Agreement, or permitted or required by this BA Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this BA Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this BA Agreement.
- d. Business Associate agrees to report to Covered Entity any use or disclosure of Protected Health Information not provided for by this BA Agreement, of which it becomes aware, including a Breach of Unsecured Protected Health Information.
- e. Business Associate agrees to report to Covered Entity any Security Incident without unreasonable delay, and in no event later than thirty (30) calendar days after becoming aware that such Security Incident affects Covered Entity's Information.
- f. Business Associate agrees to report to Covered Entity any Breach of Unsecured Protected Health Information without unreasonable delay and in no case later than thirty (30) calendar days after becoming aware that such Breach affects Covered Entity's Protected Health Information. Such notice shall include

the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate, to have been, accessed, acquired, or disclosed in connection with such Breach. In addition, Business Associate shall provide any additional information reasonably requested by Covered Entity for purposes of investigating the Breach. Business Associate's notification of a Breach under this Section shall comply in all respects with each applicable provision of Section 13400 of Subtitle D (Privacy) of ARRA, 45 C.F.R. 164.410, and related guidance issued by the Secretary from time to time.

- g. Business Associate shall require that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate agree in writing to the restrictions and conditions that are no less protective than those that apply through this BA Agreement to Business Associate with respect to such information, in accordance with 45 C.F.R. § 164.502(e) (1) (ii) and 164.308(b) (2), if applicable.
- h. Business Associate shall provide access directly to an Individual, at the request of Covered Entity or an Individual and in a prompt and reasonable manner, including in the electronic form or format requested by the Individual, to Protected Health Information in a Designated Record Set, subject to and consistent with the timing and other provisions of 45 C.F.R. § 164.524.
- i. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set at the request of Covered Entity or an Individual subject to and consistent with the timing and other provisions of 45 C.F.R. § 164.526, and in the time and manner designated by Covered Entity.
- j. Business Associate agrees to make (i) internal practices, books, and records, including policies and procedures, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, and (ii) policies, procedures, and documentation relating to the safeguarding of Electronic Protected Health Information available to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's or Business Associate's compliance with the Privacy and Security Rules.
- k. Business Associate agrees to document such disclosures of Protected Health Information 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 Protected Health Information with 45 C.F.R. § 164.528.
- l. Business Associate agrees to provide to an Individual, at the request of Covered Entity or an Individual, an accounting of disclosures of Protected Health Information subject to and consistent with the timing and other provisions of 45 C.F.R. § 164.528.
- m. With respect to Electronic Protected Health Information, Business Associate shall implement and comply with the administrative safeguards set forth at 45 C.F.R. § 164.308, the physical safeguards set forth at 45 C.F.R. § 164.310, the technical safeguards set forth at 45 C.F.R. § 164.312, and the policies and procedures set forth at 45 C.F.R. § 164.316 to reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity. Business Associate acknowledges that, (i) the foregoing safeguards, policies and procedures requirements shall apply to Business Associate in the same manner that such requirements apply to Covered Entity, and (ii) Business Associate shall be subject to HIPAA enforcement provisions, as amended from time to time, for failure to comply with the Security Rule safeguards, policies and procedures requirements and any guidance issued by the Secretary from time to time with respect to such requirements.
- n. If Business Associate conducts any Standard Transactions on behalf of Covered Entity, Business Associate shall comply with, and require any Subcontractor to comply with, the applicable requirements of 45 C.F.R. Parts 160-162.

- o. Business Associate acknowledges that it shall be subject to the HIPAA enforcement provisions, as amended from time to time, for (i) impermissible uses and disclosures, (ii) failure to provide breach notification to Covered Entity, (iii) failure to provide access to a copy of Electronic Protected Health Information to either Covered Entity or the Individual, or the Individual's designee, (iv) failure to disclose Protected Health Information where required by the Secretary to investigate or determine Covered Entity's compliance with HIPAA, and (v) failure to provide the accounting of disclosures required in this BA Agreement.
- p. To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).

3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

- a. General Use and Disclosure. Except as otherwise provided in this BA Agreement, Business Associate may use or disclose Protected Health Information to perform its obligations under this Agreement, provided that such use or disclosure would not violate the Privacy and Security Rules if done by Covered Entity.
- b. Specific Use and Disclosure Provisions.
 - i. Except as otherwise provided in this BA Agreement, Business Associate may use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - ii. Except as otherwise provided in this BA Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of Business Associate, 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 Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached in accordance with the Breach and Security Incident notifications requirements of this BA Agreement.
 - iii. Business Associate shall not directly or indirectly receive remuneration in exchange for any Protected Health Information of an Individual without Covered Entity's prior written approval and notice from Covered Entity that it has obtained from the Individual, in accordance with 45 C.F.R. § 164.508, a valid authorization that includes a specification of whether the Protected Health Information can be further exchanged for remuneration by Business Associate.
 - iv. Except as otherwise provided in this BA Agreement, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
 - v. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j).
 - vi. The provisions of this BA Agreement notwithstanding, Business Associate is permitted to de-identify Protected Health Information, provided that it does so in accordance with HIPAA de-identification rules. De-identified information does not constitute Protected Health Information, and may be used and disclosed by Business Associate for its own purposes, including, without limitation, for purposes of developing comparative databases, performing statistical analysis and research, and improving the quality of Business Associate's products and services.

