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## Health Reimbursement Arrangement for Retired Employees

### SERVICE AGREEMENT

### ISSUED BY

MIDAMERICA ADMINISTRATIVE & RETIREMENT SOLUTIONS, LLC

### TO

BELMOND-KLEMME COMMUNITY SCHOOL DISTRICT

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THIS SERVICES AGREEMENT ("Agreement") is entered into between MidAmerica Administrative and Retirement Solutions, LLC ("MidAmerica"), and, **Belmond-Klemme Community School District** ("Employer"), (collectively the "Parties").

WHEREAS, Employer hereby appoints MidAmerica to provide administrative services on behalf of the Health Reimbursement Arrangement (the "Plan") for the benefit of its eligible employees and their dependents;

WHEREAS, MidAmerica shall at all times adhere to the terms and conditions of the Plan.

WHEREAS, Employer shall provide to MidAmerica any and all information which is necessary in order for MidAmerica to fulfill its obligations hereunder. Administrative Services are described in Appendix A.; and

NOW, THEREFORE, in consideration of the forgoing, MidAmerica and Employer agree that the services specified below will be provided under the following terms and conditions:

#### **Definitions:**

- (a) "Agreement" means this Administrative Service Agreement, including all Exhibits hereto.
- (b) "Card Transaction" means a transaction by a Participant making use of the debit card issued by MidAmerica through Payment Card Provider.
- (c) "Debit Card Claims" means the claims received through payment with a debit card issued by MidAmerica through Payment Card Provider.
- (d) "Employer" has the meaning given in the Recitals.
- (e) "Payment Card Provider" refers to the Payment Card issuer who shall produce and distribute Cards, Card carrier and Cardholder agreement to each new Participant.
- (f) "MidAmerica Payment Card" means the Payment Card issued by MidAmerica through a Payment Card Provider and used by Participants in the Plan.
- (g) "Payment Card" means a debit card or a stored-value card.
- (h) "Plan" means the Health Reimbursement Arrangement.

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## Section 1.0: Responsibilities of MidAmerica

MidAmerica accepts on behalf of the Employer the fiduciary responsibility for the following administrative, compliance and related services including those described in Appendix A:

1.1 **Provision of Plan Documents.** MidAmerica will provide a basic Plan Document and Agreement to the Employer. The Employer will complete and review the documents to assure that they reflect the intended operation of the Plan by the Employer. MidAmerica will also provide updates, amendments and restatements of these documents as it deems appropriate to conform to changing statutory and regulatory requirements.

1.2 **Participant Claims.** MidAmerica will review and approve all Participant claims, assuring compliance with the Plan provisions and in accordance with Internal Revenue Code (IRC) 213(d) eligibility guidelines.

1.3 **Employee Communications Materials.** MidAmerica will provide Plan Highlights for the Employer to provide to Plan Participants, which will include basic information about Plan features and participation procedures. The Plan Highlights will also provide any required notice to Participants of their eligibility to receive Plan benefits.

1.4 **Other Assistance.** MidAmerica may agree in writing to provide additional non-discretionary services as may be reasonably requested by the Employer to assist it in the administration of the Plan at an agreed fee.

1.5 **Basic Service Enhancements.** MidAmerica will provide any future service enhancements that MidAmerica makes available in its basic package of administrative and compliance services it offers to new and existing clients. Modifications in the basic duties of MidAmerica as set forth in this Agreement must be reflected in an amendment to the Agreement within 60 days advance written notice between MidAmerica and the Employer.

## Section 2.0: Responsibilities of the Employer

The duties described below will remain the responsibility of Employer:

2.1 **Participant and Plan Data.** The Employer shall furnish the information requested by MidAmerica as determined necessary by MidAmerica for it to perform its functions hereunder, including information concerning the Plan and the eligibility of individuals to participate in and receive Plan benefits. Also, Employer will provide Participant dates of birth, addresses, Social Security Numbers, and will provide and verify information upon the request of MidAmerica on eligibility to participate in the Plan and such other information as MidAmerica may reasonably request for the administration of the Plan. Although some of this data may be provided by a prior administrative services provider or payroll vendor who may ultimately be responsible, as between Employer and MidAmerica, Employer is responsible for the accuracy, timeliness and completeness of all of this data. Data will be provided in a format acceptable to MidAmerica, in electronic media, unless otherwise agreed by Employer and MidAmerica. If MidAmerica specifically requests such data and Employer fails to deliver accurate information in a timely basis to MidAmerica, MidAmerica will not be responsible for benefits paid in error due to the Employer's failure to timely provide or update such information or for meeting regulatory deadlines or other compliance requirements and Employer will be responsible for any resulting fines, penalties or corrective actions.

