

**FRANKLIN COUNTY COMMISSIONERS MEETING  
JULY 18, 2017 – 10:00 A.M.  
COMMISSIONERS/COUNCIL MEETING ROOM, 203**

The Franklin County Commissioners met in regular meeting on July 18, 2017, at 10:00 a.m. in the Commissioners/Council meeting room. Those present were Tom Wilson, Tom Linkel, Carol Westerman and Karla Bauman, Auditor. Eric Roberts was absent.

The meeting was called to order and the Pledge of Allegiance was led by Tom Wilson.

**APPROVE MINUTES – July 5, 2017: Motion to approve July 5, 2017 minutes by Tom Linkel, seconded by Tom Wilson, all in favor, motion carried.**

**UTILITY CLAIMS: Motion to approve Utility Claims by Tom Linkel, seconded by Tom Wilson, all in favor, motion carried.**

**Treasurer's, Veteran's, Clerk's Report for June 2017 – Motion to acknowledge receipt of the June reports for the Treasurer, Veteran Officer and Clerk by Tom Wilson, seconded by Tom Linkel, all in favor, motion carried.**

**Cindy Orschell, Director Area Plan – Rezones:** Ms. Orschell presented two proposals for rezoning for the Commissioners consideration. The first one was for a recreational rezone to Unit Development which the APC gave a favorable recommendation. It is for parcel # 24-04-22-100-008.000-007, Section 22, Township 10, Range 2 located in Fairfield Township. **Motion to approve Ordinance 2017-15 recreational rezone to unit development, contingent upon final approval with Area Plan Commission, Parcel # 24-04-22-100-008.000-007 by Tom Linkel, seconded by Tom Wilson, all in favor, motion carries. Motion in favor of preliminary plan and to send back to Area Plan Commission for final approval, by Linkel, seconded by Tom Wilson, all in favor, motion carried.**

The second proposed rezone was for a (A2) Secondary Agricultural to (I-2) Open Industrial which the Area Plan Commission gave an unfavorable recommendation. It is for parcel #24-16-26-200-001.000-008, Section 26, Township 8, Range 2 located in Highland Township. Mr. Wilson explained to those in the audience that an executive session was held to gain the necessary information to make a decision. Mr. Reeves explained why the need for confidentiality and that Indiana law allowed the executive session to take place for economic development purposes. There were several citizens in the audience that spoke out against the rezoning of the 86.90 acres. Mr. Schirmer read the proposed restrictions and Mr. Derickson with the APC stated that the APC may have been more favorable if they were provided the same details that were provided to the Commissioners. **Motion to rezone this parcel with the following restrictions, Outdoor storage is permitted pursuant to any restrictions set forth in the Franklin County Zoning Ordinance for an I-2 district. Beyond such outdoor storage provision, any use that is not also a Permitted Use in an I-1 district shall require the grant of a**

**Class 3 Conditional Use, pursuant to the guidelines for Conditional Uses set forth in the Franklin County Zoning Ordinance and in Indiana State Statutes (or equivalent procedure and public hearing requirement under any amendments to the Ordinance or State Statute), seconded by Tom Linkel, all in favor, motion carried.**

Meeting recessed for 10 minutes.

Meeting reconvened.

**Motion by Tom Wilson to approve Ordinance 2017-16 rezoning Parcel # 24-16-26-200-001.000-000-008 from (A2) Secondary Agricultural to (I-2) Open Industrial, containing 86.90 acres, Section 26, Township 8, Range 2 located in Highland Township, with the following restrictions: Outdoor storage is permitted pursuant to any restrictions set forth in the Franklin County Zoning Ordinance for an I-2 district. Beyond such outdoor storage provision, any use that is not also a Permitted Use in an I-1 district shall require the grant of a Class 3 Conditional Use, pursuant to the guidelines for Conditional Uses set forth in the Franklin County Zoning Ordinance and in Indiana State Statutes (or equivalent procedure and public hearing requirement under any amendments to the Ordinance or State Statute), seconded by Tom Linkel, all in favor, motion carried.**

**Ted Cooley, FC Engineer – Updates**

- **Federal Funds Authorization**
- **Bridge Inspection Contract**

Mr. Cooley presented the bridge inspection for the Commissioners approval. **Motion by Tom Wilson to sign the Supplemental Number 2 EDS No.: A249-14-320956 Bridge Inspection Contract with INDOT, seconded by Tom Linkel, all in favor, motion carried.**

Ted Cooley thanked the public for their patience with bridge closings and asked for their continuing understanding with that. Mr. Linkel wanted more signage used and Mr. Wilson suggested increased usage of the Nixel.

