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***Innovative Business Consultants, Inc.
Administrative Services Agreement***

RECITALS

A. Woodbury County has established certain employee benefit arrangements (collectively referred to as the "Program"), including the following: A health flexible spending arrangement (Health FSA) under Code §105, and a dependent care assistance program (DCAP) under Code §129. The Health FSA and the DCAP are each offered under a Code §125 cafeteria plan.

B. Some or all of the arrangements under the Program may be "welfare benefit plans"; some or all may be subject to requirements under the Code; and some or all may be subject to requirements under Health Care Reform.

C. Employer operates in multiple roles with respect to the Program. Innovative Benefit Consultants, Inc. dba Innovative Business Consultants (TPA) is in the business of assisting with the performance of various services related to employee benefit programs.

D. Employer has requested TPA to assist it, and act on its behalf, with respect to a variety of services, including making payment of certain benefits, and providing recordkeeping and other administrative services as described in this Agreement.

E. TPA may be considered a "business associate" under HIPAA with regard to one or more employee benefit plans or arrangements offered as part of the Program. To that extent, a separate agreement (referred to as "Business Associate Contract") exists between each of the employee benefit programs considered to be a "covered entity" for purposes of HIPAA and TPA (as business associate) to document compliance with HIPAA's privacy, security, and electronic data interchange (EDI) requirements. In consideration of the mutual promises contained in this Agreement, Employer and TPA agree as follows.

ARTICLE I. INTRODUCTION

1.1 Effective Date and Term The effective date of this Agreement is January 1, 2018 ("Effective Date"). The initial term shall be the initial twelve (12) month period commencing on the Effective Date; thereafter, this Agreement will renew automatically for successive periods of twelve (12) months unless this Agreement is terminated in accordance with the provisions of Section 7.8.

1.2 Scope of Undertaking Employer has sole and final authority to establish, maintain, control, and manage the operation of the Program. TPA is and shall remain an independent contractor with respect to the services being performed hereunder and shall not for any purpose be deemed an employee of Employer. Nor shall TPA and Employer be deemed partners, engaged in a joint venture or governed by any legal relationship other than that of independent contractor. TPA does not assume any responsibility for the general policy design of the Program, the adequacy of its funding, or any act or omission or breach of duty by Employer. Nor is TPA in any way to be deemed an insurer, underwriter, or guarantor with respect to any benefits payable under the Program. With respect to payment of benefits, TPA generally provides



reimbursement services only and does not assume any financial risk or obligation with respect to claims for benefits payable by Employer under the Program. TPA does not intend to be the "named fiduciary," "plan sponsor," or "plan administrator" (as a party to such terms are described in applicable law, or the Program documentation) or assume any of the administrative duties or responsibilities commensurate with those designations. Unless required by applicable law, nothing in this Agreement shall be deemed to (a) render the TPA a party to the Program; (b) confer upon TPA any authority or control respecting management of the Program, authority or responsibility in connection with administration of the Program, or responsibility for the terms or validity of the Program; or (c) impose upon TPA any obligation to any employee of Employer or any person who is participating in the Program ("Participant") or otherwise entitled to benefits through the Program.

1.3 Definitions "Agreement" means this TPA Services Agreement, including all Appendices hereto.

"Appendix" or "Appendices" means one or more appendices to this Agreement, which are incorporated by reference into and form part of this Agreement.

"Business Associate Contract" means any separate agreement entered into between one or more employee benefit plans or arrangements under the Program and the TPA (as business associate) to document compliance with HIPAA's privacy, security, and electronic data interchange (EDI) requirements.

"COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, including regulations thereunder.

"Code" means the Internal Revenue Code of 1986, as amended, including regulations thereunder.

"DCAP" has the meaning given in the Recitals.

"Eligibility Reports" have the meaning described in Section 2.3.

"Employer" has the meaning given in the Recitals and refers to the Employer in its various roles, including Named Fiduciary, Plan Administrator, and Plan Sponsor.

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

"Electronic PHI" or "ePHI" is a type of PHI and has the meaning assigned to such term under HIPAA.