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2.2 **Claims Appeals.** The Employer shall make final determination regarding any claim for benefits on coverage that is appealed, including (a) any question of eligibility or entitlement of the claimant for coverage under the Plan, (b) any question with respect to the amount due; or (c) any other appeal.

2.3 **Authorized Representatives.** Employer will designate at least one individual to serve as a primary contact for the Employer, and at least one individual to serve as a backup contact. The authorized representatives for the Employer are \_\_\_\_\_

Unless the authority of these individuals is expressly limited by the Employer in writing, MidAmerica shall be entitled to rely on the authority of these individuals to act for the Employer, to rely on any information or authorizations provided by such individuals, and to receive any Plan or participant information and Plan reports or notices. MidAmerica will similarly designate primary and backup contacts but notes that only individuals who are designated as a Vice President or higher are authorized to execute contracts or amendments for MidAmerica.

### Section 3.0: Duration of Agreement

3.1 **Termination.** Termination of this Agreement shall not terminate the rights or obligations of either party arising out of a period prior to such termination. If there is a breach in this Agreement which is not remedied to the satisfaction of the Employer and MidAmerica within sixty (60) days of written notification. Unless otherwise mutually agreed, termination will be effective two full month's after written notice is provided.

3.2 **Law, Rule, Regulation, Court or Administrative Decision.** If the application of any law, rule, regulation, or court or administrative decision prohibits the continuation of this Agreement or would cause a penalty to either party if the Agreement is continued, and if after meeting and conferring in good faith, the Agreement cannot be amended to conform to such law, rule, regulation, court or administrative decision in a manner that would preserve the original intent of the parties with respect to their rights and duties under this Agreement, this Agreement may be terminated within such time frame necessary to comply with any law, rule, regulation, or court or administrative decision prohibiting the continuation, or if such compliance allows for more than thirty (30) days, then upon thirty (30) days written notice.

3.3 **Force Majeure.** Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, power outages, failure of computer systems, machinery or supplies, vandalism, strikes, or other work interruptions, or any similar or other cause that is beyond the reasonable control of either party. Each party shall make a good faith effort to perform under this Agreement in the event of any such circumstances and shall resume full performance once the cause of the delay has abated.

### Section 4.0: Confidentiality

4.1 **Confidential Work Product.** The services specific to the Employer performed by MidAmerica, including but not limited to all drafts, data, correspondence, proposals, reports, and estimates compiled or composed by MidAmerica, pursuant to this Agreement, are for the sole use of the Employer, its agents and employees. Neither the documents nor their contents shall be released to any third party without the prior written consent of the Employer. This provision does not apply to information that (a) was publicly known, or otherwise known to MidAmerica, at the time that it was disclosed to MidAmerica by the Employer, (b) subsequently becomes publicly known through no act or omission of MidAmerica or (c) otherwise becomes known to MidAmerica other than through disclosure by the Employer. Except for any other parties that may be allowed upon prior agreement, neither the documents nor their contents shall be released to any

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third party without the prior written consent of the Employer. The sole purpose of this section is to prevent disclosure of the Employer's confidential and proprietary information by MidAmerica.

**4.2 Confidentiality.** Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate the rights of private individuals and entities, including the parties and third parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law, and all other information protected by applicable law ("Confidential Information"). The party receiving Confidential Information ("Receiving Party") of the other ("Disclosing Party") shall not, and shall cause its employees and agents who are authorized to receive Confidential Information, not to, use Confidential Information for any purpose except as necessary to implement, perform or enforce this Agreement or comply with its legal obligations. Receiving Party will use the same reasonable efforts to protect the Confidential Information of Disclosing Party as it uses to protect its own proprietary information and data. The Receiving Party will not disclose or release Confidential Information to any third person without the prior written consent of the Disclosing Party, except for where required by law or for authorized employees or agents of the Receiving Party. The Receiving Party shall comply with all applicable laws regarding use and disclosure of Confidential Information, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and Florida Medical Records Laws (Florida Civil Rights Laws). Prior to disclosing the Confidential Information to its authorized employees or agents, Receiving Party shall inform them of the confidential nature of the Confidential Information and require them to abide by the terms of this Agreement. Receiving Party will as soon as reasonably practical notify Disclosing Party if Receiving Party discovers any improper use or disclosure of Confidential Information and will commence reasonable efforts to investigate and correct the causes of such improper use or disclosure. If Receiving Party believes the Confidential Information must be disclosed under applicable law, Receiving Party may do so provided that, to the extent permitted by law, the other party is given a reasonable notice and opportunity to contest such disclosure or obtain a protective order. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Receiving Party; (ii) the Disclosing Party regularly discloses to third parties without restriction on disclosure; or (iii) the Receiving Party obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation. Confidential Information does not include any information that is required to be provided to the public pursuant to the laws of the United States and/or Florida such as the Florida Medical Records Laws. The non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after the Receiving Party's receipt of that item.