**Approve Payroll: Motion to approve payroll as presented by Tom Wilson, seconded by Tom Linkel, all in favor, motion carried.**

**Tom Linkel, Commissioner – Highway Small Contracts:** Mr. Linkel explained the need for a policy to be established in regards to signing small contracts and change orders at the Highway Department. **Motion by Tom Wilson to give Tom Linkel the authority to sign contracts and change orders up to \$20,000 with notification prior to the next commissioner’s meeting, seconded by Tom Linkel, all in favor, motion carried.**

**ARIS GROUP-** Presentation to Commissioners on the voluntary benefits available from them for County Employees. They will be back on August 24, 2017 for the County’s “Insurance Fair”.

**HEALTH INSURANCE RENEWAL:** The renewal date for the insurance is September 1, 2017. There is a slight increase overall but Medical Mutual has decreased their fee. **Motion to renew health insurance and our reinsurer, MedBen and Pinnacle is Broker, Option 2, \$60,000, seconded by Tom Linkel, all in favor, motion carried.** (Renewal is attached.)

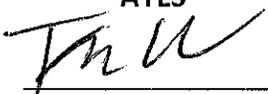
**UNSAFE/UNKEPT BUILDING ORDINANCE:** An Ordinance to Establish an Unkept Building Law in Franklin County, Indiana, in accordance with the provisions of Indiana Code 36-7-9-1. **Motion to adopt Ordinance 2017-17 Unkept and Unsafe Building Law, by Tom Wilson, seconded by Tom Linkel, all in favor, motion carried.**

**ADJOURN:** Motion to adjourn by Tom Wilson, seconded by Tom Linkel, all in favor, motion carried.

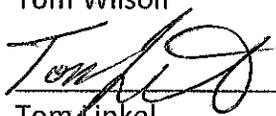
Others Present: Paul Guilfoyle, Greg Guilfoyle, Julia Wilhelm Guilfoyle, Patricia McLeary, Connie Dudley, Gabrielle Weaver, Sara Duffy, Brenda Zimmer, Pat Wolfer, Robert Wilhelm, Wayne Monroe, Sandy Schneider, James Knecht, Bill Gibbs, Kim Riebsomer, Ed Derickson, Linda Sintz, Randall Holman, Betty C. Lecher, Mildred I. Simmermeyer, Dotti Roleson, Bill Roleson, Warren McDonald, Tom Gentz, Tim George, Cindy Orschell, John Estridge, Tom Wilson, Sally Wilson and Bill Schirmer.

Minutes approved August 1, 2017.

AYES



Tom Wilson



Tom Linkel

NAYS

Tom Wilson

Tom Linkel

Eric Roberts: ABSTAINED

Attested By:

  
Karla J. Bauman, Auditor

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INSURANCE & INVESTMENTS

## Renewal options

On this page, sign to authorize the rates and initial to select the renewal you want

|   |  |
|---|--|
| Policyholder name: Franklin County Government | Authorized signature: <i>Tom Wilsoke</i> |
| Account number: 214167                        | Printed name: TOM WILSOKE                |
| Renewal status: Open                          | Printed title: COMMISSIONER              |
|   | Date signed: 7-18-17                     |

| Current and renewal rate summary |           |
|----------------------------------|-----------|
| Tier                             | Employees |
| Single                           | 48        |
| Family                           | 47        |
| <b>Total</b>                     | <b>95</b> |

| Specific Stop Loss policy details and renewal options |           |           |                  |                  |
|---|-----------|-----------|------------------|------------------|
| Plan thresholds                                       | Current   | Renewal   | Renewal option 1 | Renewal option 2 |
| Individual Specific deductible                        | \$50,000  | \$50,000  | \$65,000         | \$60,000         |
| Aggregating Specific deductible                       | None      | None      | None             | None             |
| Annual maximum  | Unlimited | Unlimited | Unlimited        | Unlimited        |
| Lifetime maximum                                      | Unlimited | Unlimited | Unlimited        | Unlimited        |