"Health Care Reform" means the Patient Protection and Affordable Care Act (PPACA), as amended by the Health Care and Education Reconciliation Act of 2010 (HCERA), and as further amended from time to time, including regulations thereunder.

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

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

"Named Fiduciary" mean any person who has discretionary authority with respect to administration of the Plan, handling of the Plan's assets, or acts as a fund manager.

"Participant" has the meaning given in Section 1.2.

"Plan" means each portion of the Program through which benefits are provided, including the Health FSA



or DCAP, as applicable.

"Plan Administrator"

"Plan Sponsor" means the Employer.

"Program" has the meaning given in the Recitals and refers to the Plans collectively.

"Protected Health Information" or **"PHI"** has the meaning assigned to such term under HIPAA.

"TPA" has the meaning given in the Recitals.

ARTICLE II. EMPLOYER RESPONSIBILITIES

2.1 Sole Responsibilities

(a) General. Employer has the sole authority and responsibility for the Program and its operation, including the authority and responsibility for establishing, administering, construing, and interpreting the provisions of the Program and making all determinations thereunder. Employer gives TPA the authority to act on behalf of Employer in connection with the Program, but only as expressly stated in this Agreement or as mutually agreed in writing by Employer and TPA. All final determinations as to a Participant's entitlement to Program benefits are to be made by Employer, including any determination upon appeal of a denied claim for Program benefits. Employer is considered the Plan Administrator and Named Fiduciary of the Program benefits.

(b) Responsibilities. Without limiting Employer's responsibilities described herein, it shall be Employer's sole responsibility (as Plan Administrator) and duty to ensure compliance with COBRA; perform required nondiscrimination testing; amend the Plans as necessary to ensure ongoing compliance with applicable law; file any required tax or governmental returns (including Form 5500 returns) relating to the Plans; collect and forward any fees related to the Programs; determine if and when a valid election change has occurred; handle Participant claim appeals; execute and retain required Plan and claims documentation; and take all other steps necessary to maintain and operate the Plans in compliance with applicable provisions of the Plans, HIPAA, the Code, Health Care Reform, and other applicable federal and state laws.

2.2 Service Charges; Funding Employer shall pay TPA the service charges set forth in the Appendices hereto, as described in Article V. Employer shall promptly make funds available for the payment of Program benefits as described in Article IV. To the extent TPA administers the remittance of fees or expenses for which Employer is responsible (e.g., certain fees under Health Care Reform), Employer shall promptly make funds available to the TPA for such remittance.

2.3 Information to TPA Employer shall furnish the information requested by TPA as determined necessary to perform TPA's functions hereunder, including information concerning the Program and the eligibility of individuals to participate in and receive Program benefits. Such information shall be provided to TPA in the time and in the manner agreed to by Employer and TPA. TPA shall have no responsibility with regard to benefits paid (or not paid) in error, or with regard to failure to timely provide required notices or other communications, due to Employer's failure to timely update such information. From time to time



thereafter, at least as frequently as necessary to enable employer and TPA to discharge their respective responsibilities under applicable law, TPA shall provide Employer with updated reports summarizing the eligibility data provided by Employer ("Eligibility Reports") by electronic medium unless otherwise agreed by the parties. The Eligibility Reports shall specify the effective date for each Participant who is added to or terminated from participation in the Program. Employer shall be responsible for ensuring the accuracy of its Eligibility Reports, and bears the burden of proof in any dispute with TPA relating to the accuracy of any Eligibility Report. TPA shall have no liability to Employer or any Participant as a consequence of an inaccurate Eligibility Report, and TPA shall not have any obligation to credit Employer for any claims expenses or administrative fees incurred or paid to TPA as a consequence of Employer failing to review Eligibility Reports for accuracy. TPA shall assume that all such information is complete and accurate, and is under no duty to question the completeness or accuracy of such information. With respect to any Plan subject to the HIPAA privacy rule, such Eligibility Reports shall be considered PHI, and when transmitted by or maintained in electronic media shall be considered ePHI, subject to the privacy and security rules under HIPAA and the applicable separate Business Associate Contract.