## **Section 5.0: Security**

**5.1 Implementation.** MidAmerica shall implement commercially reasonable administrative, technical and physical safeguards designed to: (i) ensure the security and confidentiality of data and information provided by the Employer or used in connection with providing services under this Agreement, including data or information about third parties ("Employer's Data"); (ii) protect against any anticipated threats or hazards to the security or integrity of Employer's Data; and (iii) protect against unauthorized access to or use of Employer's Data. MidAmerica shall review and test such safeguards on no less than an annual basis.

**5.2 Network.** If MidAmerica makes Employer's Data accessible through the Internet or other networked environment, MidAmerica shall be solely responsible for all aspects of Internet use, and shall maintain, in connection with the operation or use of Employer's Data, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.

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**5.3 Personal Data.** If MidAmerica processes or otherwise has access to any personal data or personal information on the Employer's behalf when performing MidAmerica's services and obligations under this Agreement, then: (i) Employer shall be the data controller (where "data controller" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and MidAmerica shall be a data processor (where "data processor" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own); (ii) Employer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to MidAmerica so that MidAmerica may lawfully use, process and transfer the personal data and personal information in accordance with this Agreement on the Employer's behalf in order for MidAmerica to provide the services and perform its other obligations under this Agreement; (iii) MidAmerica shall process the personal data and personal information only in accordance with any lawful and reasonable instructions given by the Employer from time to time and in accordance with the terms of this Agreement; and (iv) each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.

**5.4 Information Security.** MidAmerica represents and warrants that its collection, access, use, storage, disposal and disclosure of Confidential Information accessed and/or collected from the Employer does and will comply with all applicable federal and state privacy and data protection laws. In the event of any security breach, MidAmerica shall: (a) Provide Employer with the name and contact information for an employee who shall serve as Employer's primary security contact and shall be available to assist Employer twenty-four (24) hours per day, seven (7) days per week, or as deemed commercially reasonable, as a contact in resolving obligations associated with a security breach; and (b) Notify Employer of a security breach as soon as practicable, but no later than seventy two (72) hours after MidAmerica confirms the breach. Immediately following MidAmerica's notification to Employer of a security breach, the parties shall coordinate with each other to investigate the security breach. MidAmerica agrees to fully cooperate with Employer in Employer's handling of the matter. MidAmerica shall use best efforts to immediately remedy any security breach and prevent any further security breach at MidAmerica's own expense in accordance with applicable privacy rights, laws, regulations and standards. MidAmerica agrees to provide, at its expense, up to one year of credit monitoring services to third parties impacted by any data breach involving the loss of personally identifiable information.

**5.5 Indemnity.** MidAmerica shall defend (with counsel acceptable to Employer where such acceptability shall not unreasonably be withheld), indemnify and hold Employer harmless from and against all claims, actions, proceedings, losses, costs (including attorney fees and other charges), liabilities, damages, judgments, settlements, and court awarded attorney's fees resulting from, arising out of or related to a material security or data breach except to the extent the breach is caused by Employer. The terms of this section shall survive termination of this Agreement. For purposes of this provision, "security breach" means any unauthorized access to, or the use or disclosure of, confidential information or a material breach or alleged material breach of this Agreement relating to such privacy practices or privacy obligations imposed by any applicable law.

**5.6 Notice and Remedy of Breaches.** Each party shall promptly give notice to the other of any actual or suspected breach by it of any of the provisions of this Agreement, whether or not intentional, and the breaching party shall, at its expense, take all steps reasonably requested by the other party to prevent or remedy the breach.

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5.7 **Enforcement.** Each party acknowledges that any breach of any of the provisions of this Agreement may result in irreparable injury to the other for which money damages would not adequately compensate. If there is a breach, then the injured party hereunder shall be entitled, in addition to all other rights and remedies which it may have, to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured, if curable, or enjoining all persons involved from continuing the breach.