| Specific rates   | Current            | Renewal            | Renewal option 1   | Renewal option 2   |
|--|--------------------|--------------------|--------------------|--------------------|
| Claims basis   | PAID               | PAID               | PAID               | PAID               |
| Benefits covered   | Medical and Rx     | Medical and Rx     | Medical and Rx     | Medical and Rx     |
| Single   | \$205.66           | \$276.07           | \$259.00           | \$243.11           |
| Family   | \$433.49           | \$581.33           | \$545.40           | \$511.93           |
| <b>Total monthly premium</b>                                   | <b>\$30,255.31</b> | <b>\$40,573.87</b> | <b>\$38,065.80</b> | <b>\$35,729.99</b> |
| Renewal rate action as a % increase to current monthly premium |                    | 34.1%              | 25.8%              | 18.1%              |

| Aggregate Stop Loss policy details and renewal options         |                   |                   |                   |                   |
|--|-------------------|-------------------|-------------------|-------------------|
| Aggregate rates  | Current           | Renewal           | Renewal option 1  | Renewal option 2  |
| Aggregate Benefit Maximum                                      | \$1,000,000       | \$1,000,000       | \$1,000,000       | \$1,000,000       |
| Per employee per month rate                                    | \$12.16           | \$12.77           | \$12.77           | \$12.77           |
| <b>Total monthly premium</b>                                   | <b>\$1,155.20</b> | <b>\$1,213.15</b> | <b>\$1,213.15</b> | <b>\$1,213.15</b> |
| Renewal rate action as a % increase to current monthly premium |                   | 5.0%              | 5.0%              | 5.0%              |

| Aggregate thresholds and rates  | Current            | Renewal             | Renewal option 1    | Renewal option 2    |
|---|--------------------|---------------------|---------------------|---------------------|
| Claims basis  | PAID               | PAID                | PAID                | PAID                |
| Benefits covered  | Medical and Rx     | Medical and Rx      | Medical and Rx      | Medical and Rx      |
| Corridor  | 125%               | 125%                | 125%                | 125%                |
| <b>Composite Aggregate deductible factor</b>  | <b>\$930.61</b>    | <b>\$1,066.45</b>   | <b>\$1,086.68</b>   | <b>\$1,114.84</b>   |
| - Medical   | \$773.08           | \$811.17            | \$841.40            | \$869.56            |
| - Rx Drug   | \$157.53           | \$245.28            | \$245.28            | \$245.28            |
| <b>Minimum Attachment Point</b>   | <b>\$88,407.95</b> | <b>#VALUE!</b>      | <b>\$103,234.60</b> | <b>\$105,909.80</b> |
| <b>Estimated monthly renewal liability</b>  | <b>\$88,407.95</b> | <b>\$100,362.75</b> | <b>\$103,234.60</b> | <b>\$105,909.80</b> |
| Renewal rate action as a % increase to current monthly aggregate deductible factors |                    | 13.5%               | 16.8%               | 19.8%               |

| Total estimated annual plan costs                                       |                       |                       |                       |                       |
|---|-----------------------|-----------------------|-----------------------|-----------------------|
| Total costs   | Current               | Renewal               | Renewal option 1      | Renewal option 2      |
| Total annual premium  | \$376,926.12          | \$501,444.24          | \$471,347.40          | \$443,317.68          |
| Annual Aggregate Attachment Point                                       | 1,080,895.40          | 1,204,353.00          | 1,238,815.20          | 1,270,917.60          |
| <b>Total estimated self-funded plan costs</b>                           | <b>\$1,437,821.52</b> | <b>\$1,705,797.24</b> | <b>\$1,710,162.60</b> | <b>\$1,714,235.28</b> |
| Renewal rate action as a % increase to total estimated annual plan cost |                       | 18.6%                 | 18.9%                 | 19.2%                 |

|                                 |  |  |  |  |
|---------------------------------|--|--|--|--|
| Select renewal option           |  |  |  |  |
| Initial selected renewal option |  |  |  |  |

*Tom Wilsoke*

The rates agreed upon in this renewal acceptance form are effective on the policy renewal date and take precedence over any billing statements that may be received in the interim