- vii. Plan Sponsor may identify, in writing, certain Plan Sponsor employees or third parties who Covered Entity has authorized to receive Protected Health Information from Business Associate in connection with plan administration. Subject to more restrictive state and federal law, Business Associate will disclose Protected Health Information to Plan Sponsor designated employees or third parties. In the case of Plan Sponsor designated employees, the Plan Sponsor must represent and warrant compliance with 45 C.F.R. § 164.504(f). In the case of a third party, Business Associate may require specific written authorization from Plan Sponsor in each instance and execution by the third party of a non-disclosure agreement reasonably acceptable to Business Associate.

4. OBLIGATIONS OF COVERED ENTITY.

- a. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions.
 - i. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices agreed to in accordance with 45 C.F.R. § 164.520(b)(2), to the extent that such limitation(s) may affect Business Associate's use or disclosure of Protected Health Information.
 - ii. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes affect Business Associate's uses or disclosures of Protected Health Information.
 - iii. Covered Entity agrees that it will not impose special limits or restrictions on the uses and disclosures of its Protected Health Information that may impact in any manner the use and disclosure of Protected Health Information by Business Associate under the Services Agreement and this BA Agreement, including, but not limited to, restrictions on the use and/or disclosure of Protected Health Information as provided for in 45 C.F.R. § 164.522(a), unless such restrictions are required by 45 C.F.R. § 164.522(a). The foregoing notwithstanding, Business Associate agrees to accommodate reasonable requests for alternative means of communications pursuant to 45 C.F.R. § 164.522(b).
- b. Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy and Security Rules if done by Covered Entity except that Business Associate may use Protected Health Information in its possession (i) for Business Associate's proper management and administrative services, or (ii) to provide Data Aggregation services to the Covered Entity as permitted by 45 C.F.R. § 164.504(e) (2) (i) (B).

5. TERM AND TERMINATION.

- a. Term. The provisions of this BA Agreement shall take effect on the Effective Date and shall terminate upon expiration or termination of the Services Agreement, except as otherwise provided herein.
- b. Termination for Cause. Without limiting the termination rights of the parties pursuant to the Services Agreement and upon either party's knowledge of a material breach by the other party, the non-breaching party shall either:
 - i. Provide an opportunity for the breaching party to cure the breach or end the violation, or terminate the Services Agreement, if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party; or
 - ii. Immediately terminate the Services Agreement, if cure of such breach is not possible.
- c. Effect of Termination. The parties mutually agree that it is essential for Protected Health Information to be maintained after the expiration of the Services Agreement for regulatory and other business reasons.

Notwithstanding the expiration of the Services Agreement, Business Associate shall extend the protections of this BA Agreement to such Protected Health Information, and limit further use or disclosure of the Protected Health Information to those purposes that make the return or destruction of the Protected Health Information infeasible.

6. **MISCELLANEOUS.**

- a. Regulatory References. A reference in this BA Agreement to a section in the Privacy and Security Rules means the section as in effect or as amended, and for which compliance is required.
- b. Amendment. The Parties agree to take such action to amend this BA Agreement from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of HIPAA.
- c. Survival. The respective rights and obligations of Business Associate under Section 5.c. of this BA Agreement shall survive the termination of this BA Agreement.
- d. Interpretation. Any ambiguity in this BA Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Rules. In the event of any inconsistency between this BA Agreement and the Services Agreement, including any other appendices, Schedules and attachments, the terms and conditions of this BA Agreement shall control.

DISCLOSURES EXHIBIT

DISCLOSURE NOTICE REGARDING INSURANCE COMMISSIONS AND OTHER COMPENSATION

U.S. Department of Labor rules permit the receipt of insurance commissions and other compensation by service providers such as Meritain (and its affiliates) if proper disclosure is given and an appropriate independent Plan fiduciary acknowledges in writing receipt of the information and approves the transaction. The commissions and other compensation to be paid to Meritain are set forth in this Agreement. By signing this Agreement and renewal documents or amendments, Client certifies that it is an independent fiduciary of the Plan and that it acknowledges in writing receipt of the following information and approves the transactions (including the receipt of commissions and other compensation by Meritain and its affiliates) as described below.

1. STATEMENT OF AFFILIATION.

Prodigy Health Group, Inc. is a diversified health care services holding company whose subsidiaries include American Health Holding, Inc., Scrip World, LLC, Precision Benefit Services, Inc., Meritain Health, Inc. and PERFORMAX, Inc. (referred to herein collectively as “**affiliates**” or individually as an “**affiliate**”). Each affiliate is free to recommend to a client, products and services offered by other companies, which may include another affiliate; however, no affiliate is required to recommend an affiliate and no affiliate is limited or restricted in recommending the products and/or services of any vendor. Affiliates may be entitled to reasonable compensation (including commissions and fees) from other companies, including affiliates, and such compensation is earned in the ordinary course of business in arms’ length transactions. In addition, certain inter-company agreements exist amongst the affiliates to provide for the exchange of certain goods and services and leases of real property at market-based rates of compensation.