## Section 6.0: Pricing

6.1 **Fees, Payment, Other Revenue.** MidAmerica will charge fees for its services in accordance with the Adoption Agreement or previous Service Agreement, as defined therein, and will bill these fees to the Employer or to the Participant as referenced or as specifically instructed by the Employer in writing. If the Employer agrees to pay the fees, but either (a) does not do so within 60 days from the date of invoice, or (b) the Employer instructs MidAmerica to pay the fees from Plan contributions and MidAmerica accepts such instructions, the fees will be paid out of contributions and, if necessary, allocated to Participant accounts. If fees are Employer paid, such fees shall be invoiced to Employer on a quarterly basis by MidAmerica following the end of the quarter. Except for distribution or reimbursement fees, which may incur a price change outside the stated term, administrative fees outlined shall remain in effect for a period of three (3) Plan years. Thereafter, notification of any rate changes will be supplied to the Employer 60 days prior to the effective date of the changes. Administrative fees remain in effect, except for the following two items that henceforth supersede existing fees:

- a) In addition to the administrative fees, MidAmerica will charge a Platform Fee of \$1.00 per Participant per month (claims eligible Participant only) for its Platform services. The Platform fee replaces any applicable debit card fee as stated in the Adoption Agreement or Service Agreement
- b) Distribution submitted through the Platform mobile app or Platform web portal are not subject to a distribution or reimbursement fee. Distribution requests submitted alternatively may be subject to a \$5 distribution or reimbursement fee, with no annual limit.

6.2 **Liability for Payment of Card Claims.** In the event a Payment Card is used for an ineligible expense, MidAmerica will attempt to recoup the funds from the Participant by requesting funds paid in error to be returned to MidAmerica. If such efforts fail, MidAmerica may deactivate Payment Card temporarily ceasing Payment Card transactions until the balance has been offset by manual claim(s), at which point the card will be reactivated. In no event will MidAmerica or the Payment Card Provider be liable for any ineligible transactions. If all attempts are exhausted, Employer will cover the loss of an uncollected amount.

6.3 **Employer's Failure to Maintain Sufficient Funds for Benefit Payments.** In the case that the participating Employer does not forward the monthly contribution amounts to MidAmerica in a timely manner, MidAmerica reserves the right to delay the payments of claims until monies are received. Employer is responsible for any and all third-party costs incurred by the Payment Card Provider as a result of not consistently maintaining the funding of the plan.

## Section 7.0: Miscellaneous

7.1 **Hold Harmless Agreement, Indemnity and Limitation of Liability.** MidAmerica and the Employer agree that they will each be responsible for the prompt and complete performance of the services each has agreed to provide under this Agreement, as set forth above. In addition to these undertakings, the parties assume the following responsibilities:

- (a) Hold Harmless Agreement of MidAmerica: MidAmerica shall indemnify and hold harmless the Employer, any member of the governing board, and Employees from every claim, demand or suit which



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may arise out of, be connected with, or be made due to the negligence of MidAmerica or failure of MidAmerica to meet the requirements of this Agreement. However, this indemnification shall not cover any claim, demand, or suit based on erroneous information provided by the Employer or Employees or their willful misconduct or negligence. MidAmerica's liability hereunder shall be limited to actual damages and out-of-pocket legal fees and expenses only.

(b) **Other Providers:** If the services provided by MidAmerica under this Agreement were previously provided by the Employer or a third party, the Employer agrees that MidAmerica shall not be responsible for any failure of the prior Plan document or administrative services to comply with the requirements for employer-provided medical reimbursement Plan under Code Sections 105 and 106 and regulations issued thereunder, and as a health reimbursement arrangement as described in IRS Notice 2002-45 and Revenue Ruling 2002-41, other applicable law, or the prior Plan. This does not exempt or diminish MidAmerica's responsibility as the active administrator and other responsibilities as described herein and required under IRS regulations. MidAmerica is also not responsible for the accuracy and completeness of participant and payroll data provided by the Employer or any third-party provider. Employer agrees that MidAmerica and its affiliates and employees will be indemnified by any responsible third parties from any claim asserted against any of them for any of these reasons, and will further be indemnified from any cost and expense they incur, including reasonable attorney's fees, due to the assertion of such a claim, or by the Employer if not adequately indemnified by third parties. Nothing herein will prevent the assertion of any claim directly against any third party by MidAmerica or the Employer.