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## Renewal options, continued

On this page, sign to authorize the features, services, and assumptions included in your renewal

|                       |                            |
|-----------------------|----------------------------|
| Policyholder name:    | Franklin County Government |
| Account number:       | 214167                     |
| Authorized signature: | <i>Tom Wilson</i>          |
| Printed name:         | Tom Wilson                 |
| Printed title:        | Commissioner               |
| Date:                 | 5-17-17                    |

### Specific Stop-Loss coverage

The following options and programs are included in your policy:

#### Options:

- **No New Lasers at Renewal option with Renewal Rate Cap of 50%**  
This option prevents new lasers. The rate cap applies to Specific rates and the Aggregating Specific deductible (if applicable), and it assumes there are no material changes to the underlying plan, the Sun Life Stop-Loss policy, or the covered group.
- **Mirroring Endorsement**  
Mirroring of your plan document is subject to review and approval by Sun Life and may affect the quoted rates. To include this endorsement with your policy, within 90 days of the policy effective date, we need your plan document and an executed Renewal Options signature page.
- **Simultaneous Reimbursement option**
- **Rx Standard Service**  
With this service, once your prescription drug claims reporting is received, Sun Life will combine the prescription drug claims data with any medical claims data we have received at an individual-covered-person level to determine total eligible expenses. Based upon the information provided, your PBM vendor is Medical Benefits Administrators. It remains your responsibility to ensure that prescription drug claims are submitted to us from you or those acting on your behalf.

#### Programs:

- **[New] SunElite™ medical document review service**  
This program is available to all Sun Life Stop-Loss customers.
- **SunExcel® Centers of Excellence transplant program**  
This exclusive program is provided to all Sun Life Stop-Loss customers.
- **SunResources® preferred network program**  
This exclusive program is provided to all Sun Life Stop-Loss customers.

The following are not included in your policy:

- **Clinical Trials option**
- **Electronic Funds Transfer**
- **Retiree coverage**
- **Terminal Liability option**

#### Assumptions

- **Transplant rider**  
Sun Life assumes that if a Transplant rider is in place with your health care plan, Sun Life is designated as secondary claims payer.

#### Producer commissions

Sun Life pays the following commission percent to the Stop-Loss producer: 15.0%.

#### Specific Stop-Loss renewal acceptance

Acceptance of your Specific Stop-Loss renewal by Sun Life is subject to timely receipt of a signed renewal proposal and contingent upon a review of large claims over \$25,000 with diagnosis/prognosis for the period of September 1, 2016 through May 31, 2017 with accompanying required information. For large claims,

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## Renewal options, continued

On this page, sign to authorize the features, services, and assumptions the required information includes paid claims, pending claims, and notification of known situations. Upon review of your large claims information, we reserve the right to recalculate quoted rates.

The rates quoted in this renewal proposal assume an Annual Maximum of Unlimited, with an Unlimited Lifetime Maximum. Please be aware that there may be a gap in coverage if your self-funded plan uses a calendar year, because Sun Life's Annual Maximum does not use a calendar year. Instead, the Sun Life Annual Maximum relies on the Sun Life Stop-Loss Policy Year Maximum. If you choose to change to the Sun Life Stop-Loss Unlimited option, there will be no gap in coverage. The Sun Life Unlimited Maximum option will cost \$. per single and family rate.

Sun Life will not reimburse for claims expenses that incur outside the Policy Year parameters.

### Aggregate Stop-Loss

- **Features**

- Monthly Aggregate Accommodation is not included.
- Terminal Liability option is not included.

### Minimum Attachment Points

| Renewal | Renewal Option 1 | Renewal Option 2 |
|---------|------------------|------------------|
| #VALUE! | \$1,238,815.20   | \$1,270,917.60   |

- **Aggregate Stop-Loss renewal acceptance**

Renewal acceptance of Aggregate coverage by Sun Life is subject to timely receipt of a signed renewal proposal and contingent upon a review of monthly claims and lives, by line of coverage, for the period of September 1, 2016 through May 31, 2017. Upon review of that information, we reserve the right to recalculate the Aggregate Attachment Point.