2. DESCRIPTION OF CHARGES, FEES, DISCOUNTS, PENALTIES AND ADJUSTMENTS APPLICABLE TO ANY CONTRACTS WITH MERITAIN.

Meritain may receive compensation from insurance carriers (“**Carriers**”) and managing general underwriters (“**MGUs**”) in the form of fixed or contingent commissions and administrative fees. In some instances, the broker is entitled to a portion of the fixed or contingent commissions and administrative fees paid to Meritain. In those instances, Meritain will remit those amounts to the broker.

The parties acknowledge and agree that stop loss insurance policies are issued for one year terms, and therefore, Meritain is unable to disclose future commissions as of execution of this Agreement. Meritain will disclose future commissions (if any) at such time the policy is renewed or reissued.

Fixed Sales Commissions on Gross Insurance Premiums Payable to Meritain Per Year (if applicable):

| Carrier | Commission type | Commission % |
|-------------------|-------------------------------|--------------|
| Sun Life/Sun Life | Meritain Stop Loss Commission | 0.00 % |
| Sun Life/Sun Life | Broker Stop Loss Commission | 0.00 % |

| Carrier | Commission type | Commission % |
|-----------|--------------------------------|--------------|
| Aetna IOE | Meritain Transplant Commission | 0% |
| Aetna IOE | Broker Transplant Commission | 0% |

Contingent Commissions

Contingent commissions may depend on a combination of factors such as growth, profitability, volume, retention and increased services that Meritain provides under agreements with certain Carriers and MGUs. There is no guarantee that Meritain will receive any contingent commissions. Also, in cases where Meritain agrees to provide administrative services that would otherwise be provided by a Carrier or MGU, some Carriers and MGUs pay administrative fees for these services. Below are descriptions of such commissions and fees that Meritain may receive:

None.

Other Fees

From time to time, Meritain may engage third party vendors to perform or provide services in connection with this Agreement. In some cases Meritain will pay the vendor as a subcontractor out of fees it has collected pursuant to this Agreement.

Subrogation Recovery Fee: When Meritain provides or arranges for subrogation services, Client agrees to pay Meritain a contingency fee of 25% of the gross savings resulting from such services.

Non-Subrogation Recovery Services Fee: When Meritain provides or arranges for non-subrogation recovery services, Client agrees to pay Meritain a contingency fee of up to 25% of the gross recovery, which shall include vendor fee, resulting from such services.

In the event Meritain engages an out-of-network discount program, claim auditor or bill review services, independent case reviewer, cost management vendor, bill negotiator, discount program or other contingency fee vendor to provide services on behalf of the Plan, Meritain shall be entitled to retain a contingency fee up to 28% of the net savings resulting from the engagement, and such contingency fee of the net savings does not include any additional third-party vendor fee that may be assessed for such services.

In cases where Meritain, itself or through an affiliate, provides direct negotiation services to reduce claim amounts to increase savings on behalf of the Plan, Meritain shall be entitled to retain a contingency fee up to 35% of the savings resulting from such services.

The disclosures set forth in this Disclosures Exhibit represent Meritain's best reasonable estimate of the total amount of all direct and indirect compensation Meritain may receive in connection with this Agreement. The actual amount may vary during the course of this Agreement based upon changes in the number of participants, utilization and other factors external to this Agreement. With respect to all direct and indirect compensation Meritain actually receives as a result of this Agreement, Meritain will disclose such amounts to Client annually, upon request, to the extent required to assist Client in filing its Form 5500.



New Group Referral Form

Claims Administration and Group Information

| | | |
|---------------------------------------------------------------------------------------|------------------------------|-------------------------------------------|
| Administrator (TPA) <i>Meritain</i> | Plan Name | Service Effective Date <i>7-1-2021</i> |
| Appeals Department Contact Information at Administrator | Group Number <i>18152</i> | Number of Employee Lives |
| Group Contact (if Group involvement desired) <i>Bryan Aasheim</i> | Networks Accessed by Group | Status of Current Plan Document |
| # Required Internal Appeals (Not including IRO) | | |
| Claim Re-pricers / Alternate Fiduciaries Utilized by Group. Examples: ELAP, AMPS, CDS | | |

Three existing IRO vendors (by TPA/Group) – if no vendors currently exist, please note "none"

- 1.
- 2.
- 3.

Stop-Loss Information

| | | | |
|-----------------------------------------------------|-------------------|----------------------------------------|------------------------------------|
| Stop-Loss Carrier / MGU <i>Sunlife Financial</i> | Stop-Loss Contact | Specific Deductible <i>\$40,000</i> | Aggregate Deductible <i>\$0</i> |
|-----------------------------------------------------|-------------------|----------------------------------------|------------------------------------|

Additional Requested Information:

1. All Plan Documents and any other documents related to governance of the Plan. If the Plan Document is not finalized please provide estimated completion date in the Additional Information box below.
2. Any applicable stop-loss policy
3. Any group-specific or internal guidelines used to determine benefits (such as Employee Handbook)

Additional Information:

FOR USE BY THE PHIA GROUP ONLY

| | | | |
|---------------|----------------|-------------|----------|
| Date Approved | Effective Date | Approved By | Fee PEPM |
| Notes | | | |

This form can be sent, along with additional requested information, to jwilmot@phiagroup.com.