2.4 Plan Documents Employer is responsible for the Program's compliance with all applicable federal and state laws and regulations, including amending Plan documents as necessary to comply with applicable law changes and reflect changes to the benefit arrangements. Employer shall provide TPA with all relevant documentation, including but not limited to, the Program documents (attached hereto as Appendices) and any Program amendments. To the best of its ability, Employer will notify TPA of any changes to the Program at least thirty (30) days before the effective date of such changes. Employer acknowledges that TPA is not providing tax or legal advice and that Employer shall be solely responsible for determining the legal and tax status of the Program.

2.5 Financial Responsibility for Claims Employer is responsible for payment of claims made pursuant to, and the benefits to be provided by, the Program. TPA does not insure or underwrite the liability of Employer under the Program. Except for (a) expenses required for TPA to be in the business of providing services under this Agreement; and (b) expenses specifically assumed by TPA in this Agreement, Employer is responsible for all expenses incident to the Program.

2.6 Medical Records Employer shall, if required by law or regulation, (a) notify each Participant and provide each Participant with an opportunity to opt out (if required); or (b) obtain from each Participant such written authorization for release of any personal financial records and medical records in accordance with applicable state and federal law (including HIPAA and the Gramm-Leach-Bliley Act) to permit Employer and/or TPA to perform their obligations under this Agreement.

2.7 HIPAA Privacy and Security With respect to any arrangement under the Program that is subject to the HIPAA privacy rule, Employer shall provide TPA with certification that the applicable Plan document has been amended as required by the privacy rule to permit disclosures of PHI to Employer for plan administration purposes and that Employer agrees to the conditions set forth in applicable Plan documentation. Upon request, Employer will provide a copy of any applicable Plan amendments to TPA. Other aspects of the HIPAA privacy rule are reflected in the separate applicable Business Associate Contract.

ARTICLE III. TPA RESPONSIBILITIES

3.1 Limited Responsibilities TPA's sole responsibilities shall be as described in this Agreement, including the obligations listed in any Appendix to this Agreement. TPA generally provides certain reimbursement, recordkeeping, and other administrative services, as described further below. The TPA will carry out its



duties in accordance with the Plan documents and applicable law.

3.2 Customer Service TPA shall provide customer service personnel during normal business hours as determined by TPA (and consented to by Employer, which consent shall not be unreasonably withheld) by telephone and shall provide electronic administrative services twenty-four (24) hours per day, seven (7) days per week. TPA shall not be deemed in default of this Agreement, nor held responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to causes beyond its reasonable control, including, but not limited to, natural disaster, act of God, labor controversy, civil disturbance, disruption of the public markets, war or armed conflict, or the inability to obtain sufficient materials or services required in the conduct of its business, including Internet access, or any change in or the adoption of any law, judgment, or decree.

3.3 Benefit Processing and Payment TPA shall, on behalf of Employer, operate under the express terms of this Agreement and the Program. TPA shall accept and process claims of Participants received by TPA for benefits under the Program in accordance with the terms and conditions, including timeframes, of the applicable Plan (as set forth in the Plan document) and applicable law. TPA shall initially determine if persons covered by the Program (as described in the Eligibility Reports) are entitled to benefits under the Program and shall adjudicate and pay Program benefits to Participants, as set forth in this Article III and Article IV, in accordance with Plan terms and in its usual and customary manner. Where a claim is not paid in full, TPA shall provide written denial notices in accordance with the terms and conditions, including timeframes, of the applicable Plan (as set forth in the Plan document) and applicable law. TPA shall have no duty or obligation with respect to claims incurred prior to the Effective Date ("Prior Reimbursement Requests"), if any, or Program administration (or other) services arising prior to the Effective Date ("Prior Administration"), if any, regardless of whether such services were/are to be performed prior to or after the Effective Date. Employer agrees that: (a) TPA has no responsibility or obligation with respect to Prior Reimbursement Requests and/or Prior Administration; (b) Employer will be responsible for processing Prior Reimbursement Requests (including any run-out claims submitted after the Effective Date) and maintaining legally required records of all Prior Reimbursement Requests and Prior Administration sufficient to comply with applicable legal (e.g., IRS substantiation) requirements; and (c) to the extent allowed by law, Employer shall indemnify and hold TPA harmless for any liability relating to Prior Reimbursement Requests and/or Prior Administration.