### General coverage

- **Assumptions**

The above rates assume that your underlying plan will be brought into compliance with the Mental Health Parity Act and that covered expenses, as defined under the Mental Health Parity Act, will be covered as "any other illness." This renewal proposal also assumes that there are no underlying plan limits that are inconsistent with the guidelines established by the Americans with Disabilities Act.

- **Affordable Care Act accommodations**

This renewal proposal represents Sun Life's efforts to work with you to meet your requirements under the Affordable Care Act (ACA), including, but not limited to, the dependent age provisions of the ACA. According to the rescission provision of the ACA, it is the self-funded medical plan's responsibility to keep its census data up to date at all times. If the plan inadvertently does not remove a terminated participant, Sun Life may deny any claims from the participant. However, in that situation, the self-funded medical plan is responsible for the claim.

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## General Contingencies

These General Contingencies set forth the overall understanding between Medical Benefits Administrators, Inc. ("MBA") and the entity requesting a proposal for third party, benefit administrative services. For purposes of these General Contingencies, the entity requesting such proposal shall be referred to as "employer" or "plan sponsor" interchangeably.

1. MBA assumes that the employer has established its welfare benefit plan for the exclusive benefit of its employees and/or members (hereinafter collectively "employees"), as described by the rules and regulations set forth under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), the Affordable Care Act ("ACA"), collectively as amended, and/or any other applicable laws and regulations, including applicable state law, and that the employer will act as Plan Administrator, fiduciary and/or Named Fiduciary for the plan, as those terms are defined by ERISA and/or other applicable law.
2. MBA assumes that the individuals covered under the plan are "employees" of the employer, as that term is defined by the Internal Revenue Code of 1986, as amended ("Code") for federal tax withholding and ACA purposes and that the plan does not intend to cover individuals acting solely as independent contractors; leased employees; consultants; individuals on retainer; retirees; or surviving spouses/dependents of active employees or retirees. Any quote offered by MBA will be void as to any of the types of individuals previously named, unless MBA's quote for administrative services states otherwise.
3. MBA assumes that the proposal requests information regarding welfare benefit plan design issues for the employer only. If the employees of other companies are to be covered, MBA assumes that the employer and these other companies are commonly owned and/or part of a control group, within the meaning of Section 414(b), (c), or (m) of the Code, as applicable. MBA also assumes that if the employees of other companies are to be covered under the employer's plan that this arrangement does not violate state and/or federal laws governing Multiple Employer Welfare Arrangements ("MEWAs") and/or other applicable laws and regulations.
4. MBA is proposing its self-funded benefit management services only, not insured arrangements.
5. Any agreement between MBA and the employer does not relieve the employer, the plan sponsor and/or Plan Administrator, of any of its/their responsibilities under the plan and under state and/or federal laws and/or regulations, whether express or implied, including, but not limited to, establishing a trust (if required), reporting and disclosure requirements, funding issues, and privacy/security and confidentiality legal and regulatory requirements.
6. MBA will not assume the employer's or plan sponsor's discretionary authority as Plan Administrator, fiduciary and/or Named Fiduciary under any plan established. Although MBA will not assume the responsibility of an ERISA fiduciary, MBA will observe the standard of care and diligence required of a licensed and registered Third Party Administrator. MBA is an independent contractor and not an agent or employee of the employer.
7. MBA outsources some of the services it is proposing to service vendors which will assist both the employer and MBA with the management of the employer's benefits. In some cases, these vendors are contracted directly by MBA and in other cases the employer must contract with the vendor. A complete listing of the vendors and their fees is available from MBA. In the event the employer selects a service provided by an outsourced vendor, the employer agrees to pay such vendor's service fees (both flat dollar fees and/or percentage of savings fees). MBA will include the fees applicable to and due from the employer for services it has selected in its Benefit Management Agreement and related Exhibits.
8. In the event that an employer or plan sponsor (whether directly or through their agent/broker) selects to utilize the services of their own alternative vendor (other than a vendor already approved by MBA), the employer or plan sponsor must provide MBA with ample time and accurate information in order to properly and effectively implement and administer such vendor or service, provide customer service, add appropriate language to the plan document and any other administrative functions necessary as determined by MBA.
9. MBA assumes that all benefit options and contribution levels are available to all employees and that the plan(s) meet(s) the non-discrimination requirements set forth in Internal Revenue Code Section 105(h), if applicable. MBA does not perform any discrimination testing for its clients. MBA will require that any plan not meeting the requirements of Internal Revenue Code Section 105(h) be brought into compliance.
10. MBA will furnish assistance to the employer in the implementation of its self-funded plan, but MBA will not provide legal advice or opinions regarding same. From time to time, MBA will offer suggestions regarding ways to bring the employer's plan(s) into compliance with new and/or existing laws. The employer understands that such suggestions