**BUNDLED SERVICES AGREEMENT –
PARETO CAPTIVE SERVICES, LLC CLIENTS**

This Bundled Services Agreement (the “Agreement”) is effective [redacted] (the “Effective Date”), by and between The Phia Group, LLC and its affiliates (collectively, “The Phia Group”), and Under County Board of Commi (the “Client”). The Phia Group and Client may be referred to in the singular as “Party” or in the plural as “Parties.”

WHEREAS, The Phia Group is a provider of Independent Consultation and Evaluation (“ICE”) services, Plan Appointed Claim Evaluator® (“PACE®”) services, and Plan Drafting services (collectively, the “Phia Services”); and

WHEREAS, Client seeks to utilize the Phia Services per the terms set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereto agree as follows:

I. Phia Services

a. Independent Consultation and Evaluation (“ICE”) Services

1. *Key Terms.* Definitions provided in Exhibit I:

- i. Consultation/Consultative Services
- ii. Gap Free Review
- iii. Participant
- iv. Phia Certification
- v. Plan
- vi. Plan Document

2. *Responsibilities of The Phia Group*

- i. Upon Client’s written request (email is sufficient), The Phia Group shall provide case-by-case Consultative Services to Client. The Phia Group shall have discretion to determine whether an item referred by Client falls within the applicable scope of the ICE services.
- ii. Upon Client’s written request (email is sufficient), once a year, The Phia Group shall perform one (1) Gap Free Review on behalf of Client.
- iii. Upon Client’s written request (email is sufficient), once a year, The Phia Group shall perform a Phia Certification for each of Client’s eligible Plan Document(s).
- iv. The Phia Group will issue its consultative responses to Client’s requests, within a reasonable timeframe and pursuant to reasonable deadlines.

b. Plan Appointed Claim Evaluator® (“PACE®”) Services

1. *Key Terms.* Definitions provided in Exhibit I:

- i. Directive
- ii. Fiduciary Damages
- iii. Participant
- iv. Payable Claims
- v. Plan
- vi. Plan Administrator
- vii. Plan Appointed Claim Evaluator ("PACE")
- viii. Plan Document
- ix. Plan Sponsor
- x. Second Level Post-Service Final Appeal

2. *Responsibilities of The Phia Group*

- i. The Phia Group, acting as the PACE, shall have discretionary authority to review Second Level Post-Service Final Appeals referred to it by Client, determine payability of claims, and issue Directives.
- ii. Directives shall be issued prior to deadlines provided by Client or within fifteen (15) business days of having received the request from Client, whichever is shorter.
- iii. Client understands and acknowledges that The Phia Group is only responsible when Client complies with The Phia Group's Directive.

3. *Responsibilities of Client*

- i. Upon receipt of a Second Level Post-Service Final Appeal, Client shall forward (or have forwarded) within three (3) business days of said receipt, the Second Level Post-Service Final Appeal (including the entire file relating to the denied claim[s]), copies of the prior appeals and payment determination(s), the applicable Plan Documents, all other relevant documentation or correspondence, and applicable deadlines to The Phia Group. Upon receipt, The Phia Group may request additional information, which shall be provided within three (3) business days.
- ii. All Second Level Post-Service Final Appeal referrals submitted by Client to The Phia Group for PACE services, including all relevant medical records and other documents in conjunction with the Second Level Post-Service Final Appeal, shall be done online through a dedicated e-mail address, via upload/download to a dedicated (secure) FTP site, or overnight delivery.
- iii. Client agrees to incorporate PACE-specific provisions to be provided by The Phia Group into its Plan Document(s).
- iv. If the terms of Client's Plan are deficient, or if Client fails to furnish such documents in compliance with applicable law, The Phia Group shall suggest payment of applicable claims, and have no liability in connection therewith; this advice would not constitute a Directive.
- v. Client agrees to provide adequate funding for payment of claims, if deemed payable, not later than the earlier of thirty (30) calendar days from The Phia Group's receipt of

a Second Level Post-Service Final Appeal or the date set forth by applicable law. In the event of a breach of this provision, The Phia Group shall have no further liability for damages resulting from said breach.

4. *Liability of the Parties with Respect to the PACE Services*

- i. The Phia Group, when acting as the PACE, shall only be responsible for Fiduciary Damages arising from and occurring solely due to its Directives regarding Second Level Post-Service Final Appeals.
- ii. In any instance where The Phia Group, acting as the PACE, incurs liability through its actions as the PACE, The Phia Group's liability shall be limited to One Million Dollars (\$1,000,000) per Directive and Second Level Post-Service Final Appeal.
- iii. The Phia Group shall not be liable for any damages incurred as a result of:
 - a. negligence or willful misconduct by any party other than The Phia Group;
 - b. breach of duties – fiduciary or otherwise - by any entity other than The Phia Group;
 - c. any party's decision to disregard The Phia Group or a Directive issued by The Phia Group;
 - d. Plan Document language not provided by The Phia Group that is not in compliance with applicable law or which is otherwise unenforceable;
 - e. actions by any party other than The Phia Group not in compliance with applicable law; or
 - f. Client's failure to provide timely funding necessary to pay a Payable Claim, or Client's failure to timely process said claims.