3.4 Bonding and Insurance Coverage TPA has, and will maintain, a fidelity bond for all persons involved in collecting money or making claim payments, and all officers of TPA. This bond covers the handling of Employer's and Participants' money and must protect such money from losses by dishonesty, theft, forgery or alteration, and unexplained disappearance. Such bond shall be in an amount sufficient to at least satisfy the fidelity bonding requirement under applicable bonding requirement(s). TPA shall also maintain business liability coverage in the amount of at least \$1 million. TPA shall provide proof of such bonding and business liability coverage upon Employer's request and shall notify Employer of any material changes, including change of carrier, change in amount of coverage, etc.

3.5 Reporting As permitted under, and in accordance with, a Business Associate Contract, TPA shall make available to Employer at least monthly via electronic medium (unless otherwise agreed by the parties) a master report showing the payment history and status of Participant claims and the amounts and transactions of Participant accounts during the preceding month. TPA shall also make available to Participants at least monthly via electronic medium a report showing individual payment history, status of claims, and the amounts and transactions of the individual accounts during the preceding month.

3.6 Claims Appeals TPA shall refer to Employer or its designee, for final determination, any claim for



benefits or coverage that is appealed after initial denial by TPA or any class of claims that Employer may specify, including (a) any question of eligibility or entitlement of the claimant for coverage under the Program; (b) any question with respect to the amount due; or (c) any other appeal.

3.7 Additional Documents If Employer requests, and Employer and TPA mutually agree upon payment of applicable fees, then TPA shall furnish Employer with (a) sample documents to be reviewed by Employer with its legal counsel, for creation of customized documentation for the Program to be approved and executed by Employer, including board resolutions, summary plan descriptions (SPDs), plan documents and plan amendments (if any); and (b) sample administrative forms needed for TPA to perform its duties under this Agreement. Employer acknowledges that Employer is solely responsible for determining the legal and tax status of the Program.

3.8 Recordkeeping TPA shall maintain, for the duration of this Agreement, the usual and customary books, records and documents, including electronic records, that relate to the Program and its Participants that TPA has prepared or that have otherwise come within its possession. These books, records, and documents, including electronic records, are the property of Employer, and Employer has the right of continuing access to them during normal business hours at TPA's offices with reasonable prior notice. No documentation shall be destroyed by TPA. If this Agreement terminates, TPA shall deliver all such books, records, and documents to Employer, subject to TPA's right to retain copies of any records it deems appropriate. Employer shall be required to pay TPA reasonable charges for transportation of such records.

Provided, however, that upon termination of this Agreement, TPA must comply with the terms of the applicable separate Business Associate Contract with respect to the destruction or return of all PHI, including PHI that is in the possession of subcontractors or agents of TPA.

3.9 Standard of Care; Erroneous Payments TPA shall use reasonable care and due diligence in the exercise of its powers and the performance of its duties under this Agreement, provided that a higher standard of care will be exercised where required by applicable law. If TPA makes any payment under this Agreement to an ineligible person, or if more than the correct amount is paid, TPA shall promptly notify Employer and make diligent efforts to recover any payment made to or on behalf of an ineligible person or any overpayment. To the extent electronic payment cards are used, TPA shall follow the Plan language and applicable legal requirements regarding the efforts to be made. TPA will not be financially responsible for such erroneous payment, unless TPA would otherwise be financially responsible under another provision of this Agreement.

3.10 Notices to Employer TPA shall provide to Employer all notices (including any required opt-out notice) reflecting its privacy policies and practices as required by state and/or federal law (including HIPAA and the Gramm-Leach-Bliley Act).