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and/or recommendations are not legal advice and encourages the preparation and implementation of such plan be reviewed and monitored by the employer's legal counsel and/or tax advisor.

11. MBA has reviewed the basic information given regarding plan options and design and will work with the employer to ensure that the self-funded plan drafted on its behalf meets the requirements of the Employee Retirement Income Security Act, as amended (ERISA), the Affordable Care Act of 2010, collectively as amended (ACA), the Health Insurance Portability and Accountability Act of 1996, as amended, (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009 (the HITECH Act) and the requirements of the final modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules as issued on January 25, 2013, the Mental Health Parity and Addiction Equity Act of 2008, the Newborns' and Mothers' Health Protection Act of 1996, and other applicable laws and/or regulations. If requested, MBA will review all other benefit plan design issues for compliance in the event MBA is selected as third party administrator. However, MBA will not be responsible for the tax and legal consequences resulting from the adoption and operation of the employer's self-funded employee welfare benefit plan(s) and the employer maintains sole responsibility for the plan and its content.

12. The employer will have the sole responsibility for creating, implementing and complying with its own internal privacy and security policies and procedures as required by the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act of 2009. MBA has created, adopted and implemented its own privacy and security policies and procedures in compliance with these laws, including its own internal disclosure and confidentiality procedures.

13. Changes in plan design may cause changes in stop-loss carrier rates or other vendor fees. In addition, offering different benefits to different employee classes and/or allowing varying levels of contributions between employee classes may require that more than one plan document be created. Unless otherwise noted, this proposal assumes that one plan document will be implemented. In the event more than one plan is required, MBA reserves the right to increase its fees under this proposal, including adjusting the set-up fee accordingly.

14. The employer will have final and sole authority regarding the funding of any plan established, as the term funding is used in ERISA, the Internal Revenue Code, and any other applicable law and/or regulation. However, as a contractual matter between MBA and the employer or plan sponsor, the employer or plan sponsor agrees to abide strictly to MBA's standard payment procedures, as described in its Benefit Management Agreement. The employer understands that failure to follow these standard payment procedures results in termination of its contract with MBA.

15. Coverage guarantees including, but not limited to, waiver of actively at work requirements, continuations and extensions of coverage, and matching current benefit plan designs are agreed to by MBA. MBA cannot make this guarantee on behalf of any excess (stop-loss) insurance carrier or other vendors who may also bid on this case or with whom the employer may contract.

16. Any rate, commission and/or fee guarantees made in response to the proposal are made on behalf of MBA only and not on behalf of other vendors with whom MBA and/or the employer may contract. While MBA will assist the employer, the employer is ultimately responsible for negotiating any arrangements with vendors other than MBA.

17. MBA will assist the employer in developing, producing and printing materials for use with any self-funded plan established however, additional fees may be assessed.

18. MBA considers notice of information within its proposal and these General Contingencies when given to the employer's or plan sponsor's agent(s), consultant(s) or other representative(s) to be notice to the employer or plan sponsor.

19. In the event the employer is selecting its excess (stop-loss) insurance carrier or other vendor services without MBA's assistance, MBA's fees and services described in this proposal will be contingent upon MBA's final approval of the excess (stop-loss) insurance carrier or other vendor selected. In addition, MBA shall not be responsible for the preparation and/or submission of any application forms, including disclosure form(s) or application(s), required by the excess (stop-loss) carrier or other vendor, unless agreed to in writing. MBA reserves the right to retract its quote and proposal in the event the employer does not receive such approval from MBA.