5. *Disclaimer; Limitation of Liability.*

Other than in the limited instance of a Second Level Post-Service Final Appeal referred to The Phia Group by Client so that The Phia Group can perform PACE services as described herein, The Phia Group expressly disclaims any decision-making role or responsibility whatsoever in connection with the decisional process on the claim under the terms of Client's Plan(s). Aside from the limited instances in which a Second Level Post-Service Final Appeal is referred to The Phia Group by Client so that The Phia Group can perform PACE services as described herein and Client complies with the resultant Directive, the Parties intend that The Phia Group shall not be deemed a "fiduciary" for Client's Plan(s) within the meaning of ERISA, The Phia Group shall be deemed to have no discretionary authority or final determinative capability with regard to benefit determinations, and Client shall indemnify and hold The Phia Group harmless in that regard.

6. *Run-Out.*

Upon termination of this Agreement, The Phia Group shall automatically continue to perform run-out services pertaining to any determinations made during the Second Level Post-Service Final Appeal stage that were referred to The Phia Group prior to the termination of the Agreement, until such determinations reach their ultimate resolution, up to and including a final decision issued by an IRO or court of competent jurisdiction.

c. Plan Document Drafting Services

1. *Plan Document Drafting Requests*

- i. Client may refer plan document drafting requests to The Phia Group in writing (e-mail is preferred) at pgreferral@phiagroup.com or via fax at 781-535-5656.
- ii. The Phia Group will acknowledge receipt of the request before providing a scope of the project, as well as an estimated turnaround time. Upon receiving Client's written approval to proceed, The Phia Group shall begin the project.
- iii. The Phia Group reserves the right to refuse a plan document drafting request with reasonable, written justification provided to Client.

2. *Plan Document Overview Assessment.*

Upon Client's submission of a standard plan document to The Phia Group for purposes of providing an overview assessment, The Phia Group will review the plan document and provide an initial assessment memorandum addressing potential areas of concern, including a consultation phone call.

3. *Plan Document Drafting and Review*

- i. The Phia Group will, upon Client's written request, provide:
 - (1) Plan Document Provision Review and Revision
 - a. In redline format (track changes function), The Phia Group will update Client's plan document(s) to comply with all ACA plan regulations and to add The Phia Group's recommended cost-containment provisions.
 - b. The Phia Group requires a Microsoft Word Document version of the plan document.
 - (2) Single Plan Document and Summary Plan Description ("SPD") Checklist
 - c. The Phia Group will craft individual plan documents for Client, utilizing answers provided by Client via a checklist, including the following plan document options:
 - d. Preventive Care Only Plan
 - e. Wrap Document
 - (3) Summary of Benefits and Coverage ("SBC") Request
 - f. The Phia Group will create a Summary of Benefits and Coverage ("SBC") for Client.

4. *Limited Warranty.*

The Phia Group warrants that at the time they are produced, plan documents produced by The Phia Group meet the requirements of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), the Affordable Care Act ("ACA"), and any applicable federal regulations promulgated thereunder. In the event of any change in the foregoing federal requirements, Client is responsible for obtaining the necessary updates to its plan documents that have already been produced. In the event Client makes any changes to a plan document that are not reviewed and approved by The Phia Group, this limited

warranty shall be void. Client is exclusively responsible for carefully reviewing all plan documents produced by The Phia Group to confirm their accuracy and suitability for the needs of Client.

II. General Terms

a. Term and Termination.

This Agreement will remain in effect for an Initial Term of one (1) year from the Effective Date and cannot be terminated by either Party during the Initial Term unless such termination is "for cause." In the event that either Party (the "Breaching Party") is in breach of any of its material obligations under this Agreement, the non-breaching Party may terminate this Agreement "for cause" by providing fifteen (15) days' prior written notice (the "Notice Period") to the Breaching Party, specifying the breach and its claim for right to terminate; provided, however, that the termination shall not become effective at the end of the Notice Period if the Breaching Party cures the breach complained about during the Notice Period. Upon the expiration of the Initial Term, this Agreement shall automatically renew for successive one (1) year periods (each, an "Additional Term") until terminated by either Party (i) "for cause," as set forth in this Section II.a; or (ii) for any or for no reason, upon sixty (60) days' prior written notice to the other Party. Notwithstanding the foregoing, this Agreement shall be terminated in the event that (a) the Memorandum of Understanding for Bundled Services ("MOU") between Pareto Captive Services, LLC and The Phia Group is terminated for any reason, with the effective date of such termination being the same as the effective date of the termination of the MOU; or (b) in the event that Client terminates its relationship with Pareto Captive Services, LLC, with the effective date of such termination being the same as the effective date of the termination of Client's relationship with Pareto Captive Services, LLC.

b. Survival.

The provisions of this Agreement which expressly or by their nature survive expiration or termination of this Agreement shall remain in effect after the expiration or termination of this Agreement.

c. Confidential Information.