3.11 Non-Discretionary Duties; Additional Duties TPA and Employer agree that, to the fullest extent permitted by applicable law, the duties to be performed under this Agreement by TPA are non-discretionary duties. TPA and Employer may agree to additional duties in writing as may be specified in an amendment to this Agreement, including amendment to any of the Appendices from time to time. With respect to any such additional duties, TPA and Employer agree that, to the fullest extent permitted by applicable law, any such additional duties shall be non-discretionary duties.

3.11 Subcontractors TPA may engage subcontractors to assist TPA in the performance of its obligations under this Agreement. Subcontractors may include, among others, vendors of debit card services. The Employer must be promptly notified of the initial engagement of a subcontractor and any subsequent



material modifications to the subcontractor relationship, including changing subcontractors, discontinuing use of a subcontractor, and change in scope of subcontractor responsibilities. TPA guarantees the subcontractor's performance to the same degree as if the TPA provided the services directly. TPA will ensure that, if necessary, a Business Associate Contract is in place with respect to applicable services provided by a subcontractor.

ARTICLE IV. BENEFIT PROGRAM PAYMENT; EMPLOYER'S FUNDING RESPONSIBILITY

4.1 Payment of Benefits Employer authorizes TPA to pay Program benefits by checks written (or other draft payment or debit) on one or more bank accounts established and maintained in the name of Employer for the payment of Program benefits. Each week or at such other interval as mutually agreed upon, TPA will notify Employer of the amount needed to pay approved benefit claims and Employer shall pay or transfer into the applicable bank account the amount needed for the payment of Program benefits. Employer shall enter into such agreements and provide instructions to its bank as are necessary to implement this Section 4.1. TPA shall have authority to provide whatever notifications, instructions, or directions as may be necessary to accomplish the disbursement of such Program funds to or on behalf of Participants in payment of approved claims.

4.2 Funding of Benefits Funding for any benefit payment to (or on behalf of) the Participants under the Program, including but not limited to, all benefits to Participants in accordance with the Program, is the sole responsibility of Employer. Employer agrees to accept liability for, and provide sufficient funds to satisfy, all payments to Participants under the Program, including claims for reimbursement for covered expenses as described in the applicable Plan documents, if such expenses are incurred and the claim is presented for payment during the term of this Agreement.

ARTICLE V. TPA COMPENSATION

5.1 Service Charges The monthly service charges of TPA are described in the Appendices. TPA may change the amount of such charges by providing at least sixty (60) days written or electronic notice to Employer. TPA may also change the monthly service charges as of the date of any Program change.

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

5.3 Payment of Charges All charges under this Article V shall be determined by TPA and billed to Employer monthly. Employer shall make payment to TPA within ten (10) business days of receipt of notice of the amount due, or such amount will automatically be deducted from the bank account maintained by Employer as described in Article IV.

5.4 Compensation Disclosures TPA shall disclose direct and indirect sources of compensation received by TPA, other than the items discussed above, attributable to this Agreement. Total compensation received by TPA for the performance of services under this Agreement, including direct and indirect sources of compensation, may not exceed what is considered to be "reasonable" for services provided to a plan.

ARTICLE VI. Indemnification and Hold Harmless

Indemnification by Employer To the extent allowed by law, Employer shall indemnify TPA and hold it harmless and against all loss, liability, damage, expense, attorney's fees, or other obligations resulting from, or



arising out of, any act or omission of Employer in connection with the Program, or claim, demand, or lawsuit by Program Participants and beneficiaries against TPA in connection with benefit payments or services performed (or not performed) hereunder. In addition, to the extent allowed by law Employer shall indemnify TPA and hold it harmless from and against any liability, expense, demand, or other obligation resulting from or arising out of any premium charge, tax, or similar assessment (federal or state), for which the Program or Employer is liable. Employer shall also have the indemnification obligation described in Section 3.3.

6.1 Indemnification by TPA TPA shall indemnify Employer and hold it harmless from and against all loss, liability, damage, expense, attorney's fees or other obligations resulting from, or arising out of, any act or omission of TPA in connection with the Program, or claim, demand, or lawsuit by Program Participants and beneficiaries against Employer in connection with benefit payments or services performed (or not performed) by TPA hereunder. In addition, TPA shall indemnify Employer and hold it harmless from and against any liability, expense, demand, or other obligation resulting from or arising out of any premium charge, tax, or similar assessment (federal or state), for which the TPA is liable.