(c) Notwithstanding anything to the contrary in this Agreement, in no event shall either party be liable for any punitive damages, fines, penalties, taxes or any indirect, incidental damages incurred by the other party, its officers, employees, agents, contractors or consultants whether or not foreseeable and whether or not based in contract or tort claims or otherwise, arising out of or in connection with this Agreement even if advised of the possibility of such damage.

**7.2 Right to Audit.** MidAmerica reserves the right to perform an audit of Employer's Plan including services, process and accounts at the MidAmerica's expense. Employer agrees to provide all necessary data, access to information and assistance with such audit and to correct any identified items and concerns as determined by the audit in a manner and time frame as agreed upon by both parties.

**7.3 No Waiver.** No failure of either MidAmerica or the Employer to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement shall constitute a waiver of any such breach of such covenant, term or condition.

**7.4 Compliance with the law.** The Employer is responsible for the Plan's compliance with all applicable federal and state laws and regulations. The Employer acknowledges that MidAmerica is not providing tax or legal advice and that the Employer shall be solely responsible for determining the legal and tax status of the Plan.

**7.5 Severability.** The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid, or illegal.

**7.6 Drafting Ambiguities.** The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each party. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement.

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## 7.7 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 its 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.** The MidAmerica address for notices as described above is MidAmerica Administrative & Retirement Solutions, 2855 Interstate Drive, Suite 115, Lakeland, FL 33805. The Plan/Employer address for notices as described above is: 303 E. Main Street Belmond, IA 50421.

(c) **Communications.** The Employer agrees that MidAmerica may communicate confidential, protected, privileged or otherwise sensitive information to the Employer through a named contact designated by the Employer ("Named Contact") and specifically agrees to indemnify MidAmerica and hold it harmless; (i) for any such communication directed to the Employer through the Named Contact attempted via fax, mail, telephone, e-mail or any other media, acknowledging the possibility that such communication may be inadvertently misrouted or intercepted; and (ii) from any claim for the improper use or disclosure of any health information by MidAmerica where such information is used or disclosed in a manner consistent with its duties and responsibilities hereunder.

7.8 **Entire Agreement, Supplements, and Amendments.** This Agreement (including the Appendix) generally constitutes the entire agreement between the parties, merging all prior discussions. It may be modified by written side agreements executed by all parties along with this Agreement. It may be further supplemented, but not modified, by MidAmerica from time to time with written procedures that provide a description of the ordinary processes for the parties to fulfill their obligations hereunder, which shall not exclude extraordinary processing in appropriate situations that produces comparable results. Finally, this Agreement may be amended at any time, but only by written agreement signed by the parties.

7.9 **Assignment.** Some or all of the rights and duties of MidAmerica hereunder may be assigned to an affiliate of MidAmerica, or to any successor through merger, reorganization, or sale of assets. Some or all of the duties of MidAmerica may also be performed by others under subcontract to MidAmerica, without the release of MidAmerica for responsibility for such services. MidAmerica may, by letter or other writing, agree to extend this Agreement to any other Plan of the Employer or Plans sponsored by affiliates of the Employer. Otherwise, no party may assign this Agreement nor any rights or duties hereunder without written consent from the other party.

7.10 **Standard of Care; Erroneous Payments.** MidAmerica shall use reasonable care and due diligence in the exercise of its powers and the performance of its duties under this Agreement. If MidAmerica makes any payment under this Agreement to an ineligible person, or if more than the correct amount is paid, MidAmerica shall make a diligent effort to recover any payment made to or on behalf of an ineligible person or any overpayment. However, MidAmerica will not be liable for such payment, unless MidAmerica would otherwise be liable under another provision of this Agreement.

7.11 **Compliance with the law.** The Employer is responsible for the Plan's compliance with all applicable federal and state laws and regulations. The Employer acknowledges that MidAmerica is not providing tax or legal advice and that the Employer shall be solely responsible for determining the legal and tax status of the Plan.

7.12 **Mandatory Arbitration.** Any controversy or claim arising out of or relating to this Agreement may be properly submitted to binding arbitration in accordance with the rules of the American Arbitration



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Association. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. The cost and expenses of arbitration, including the fees of the arbitrators, shall be borne by the losing party or in such proportions as the arbitrators may determine. The successful party shall recover as expenses all reasonable attorney's fees incurred in connection with the arbitration proceeding or any appeals therefrom.

7.13 **Governing Law.** Except to the extent governed by federal law, this Agreement shall be governed by and constructed according to the Laws of the State of Florida.