During the term of this Agreement, The Phia Group and the Client may have access to confidential information relating to such matters as either Party's business, trade secrets, systems, procedures, manuals, products, contracts, personnel, and clients. As used in this Agreement, "Confidential Information" means information belonging to The Phia Group or Client which is of value to such Party and the disclosure of which could result in a competitive or other disadvantage to either Party, including, without limitation, financial information, business practices and policies, know-how, trade secrets, market or sales information or plans, customer lists, business plans, and all provisions of this Agreement. "Confidential Information" also includes Protected Health Information (PHI), as the term is defined under HIPAA. Confidential Information does not include: (i) information that

was known to the receiving Party before receipt thereof from or on behalf of the disclosing party ("Disclosing Party"); (ii) information that is disclosed to the receiving Party ("Receiving Party") by a third person who has a right to make such disclosure without any obligation of confidentiality to the Disclosing Party; (iii) information that is or becomes generally known in the trade without violation of this Agreement by the Receiving Party; or (iv) information that is independently developed by the Receiving Party or its employees or affiliates without reference to the Disclosing Party's information. Each Party will protect the other's Confidential Information in accordance with all applicable law (including, without limitation, HIPAA, and its implementing regulations) and with at least the same degree of care it uses with respect to its own Confidential Information, and will not use the other Party's Confidential Information other than in connection with its obligations hereunder. Notwithstanding the foregoing, a Party may disclose the other's Confidential Information if: (i) required by law, regulation or legal process or if requested by any applicable governmental agency or self-regulatory organization; (ii) it is advised by counsel that it may incur liability for failure to make such disclosure; or (iii) requested by the other Party; provided that in the event of (i) or (ii) above the Disclosing Party shall give the other Party reasonable prior notice of such disclosure to the extent reasonably practicable and cooperate with the other Party (at such other Party's expense) in any efforts to prevent such disclosure.

d. LIMITATION OF LIABILITY.

EXCEPT AS MAY OTHERWISE BE EXPLICITLY SET FORTH HEREIN, THE PHIA GROUP, WHEN PROVIDING THE PHIA SERVICES SET FORTH HEREIN, SHALL ONLY BE RESPONSIBLE FOR DAMAGES ARISING FROM AND OCCURRING DUE TO THE PHIA GROUP'S BREACH OF THIS AGREEMENT, BREACH OF WARRANTY, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR VIOLATION OF APPLICABLE LAW IN PROVIDING THE PHIA SERVICES. THE PHIA GROUP IS NOT RESPONSIBLE FOR ANY CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES OR LOST PROFITS, UNLESS CAUSED BY PHIA'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR UNAUTHORIZED USE OR DISCLOSURE OF PHI IN ANY INSTANCE WHERE THE PHIA GROUP PROVIDES PHIA SERVICES UNDER THIS AGREEMENT, AND, AS A RESULT OF PROVIDING THE PHIA SERVICES, INCURS LIABILITY THROUGH ITS ACTIONS, THE PHIA GROUP'S LIABILITY SHALL BE LIMITED TO ONE MILLION DOLLARS (\$1,000,000) PER INSTANCE, OTHER THAN FOR DAMAGES ARISING FROM ANY UNAUTHORIZED USE OR DISCLOSURE OF PHI BY PHIA OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS.

e. Not a Fiduciary.

Client understands and acknowledges that The Phia Group's performance of the Phia Services, except as otherwise explicitly provided for above, does not cause The Phia Group to become a "fiduciary" for any benefit plan sponsored or administered by Client.

f. Not a Plan Administrator.

Client understands and acknowledges that all legal obligations regarding the administration of a plan are the sole obligations of the plan and/or Client, and in no event shall The Phia Group be responsible for any legal obligations regarding the administration of the plan.

g. Disclaimers.

1. Client understands and acknowledges that The Phia Group's performance of the Phia Services does not constitute providing legal advice. No attorney-client relationship shall exist as between The Phia Group and Client under the scope of this Agreement. Retention of The Phia Group as consultants does not constitute retention of legal representation. The Phia Services are provided based on the mutual understanding that The Phia Group is not a law firm and is not providing tax or legal advice. Instead, The Phia Group will assist Client and provide advice solely in a consulting capacity. The applicable plan sponsor and/or plan administrator is solely responsible, and The Phia Group is not responsible, for the compliance and content of, and payment of benefits as specified within, any plan documents created or distributed. As with all issues involving interpretation or application of laws and regulations, Client and its plan(s) should rely on their own legal counsel for authoritative guidance. By executing this Agreement, Client acknowledges that The Phia Group provides consulting services only and does not function as legal counsel, attorney, or representative of Client or any other party.
2. Except as may otherwise be explicitly set forth herein, Client acknowledges that The Phia Group makes no warranty, express or implied, with respect to any rights, property, or data transferred hereunder, including, but not limited to, any express or implied warranty of fitness for a particular purpose.

h. Governing Law.

This Agreement and the rights and obligations of the Parties under this Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Pennsylvania, without giving effect to its principles regarding conflicts of law.

i. Arbitration.

All disputes under this Agreement shall be settled by arbitration in Pennsylvania, before a single arbitrator pursuant to the rules of the American Arbitration Association. Arbitration may be commenced at any time by either Party giving written notice to the other Party that such dispute has been referred to arbitration under this section. The arbitrator shall be selected by the joint agreement of the Parties, but if they do not agree within twenty (20) days after the date of the notice referred-to above, the selection will be made pursuant to the rules maintained by the association. Any award rendered by the arbitrator will be conclusive and binding upon the Parties and is to be accompanied by a written opinion of the arbitrator giving the reasons for this award. This provision for arbitration will be

specifically enforceable by the Parties. The decision of the arbitrator will be final and binding and there will be no right of appeal. Each Party will pay its own expenses of arbitration.

j. Indemnification.