ARTICLE VII. GENERAL PROVISIONS

7.1 Severability; Headings If any term of this Agreement is declared invalid by a court, the same will not affect the validity of any other provision, provided that the basic purposes of this Agreement are achieved through the remaining valid provisions. The headings of Sections and subsections contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

7.2 Compliance; Non-Waiver Failure by Employer or TPA to insist upon strict performance of any provision of this Agreement will not modify such provision, render it unenforceable, or waive any subsequent breach. No waiver or modification of any of the terms or provisions of this Agreement shall be valid unless in each instance the waiver or modification is accomplished pursuant to the amendment provisions of Section 7.3.

7.3 Assignment; Amendment Neither Employer nor TPA can assign this Agreement without the other party's written consent, in which consent will not be unreasonably withheld. This Agreement may be amended only by written agreement of duly authorized officers of Employer and TPA.

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

7.5 Non-Disclosure of Proprietary Information

(a) *General.* Employer and TPA each acknowledge that in contemplation of entering into this Agreement (and as a result of the contractual relationship created hereby), each party has revealed and disclosed, and shall continue to reveal and disclose to the other, information which is proprietary and/or confidential information of such party. Employer and TPA agree that each party shall: (1) keep



such proprietary and/or confidential information of the other party in strict confidence; (2) not disclose confidential information of the other party to any third parties or to any of its employees not having a legitimate need to know such information; and (3) shall not use confidential information of the other party for any purpose not directly related to and necessary for the performance of its obligations under this Agreement (unless required to do so by a court of competent jurisdiction or a regulatory body having authority to require such disclosure).

(b) *Confidential Information Defined.* Information revealed or disclosed by a party for any purpose not directly related to and necessary for the performance of such party's obligations under this Agreement shall not be considered confidential information for purposes hereof: (1) if, when, and to the extent such information is or becomes generally available to the public without the fault or negligence of the party receiving or disclosing the information; (2) if the unrestricted use of such information by the party receiving or disclosing the information has been expressly authorized in writing and in advance by an authorized representative of the other party; or (3) if required by applicable law. For purposes of this Section, confidential information is any information in written, human-readable, machine-readable, or electronically recorded form (and legended as confidential and/or proprietary, or words of similar import) and information disclosed orally in connection with this Agreement and identified as confidential and/or proprietary (or words of similar import); and programs, policies, practices, procedures, files, records, and correspondence concerning the parties' respective businesses or finances. The terms and conditions of this Section 7.5 shall survive the termination of this Agreement.

7.6 Notices and Communications

(a) *Notices.* All notices provided for herein shall be sent by confirmed facsimile, or guaranteed overnight mail, with tracing capability, or by first class United States mail, with postage prepaid, addressed to the other party at their respective addresses set forth below or such other addresses as either party may designate in writing to the other from time to time for such purposes. All notices provided for herein shall be deemed given or made when received.

(b) *Addresses.*

Employer's address for notices as described above is: 620 Douglas Street, Sioux City, IA 51101.

TPAs address for notices as described above is: 412 Water Street, Sioux City, IA 51103.

(c) *Communications.* Employer agrees that TPA may communicate confidential, protected, privileged or otherwise sensitive information to Employer through a named contact designated by Employer and specifically agrees to indemnify TPA and hold it harmless: (1) for any such communications directed



to Employer through the Named Contact attempted via telefax, mail, telephone, email or any other media, acknowledging the possibility that such communications may be inadvertently misrouted or intercepted; and (2) from any claim for the improper use or disclosure of any PHI by TPA if such information is used or disclosed in a manner consistent with its duties and responsibilities hereunder or under the separate applicable Business Associate Contract.