20. In the event the employer or plan sponsor is selecting its excess (stop-loss) carrier from the pool of proposals presented by MBA, the employer or plan sponsor agrees that it is selecting the excess (stop-loss) carrier of its own volition and that MBA is not and will not be a party to the excess (stop-loss) carrier policy or contract. It shall be the sole responsibility of the employer or plan sponsor to contract for the services of such carriers. If MBA assists the employer or plan sponsor in purchasing excess (stop-loss) insurance, the employer or plan sponsor shall remain solely responsible for compliance with the provisions of the excess (stop-loss) insurance policy. In addition, MBA shall assist the employer or plan sponsor with the completion of required documentation, including disclosure statements

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and applications, but the employer or plan sponsor agrees that it shall be solely responsible for providing all information and documentation needed to complete such items as required by the excess (stop-loss) carrier to obtain excess (stop-loss) coverage from the excess (stop-loss) carrier selected by the employer or plan sponsor.

21. MBA shall assist the employer or plan sponsor with the submission of claims to the employer's or plan sponsor's excess (stop-loss) carrier for reimbursement consideration under the employer's or plan sponsor's excess (stop-loss) policy by following MBA's usual and customary excess stop-loss claims submission procedures. The employer or plan sponsor agrees that MBA does not guarantee the receipt of any excess (stop-loss) carrier reimbursements.

22. In some circumstances, provider network (or other vendor) contracts may contain clauses which are inconsistent with or contrary to these General Contingencies and/or MBA's responses to your Request for Proposal (RFP). In the event such inconsistencies or contradictions arise, MBA shall not be bound to its responses to the RFP or to these General Contingencies.

23. MBA has reviewed the basic plan design submitted with your Request for Proposal and has responded according to our understanding of same. Claim payment for most plan designs are handled in an automated environment, however, at times a benefit type may be requested that is atypical and requires manual intervention. If such a benefit design is ultimately selected by the employer, MBA will not be bound by our RFP responses or these General Contingencies as they pertain to those components that require manual claims payment intervention and reserves the right to adjust our fees accordingly.

24. MBA will require that the employer enter into MBA's standard Benefit Management Agreement, including all Exhibits thereto, and any other applicable agreements entered into between MBA and the employer and/or group requesting services, including, but not limited to MBA's Business Associate Agreement. MBA will require that the Plan Administrator, plan sponsor and employer execute MBA's standard contract.

25. MBA will require that the employer or plan sponsor establish separate claims checking accounts for each separate self-funded plan created and adopted.

26. The employer, Plan Administrator, and/or plan sponsor have the ultimate responsibility to make sure that payments made on behalf of the plan, including those to agents, brokers, vendors, etc., match the value of the services received by the plan. As third party administrator, MBA will notify you of any fees and expenses requested be paid to the agents, brokers, and vendors with whom the plan contracts and/or does business. However, it is the employer, Plan Administrator and plan sponsor, not MBA, who have the sole responsibility to determine if the services provided by such vendors are sufficient, adequate and appropriate for the plan and that such fees and expenses are reasonable expenses of plan administration.

27. If utilization review, case management and/or medical cost management services are purchased from MBA's preferred or ancillary utilization review/medical cost management vendor(s), the employer agrees to pay for services as billed by such vendor(s), including, but not limited to, case management, medical necessity review and retrospective review and any additional pre-certification services requested beyond MBA's standard package or pricing.

28. MBA shall disclose, under our standard services agreement, the fees, commissions and broker fees, which are being paid in conjunction with products and services provided for under our agreement about which MBA has been notified. MBA bears no responsibility for disclosing fee and/or commission information about which it has no knowledge and has no responsibility to investigate if additional fees, commissions or payments are being made or offered. In addition, MedBen Marketing Services, Inc. and certain MBA employees may also receive certain commissions. Some commissions may be based on volume of business with certain vendors and may be based on total premiums placed with that vendor. In some cases, MBA may add a stop-loss coordination fee to the excess (stop-loss) carrier's premium in lieu of commission.

The UNDERSIGNED attests that it is authorized to sign this General Contingencies document on behalf of the employer or plan sponsor requesting a proposal for benefit administration services from Medical Benefits Administrators, Inc. (MBA) and hereby affirms, acknowledges and understands the foregoing.

FC Government  
Employer or Plan Sponsor  
TOM WILSON  
Printed Name

7-18-17  
Date  
[Signature]  
Signature