Each Party hereby agrees to indemnify, defend, and hold harmless the other Party from and against any and all claims, losses, demands, liabilities, costs and expenses (including reasonable attorney's fees and costs and expenses related thereto) suffered or incurred by the damaged Party as a result of, or in connection with, any third party claims to the extent caused by breach of this Agreement, fraud, negligence of any type or degree, willful misconduct, or violation of any applicable law of/by the indemnifying Party or its directors, officers, employees, or agents in performing the indemnifying Party's obligations under this Agreement.

k. Force Majeure.

Neither Party will be liable for any failure or delay in performance of its obligations hereunder by reason of any event or circumstance beyond its reasonable control, including, but not limited to: acts of god, war, riot, strike, labor disturbance, fire explosion, telephone network failure(s), flood or shortage or failure of suppliers. If any delay in performance under this section continues for more than sixty (60) consecutive days, the unaffected Party will have the right to terminate this Agreement with ten (10) days' prior written notice to the affected Party, unless the affected Party is able to remedy its circumstances within the 10-day notice period.

l. Waiver.

Failure to enforce the performance of any provision of this Agreement will not constitute a waiver of rights to subsequently enforce such provision or any other provision. No waiver of any provision of the Agreement will be effective unless in writing.

m. Notices.

All notices hereunder shall be in writing (email is sufficient). Notice shall be deemed to be given upon receipt. Notices shall be submitted to the Parties at their respective email addresses or physical addresses as communicated by the Parties.

n. Amendment.

This Agreement may be modified, amended or supplemented only by a writing signed by the authorized representatives of both Parties to this Agreement. Such amendments, modifications or supplements are incorporated into and made a part of this Agreement.

o. Independent Contractors.

The relationship between the Parties is that of independent contractors. Neither Party is intended to be an employee or employer of, nor joint venturer with, the other Party; and except as otherwise specifically contemplated herein, neither Party shall function as an agent of the other Party. Each Party hereto shall be responsible for its own activities and those of its employees and agents.

p. Integration.

The Parties acknowledge that they have read this Agreement in its entirety and understand and agree to be bound by its terms and conditions. This Agreement constitutes a complete and exclusive statement of the understanding between the Parties with respect to its subject matter. This Agreement supersedes any and all other prior communications between the Parties, whether written or oral. Any prior agreements, promises, negotiations or representations related to the subject matter of this Agreement, which are not expressly set forth in this Agreement, are of no force and effect.

q. Authority.

Each Party represents and warrants to the other Party that the signatory identified beneath its name below has authority to execute this Agreement on its behalf. This Agreement shall be binding upon the Parties hereto and their successors and assigns; provided, however, that neither Party may assign their rights or obligations hereunder without the prior written consent of the other Party, which consent may not be unreasonably withheld, conditioned, or delayed.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the Effective Date set forth above.

The Phia Group, LLC

Signature: _____

Name: _____

Title: _____

Date: _____

Candler County Board of Commissioners

Signature: [Handwritten Signature]

Name: BRYAN AASHEIM

Title: ADMINISTRATOR

Date: 10/5/21



EXHIBIT 1

DEFINITIONS

Capitalized terms which are not otherwise defined in this Exhibit 1 shall have the meanings set forth in the Employee Retirement Income Security Act of 1974 ("ERISA") or other applicable law. Otherwise, the terms defined in this Exhibit 1 shall have the following meaning(s):

Independent Consultation and Evaluation ("ICE") Services

- I. Consultation – For purposes of this Agreement, "Consultation" shall be understood to mean any consultative or evaluative act, undertaken by The Phia Group, under the specific scope of Section I(a), to include: consultation on matters relevant to Plan Documents including regulatory compliance, claim evaluation and analysis including claims payment and eligibility issues, performance of The Phia Group's Gap Free Review, performance of Phia's Certification service, Plan-related dispute resolution, administrative service agreement guidance, network interaction, stop-loss disputes, consultation regarding Plan construction, and matters generally related to Plan administration (the "Consultative Services"). Consultation/Consultative Services shall not include any plan drafting services such as Plan Document creation, revision or customization, which are instead set forth in Section I(c) of the Bundled Services Agreement.
- II. Gap Free Review – Comparison of pertinent Plan-related documents (*e.g.*, Plan Documents, stop-loss policies, PPO agreements, administrative services agreements, employee handbooks) to one another to identify "gaps" in coverage created by discrepancies between the documents.
- III. Participant – Any employee (or former employee/retiree, if applicable) of Client, the employee's eligible dependents, or any other person(s) eligible to submit claims to a Plan and receive benefits from a Plan.
- IV. Phia Certification – Review of a Plan's governing Plan Document(s) to ensure they meet The Phia Group's standards for subrogation and regulatory compliance.
- V. Plan – A benefit plan, as offered by Client and which is established for the benefit of Participants.
- VI. Plan Document – The document governing, and setting forth the benefits of, the applicable Plan; for purposes of Section I(a), it shall include controlling certificates of insurance, policies, and/or summary plan descriptions, as well as applicable amendments.