7.7 Termination of Agreement

(a) *Automatic.* Unless specifically agreed to otherwise in a written amendment to this Agreement, this Agreement shall automatically terminate as of the earliest of the following: (1) the effective date of any legislation which makes the Program and/or this Agreement illegal; (2) the date either party becomes insolvent, or bankrupt, or subject to liquidation, receivership, or conservatorship; or (3) the termination date of the Program, subject to any agreement between Employer and TPA regarding payment of benefits after the Program is terminated.

(b) *Optional.* This Agreement may be terminated as of the earliest of the following: (1) by TPA upon the failure of Employer to pay any charges within ten (10) business days after they are due and payable as provided in Article V; (2) by TPA upon the failure of Employer to perform its obligations in accordance with this Agreement; (3) by Employer upon the failure of TPA to perform its obligations in accordance with this Agreement or upon termination of the Business Associate Contract; or (4) by either Employer or TPA, as of the end of the term of this Agreement, by giving the other party thirty (30) days written notice.

(c) *Limited Continuation After Termination.* If the Program is terminated, Employer and TPA may mutually agree in writing as an amendment to this Agreement that this Agreement shall continue for the purpose of payment of any Program benefit, expense, or claims incurred prior to the date of Program termination. In addition, if this Agreement is terminated while the Program continues in effect, Employer and TPA may mutually agree in writing as an amendment to this Agreement that this Agreement shall continue for the purpose of payment of any claims for which requests for reimbursements have been received by TPA before the date of such termination. If this Agreement is continued in accordance with this subsection (c), Employer shall pay the monthly service charges incurred during the period that this Agreement is so continued plus a final termination fee equal to the final month's service charge.

(d) *Survival of Certain Provisions.* Termination of this Agreement shall not terminate (1) the rights or obligations of either party arising out of a period prior to such termination; (2) the indemnity, confidentiality, privacy, and security provisions of this Agreement; or (3) any provision in this Agreement that specifically provides for survival following termination of this Agreement.

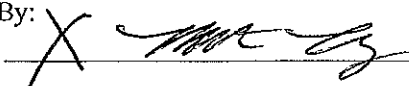
7.8 Complete Agreement; Governing Law This Agreement (including the Appendices) is the full Agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and representations between the parties, other than the separate applicable Business Associate Contract between any Plan subject to the HIPAA privacy rule and TPA. This Agreement shall be construed, enforced and governed by the laws of the State of Iowa.

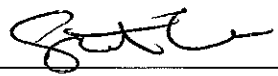


IN WITNESS WHEREOF, Employer and TPA have caused this Agreement to be executed in their names by their undersigned officers, the same being duly authorized to do so.

WOODBURY COUNTY

INNOVATIVE BENEFIT CONSULTANTS, INC.

By: X 

By: 

Title: Chairman

Title: Owner



Appendix A-Health FSA Guidelines

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

Initial Setup Fee:

\$0 (waived) payable upon execution of the Agreement.

Monthly Service Charges:

The monthly fees charged for each Participant enrolled in the Health FSA as of the first day of each month for the term of the Agreement shall be **\$4.50** per Participant per month.

Services Included: Employer is responsible for all legal requirements and administrative obligations with regard to the Health FSA, except for the following administrative duties to be performed by TPA or a subcontractor of TPA engaged in accordance with the Agreement:

1. TPA shall make available (by electronic medium and paper copy) enrollment and reimbursement forms and instructions for filing Participant claims. Upon payment of additional fees, TPA shall make available other Health FSA documents.
2. Upon receiving instructions from Employer with regard to a Participant's change in status or other event that permits an election change under applicable laws, including IRS regulations, TPA shall make the requested change in the Participant's election as soon as practicable.
3. TPA shall prepare the information necessary to enable Employer to satisfy its Form 5500 filing obligation with regard to the Health FSA. Employer shall be responsible for reviewing the information provided by TPA to ensure its accuracy, and, unless otherwise agreed by the parties in writing, Employer shall prepare and submit any Form 5500 or Schedules.
4. TPA shall assist Employer in preparing preliminary, midyear, and final nondiscrimination tests for the Health FSA. Additional fees may be require for nondiscrimination testing.
5. TPA shall make initial decisions with regard to Participant claims as specified in the applicable underlying Plan document. Disbursement of benefit payments that it determines to be due shall be made promptly. Unless special circumstances exist, including denial of all or a portion of the claim, payment shall be disbursed within five (5) business days of the day on which TPA receives the claim. Unless the Plan document provides otherwise, benefit payments shall be made by check payable to the Participant. If the amount of the claim exceeds the amount the Participant has had withheld to-date, TPA will contact Employer to make available such excess amount. Claims of less than \$50 may be carried forward and aggregated with future claims until the total amount is equal to or greater than \$50, except that any remaining amount shall be paid after the end of the Plan Year without regard to the \$50 threshold.
6. TPA shall notify Participants with regard to any claims that are denied due to inadequate substantiation or data submission, and provide an adequate period of time for the Participant to resubmit the claim. TPA shall follow the requirements as reflected in the Plan document with regard to



denial of claims.

7. If applicable, TPA will provide notices and oral interpretive services, with respect to notices and services provided under the Agreement, in a culturally and linguistically appropriate manner in accordance with the requirements of Health Care Reform.

Services Not Included: TPA is not responsible for any of the following:

1. Payment of claims from other than an Employer general assets account.
2. Employer's compliance with COBRA or USERRA, if applicable.
3. Employer's compliance with HIPAA portability provisions (including notifications such as certificates of creditable coverage), if applicable, or with HIPAA privacy and security provisions (including notification obligations), if applicable (but TPA will comply with applicable provisions of HIPAA's privacy and security rules in carrying out its duties).
4. Employer's compliance with qualified medical child support orders (QMCSOs).
5. Determining whether Employer's Health FSA documents are in compliance with the Code or any other applicable state, federal, or local statutes or regulations.
6. Determining if and when an event has occurred under the IRS permitted election change regulations (or other applicable law) such that a change in election is permitted under the Health FSA.

Appendix B-DCAP Guidelines

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

Monthly Service Charges:

The monthly fees charged for each Participant enrolled in the DCAP as of the first day of each month for the term of the Agreement shall be **\$4.50** per Participant per month.

Services Included: Employer is responsible for all legal requirements and administrative obligations with regard to the DCAP, except for the following administrative duties to be performed by TPA or a subcontractor of TPA engaged in accordance with the Agreement:

1. TPA shall make available (by electronic medium and paper copy) enrollment and reimbursement forms and instructions for filing Participant claims. Upon payment of additional fees, TPA shall make available other DCAP documents.



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

3. TPA shall assist Employer in preparing preliminary, midyear, and final nondiscrimination tests for the DCAP.

4. TPA shall make initial decisions with regard to Participant claims as specified in the applicable underlying Plan document. Disbursements of benefit payments that it determines to be due shall be made promptly. Unless special circumstances exist, including denial of all or a portion of the claim, payment shall be disbursed within five (5) business days of the day on which TPA receives the claim. Unless the Plan document provides otherwise, benefit payments shall be made by check payable to the Participant. If the amount of the claim exceeds the amount the Participant has had withheld to-date, TPA will hold the claim and make reimbursements as monies are withheld from the Participant's pay. Claims of less than \$50 may be carried forward and aggregated with future claims until the total amount is equal to or greater than \$50, except that any remaining amount shall be paid after the end of the Plan Year without regard to the \$50 threshold.

5. TPA shall notify Participants with regard to any claims that are denied due to inadequate substantiation or data submission and provide an adequate period of time for the Participant to resubmit the claim. The TPA shall follow the terms and conditions specified in the underlying Plan document.

Services Not Included: TPA is not responsible for any of the following:

1. Determining whether Employer's DCAP documents are in compliance with the Code or any other applicable state, federal, or local statutes or regulations.
2. Determining if and when an event has occurred under the IRS permitted election change regulations (or other applicable law) such that a change in election is permitted under the DCAP.

Appendix C-Plan Documents

Copies of the official plan documents, including any amendments, should be attached as an appendix or appendices in order to ensure that administration of the plans is consistent with underlying plan documentation.