By the signature of its authorized agent below, Employer agrees to MidAmerica extending pricing, terms and conditions of this solicitation or this resultant Agreement to other governmental entities at the discretion of MidAmerica. MidAmerica agrees to provide all administrative services called for under the herein referenced Plan for the Employer and charge only those fees permitted under the Plan.

Name of Employer: Belmond-Klemme Community School District

Signature: \_\_\_\_\_

Print Name: Belmond Klemme CSD

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**MidAmerica Administrative & Retirement Solutions, LLC.**

Signature: \_\_\_\_\_

Print Name: Trenton Teesdale, CEBS

Title: SVP Business Development

Date: \_\_\_\_\_

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# Appendix A

## Health Reimbursement Arrangement

### Administrative Services

This is an outline of the standard services offered by MidAmerica Administrative & Retirement Solutions, LLC to administer a Health Reimbursement Arrangement. MidAmerica will customize this standard service offering to accommodate Plan design at Employer's request.

- Post contributions to participant accounts in accordance with the terms of the Plan Adoption Agreement and any additional information provided by the Plan Sponsor.
- Deposit funds to the selected funding choices of the Plan based on the latest allocation instructions.
- Daily valuation of the funding choices, including earnings, for the Plan and each Plan participant's account.
- Daily post and process all transfers among the funding choices to the appropriate Plan and Plan participant account.
- Daily post and process all distributions, forfeitures, and withdrawals from the appropriate Plan participant account.
- Prepare quarterly or annual (dependent on plan design) participant statements of account balances and distribute to each participant.
- Prepare annual year-end reports to the Plan Sponsor. The Plan Sponsor and Plan participants will have access to account and Plan level information daily through MidAmerica's website. Participants and Employer are able to print customized statements and reports via the website.
- Claims adjudication administration services for the Plan. MidAmerica reviews all claims for eligibility before processing. HRA claims are processed daily.
- Issue distribution checks or Direct deposit to participants for claims payment.
- Participant Services Call Center for participants to communicate with a service representative who can answer questions about the Plan and the participant's account.
- Dedicated Account Manager for Plan Sponsor who can answer questions about the Plan and plan related questions
- To ensure proper monitoring and support of the program on an ongoing basis, MidAmerica will provide the following additional services at no additional cost:
  - A quarterly review of the investment performance experienced by the Plan, if necessary
  - Periodic meetings with employees to explain the program and answer questions, if necessary
  - Additional supplies of employee brochures to explain the program to newly eligible employees
  - Implementation and compliance support provided on an as-needed basis

**EXHIBIT A**  
**Ancillary Fee Schedule**

<b>Fees</b>			
Item	Description	Cost	Unit Measure
Platform Fee	Cost for providing MidAmerica's platform benefits and features. Platform fee shall be paid by:  <input type="checkbox"/> Employer or <input type="checkbox"/> Participant	\$1.00	Per Participant per month
Distribution Fee	Cost for processing non-Platform distribution request. Distribution fee shall be paid by:  <input type="checkbox"/> Employer or <input type="checkbox"/> Participant	\$5.00	Per distribution request
Returned Card Fee	Cost for undeliverable cards returned. Returned card fee shall be paid by:  <input type="checkbox"/> Employer or <input type="checkbox"/> Participant	\$5.00	Per card, per occurrence
Dependent, Replacement, or Additional Card Fee	Cost per dependent, replacement (i.e. lost/stolen) or additional card issued. Fee shall be paid by:  <input type="checkbox"/> Employer or <input type="checkbox"/> Participant	\$5.00	Per card
Lost or Stolen Card Investigation	Cost for investigative reports and research on lost or stolen cards. Lost or stolen card investigation fees shall be paid by:  <input type="checkbox"/> Employer or <input type="checkbox"/> Participant	\$25.00	Per report, per occurrence
Chargeback Disputes	Cost for research on disputed transactions. Fees associated with chargeback disputes shall be paid by:  <input type="checkbox"/> Employer or <input type="checkbox"/> Participant	\$25.00	Per disputed transaction submitted
Card Embossing Cancellation	Cost for cancellation of card orders that have already been submitted to the card issuer and are in the production process. Card embossing cancellation fees shall be paid by Employer or Participant, depending on which party initiated the initial request.	\$5.00	Per card, per occurrence
Card Redirect	Cost for a redirect request to pull a card and mail to a different address other than the address supplied. Redirected cards are shipped via US mail, unless otherwise specified. Express delivery fees apply if express delivery is requested. Costs associated with a card redirect request shall be paid by Participant.	\$5.00	Per card, per occurrence