ORDINANCE NO. 2012-22
INTRODUCED BY: Mayor Rinker and Council as a Whole

**AN EMERGENCY ORDINANCE
AUTHORIZING REVISIONS TO THE
POLITICAL SUBDIVISION PARTICIPATION AGREEMENT
WITH THE COUNTY OF CUYAHOGA,
OHIO BENEFITS REGIONALIZATION PROGRAM
AS AND FOR EMPLOYEE HEALTH CARE
AND HOSPITALIZATION COVERAGE**

WHEREAS, at the recommendation of the Healthcare Task Force and the Finance Committee of Council, Ordinance No. 2012-10 was passed during a Special Meeting on March 5, 2012 to move coverage for employee health care and hospitalization benefits; and

WHEREAS, pursuant to passage of Ordinance No. 2012-10, the Mayor and President of Council entered into a Political Subdivision Participation Agreement with the County of Cuyahoga, Ohio Benefits Regionalization Program; and

WHEREAS, the Agreement has been revised due to a necessary rate correction reflecting a decrease in fees.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF MAYFIELD VILLAGE, OHIO, THAT:

SECTION 1. The Mayor and President of Council are hereby and herein authorized and directed to execute the revised Political Subdivision Participation Agreement with the County of Cuyahoga, Ohio Benefits Regionalization Program for employees of the Village pursuant to the rates, terms and conditions attached hereto and incorporated herein as Exhibit "A".

SECTION 2. The Council finds and determines that all formal actions of this Council relating to the adoption of this Ordinance have been taken at open meetings of this Council; and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including the requirements of Section 121.22 of the Ohio Revised Code.

SECTION 3. This Ordinance is hereby declared to be an emergency measure immediately necessary for the health, safety and welfare of the residents of Mayfield Village, Ohio. It shall, therefore, take effect immediately upon the passage by the affirmative vote of not less than five (5) members elected to Council and approval by the Mayor or otherwise at the earliest time allowed by law.

WILLIAM BUCKHOLTZ
Council President

First Reading: July 16, 2012

Second Reading: Suspended 2012

Third Reading: Suspended 2012

PASSED: July 16, 2012

BRUCE G. RINKER, Mayor

APPROVED AS TO FORM:

JOSEPH W. DIEMERT, JR.
DIRECTOR OF LAW

ATTEST:
MARY E. BETSA, Clerk of Council

COUNTY OF CUYAHOGA, OHIO
BENEFITS REGIONALIZATION PROGRAM

POLITICAL SUBDIVISION PARTICIPATION AGREEMENT

THIS POLITICAL SUBDIVISION PARTICIPATION AGREEMENT is hereby entered into by and between **MAYFIELD VILLAGE** (the "Political Subdivision"), with its principal place of business located at **6622 WILSON MILLS RD, MAYFIELD OH 44143** as duly authorized and adopted by its legislative authority in **MAYFIELD VILLAGE**, and the County of Cuyahoga, Ohio (the "County"), with its principal place of business at 1219 Ontario Street, Cleveland, Ohio, as duly authorized and adopted by its legislative authority in Cuyahoga County.

WHEREAS, the County has further determined that a political subdivision's participation in the Benefits Regionalization Program shall be operated on a cost-neutral basis to the County and that accordingly, the participating political subdivision shall pay the fees and costs as set forth in this Political Subdivision Participation Agreement; and

WHEREAS, as a condition precedent to participation in the Benefits Regionalization Program, interested political subdivisions within the County are required to execute this Political Subdivision Participation Agreement, thus agreeing to be bound by its terms and conditions and the terms and conditions of the County's Summary Plan Document;

NOW THEREFORE, in consideration of the mutual covenants, promises, conditions and terms to be kept and performed, the Political Subdivision and the County hereby agree as follows:

1. THE PLAN OFFERINGS

The Political Subdivision acknowledges that whereas the County offers several plan design options within the Benefits Regionalization Program, the Political Subdivision may not be eligible for one or more of these offerings. The Political Subdivision further acknowledges that the County retains sole discretion as to which plan offerings the Political Subdivision may provide to its employees. The County retains sole discretion as to the offerings within the plan and reserves the right to change the plan offerings at its discretion with written notice of the change(s) to the Political Subdivision. A self-funded political subdivision may determine which County-sponsored plans and benefits it will purchase and offer to its employees.

The County authorizes the Political Subdivision to offer its employees the following County-sponsored fully-insured plan(s):

- ***MetroHealth Select Plan***
- ***MMO $250 90%/70% Plan***
- ***MMO $2,000 100%/80% Plan***

2. PLAN TERM AND EARLY TERMINATION

The term of this Agreement shall commence upon the Effective Date which is the entry date of the Political Subdivision into the Benefits Regionalization Program. This is the first date upon which employees of the Political Subdivision become entitled to participate in the County-sponsored plans.