Plan Appointed Claim Evaluator® ("PACE®") Services

- I. Directive - A benefit determination, made by the Plan Appointed Claim Evaluator® ("PACE®"), regarding payability of a "claim" that was submitted for payment to the applicable health benefit Plan's third party administrator ("TPA") and/or Plan Administrator, denied by the applicable health benefit Plan's TPA or Plan Administrator, subsequent appeal(s) resulted in its

continued denial, and the matter has now been submitted for a Second Level Post-Service Final Appeal.

II. Fiduciary Damages - Fiduciary Damages shall include damages awarded by a court of competent jurisdiction to a Participant arising from or due to the PACE's arbitrary, capricious, or other behavior constituting a breach of its fiduciary duty. As such, The Phia Group, when acting as the PACE and a fiduciary in that limited role, shall indemnify Client: (1) only to the extent that the liability underlying a final judgment or award is determined to be the direct consequence of arbitrary or capricious conduct, intentional wrongdoing, bad faith, criminal conduct or fraud that is solely attributable to The Phia Group; and (2) only if Client incur(s) losses that it would not have incurred but-for such conduct by The Phia Group. Fiduciary Damages shall include all attorney's fees incurred by The Phia Group acting as the PACE, as well as those attorney's fees incurred by Client in connection with a Second Level Post-Service Final Appeal referred to the PACE for the purpose of issuing a Directive, if such attorneys are retained by The Phia Group and/or if a court of competent jurisdiction determines with finality that such fees and costs are to be paid by The Phia Group. Fiduciary Damages shall also include other fees, costs and expenses resulting from the investigation, adjudication, and defense of a Directive issued by the PACE.

III. Participant - Any employee of Client, the employee's eligible dependents, or any other person(s) eligible to submit claims to the Plan and receive benefits from the Plan.

IV. Payable Claims - Claims for health benefits submitted by a Participant, or on a Participant's behalf, deemed to be payable in accordance with the terms of the Plan, by either the PACE, by an Independent Review Organization ("IRO") (where said determination is binding in accordance with applicable law), and/or deemed payable by a court of competent jurisdiction. The Phia Group is not and shall not be held responsible, financially or otherwise, for payment of Payable Claims. Client and its Plan(s) shall be financially responsible for Payable Claims.

V. Plan - A self-funded health benefit plan, program or policy offered by Client, and which is established for the benefit of Participants, and designed to provide coverage for health care services provided through a group health or other managed health care arrangement.

VI. Plan Administrator - The person or entity designated by the Plan or the Plan Sponsor to manage the Plan and interpret Plan provisions

VII. Plan Appointed Claim Evaluator ("PACE") - The Phia Group shall serve in this capacity. The Plan Appointed Claim Evaluator ("PACE") is hereby authorized to receive Second Level Post-Service Final Appeals from Client and/or its Plan Administrator or TPA, and determine claim payment eligibility in accordance with the terms of the Plan, Plan Document, reports and applicable law (in light of the facts and information submitted by and to the Parties). Directives issued by the PACE, applicable to Second Level Post-Service Final Appeals only, shall be binding upon the Plan and are intended to carry the weight and authority of a fiduciary determination. No other guidance, advice, direction, consultation, or other service provided by The Phia Group shall be deemed to be in a fiduciary capacity.

VIII. Plan Document - The document governing, and setting forth the benefits of, the Plan; for purposes of this arrangement, it shall include controlling certificates of insurance, policies, and/or summary plan descriptions, as well as applicable amendments.

IX. Plan Sponsor - The sponsor of a Plan providing certain welfare benefits to eligible Participants.

X. Second Level Post-Service Final Appeal - An appeal filed by a Participant, or on behalf of a Participant, with Client or its Plan Administrator or TPA, in accordance with applicable law and the terms of the Plan, regarding a claim for benefits previously submitted to the Plan for payment after treatment was provided, denied by the applicable Plan Administrator (and/or any other entity acting on its behalf), and for which the appeal constitutes the final level of appeal and administrative remedy available to Participant(s); (meaning it is the last appeal to the Plan, prior to submitting the appeal to an IRO for purposes of external review in accordance with applicable law, and/or submission of the matter to a court of law for appeal and review). To be considered a Second Level Post-Service Final Appeal, Client or its Plan Administrator or TPA must have already issued notification(s) of the adverse benefit determination(s) made with respect to the claim(s) at issue that were submitted to the Plan after treatment was provided, in accordance with the Plan and applicable law, as it applies to the initial claim payment determination and earlier appeal(s). Second Level Post-Service Final Appeals are referred to The Phia Group by Client or its Plan Administrator or TPA; and shall not include any post-service appeals that are not the final level of appeal / administrative remedy available to Participant(s) under the Plan. A Second Level Post-Service Final Appeal likewise does not mean any appeals of pre-service urgent care claims (as defined in 29 C.F.R. § 2560.503-1 [the "DOL Claims Processing Regulations"]). Said claims and appeals shall be the sole responsibility of the Plan Administrator and/or other entity appointed by the Plan Administrator for that purpose. Furthermore, if a Participant has exhausted the administrative remedies available to them, including the filing of a Second Level Post-Service Final Appeal, yet the Participant wrongfully submits a denied claim for subsequent appeal to the Plan Administrator (or entity acting on its behalf), and the Plan Administrator (or entity acting on its behalf) mistakenly accepts the appeal as valid, this appeal shall not be deemed to be a Second Level Post-Service Final Appeal eligible for PACE services.