Early Termination and Penalties (Applies only to groups that leave regionalization prior to the expiration of the term agreement)

The Political Subdivision may terminate this Agreement upon 6 months written notice to the County. If the Political Subdivision elects to terminate this Agreement prior to **December 31, 2014**, it shall pay the County the following penalties:

- Payment of Incurred But Not Reported ("IBNR") claims, regardless of the date that the claims, were incurred all costs will be paid, upon termination date.
- Payment of any administrative charges related to processing the IBNR claims.
- Any other damages or costs incurred by the County due to the early termination by the Political Subdivision.

Termination by the County (Applies only to groups that leave regionalization prior to the expiration of the term agreement)

The County may terminate this Agreement and participation by the Political Subdivision in the Benefits Regionalization Program immediately upon written notice to the Political Subdivision for breach of any of the duties stated in Section 4. In the event of termination of this Agreement by the County, the Political Subdivision shall assume any additional liability for claims made by its employees during its participation in the Benefits Regionalization Program and in addition, shall be required to pay the County the same penalties as in the event of an early termination.

3. SERVICES PROVIDED BY THE COUNTY AND ITS CONSULTANTS

The County shall provide the following services as selected by the Political Subdivision:

- Initial Underwriting—previously paid fee refunded.
- Renewal Development to develop the Political Subdivision's fees for each calendar year.

- Group Installation including:
    - Annual benefits communication and employee meetings (supported by the County's benefit consultant).
    - Service and support for claims through the County Benefit Department.
- Reporting under the following parameters:
    - 10-50 Employees: 1 report per year.
    - 50-100 Employees: 2 reports per year.
    - 100-250 Employees: 4 reports per year.

- Provide an online enrollment tool.

4. DUTIES AND RESPONSIBILITIES OF THE POLITICAL SUBDIVISION

The Political Subdivision shall have the following duties and responsibilities:

- Pay the first month's fees set forth in Section 5 prior to the Effective Date.
- Pay all fees set forth in Section 5 on a monthly basis within 10 days of receipt of an invoice from the County.
- Pay all fees on an as-billed basis, subject to adjustments and reconciliation by the County on the subsequent month's invoice.
- Use the County's internet-based enrollment tool (if required).
- Comply with any Federal guidelines applicable to the County-sponsored plans.
- Comply with any eligibility audits undertaken by the County of the Political Subdivision or of its employees.
- Provide any records or reports upon demand as provided in Section 8.
- Limit the offer of benefits only to full-time employees that work at least *[32]* hours per week. Part-time employees and retirees are not eligible.
- Contribute a minimum of 50% of the total premium for single and family coverage.
- Follow lower cost methodology for its contributions. Example: The County's lowest cost plan must be the lowest contribution plan to the Political Subdivision's employees.
- Any other duties and responsibilities necessary to maintain the Political Subdivision as a member of the Benefits Regionalization Program and to comply with the County-sponsored plans.

5. PLAN FEES

Prior to entry into the Benefits Regionalization Program, the Political Subdivision must agree to pay a fee for Initial Underwriting in order to: (a) determine whether a self-funded political subdivision or fully-insured political subdivision is eligible to enter the Regionalization Program; (b) in the case of a fully-insured political subdivision, develop a fully-insured equivalent rate based upon sound actuarial criteria that is applicable from the Effective Date through December 31, 2014; and (c) in the case of a fully-insured political subdivision,

determine whether a Risk Surcharge, not to exceed 15% of the charged premium shall be imposed.

It is the County's intention that the operation of the Regionalized benefits program be cost neutral to the County. Political Subdivisions that wish to participate will pay the County's healthcare consultant a consulting fee as outlined in the Sub-Agreement. This fee has already been incorporated into the quoted rates, however the fee will be paid directly to the consultant.

Ongoing Service fees are payable for management of the benefits program for the County's medical and prescription programs. Fees are payable regardless of the number of programs chosen and are subject to change at the discretion of Cuyahoga County. These services are outlined in the Sub-Agreement.

In the Initial Underwriting, the County has sole discretion as to the underwriting guidelines used to determine the eligibility of a political subdivision. The County has the right to deny entry in to the Benefits Regionalization Program for any reason. If a political subdivision is approved for entry in to the Benefits Regionalization Program, the County will waive the Initial Underwriting Fee.

Annual Adjustment of Fully-Insured Equivalent Rate

On an annual basis, the County shall set a fully-insured equivalent rate for the following calendar year. Annual fully-insured equivalent rate adjustments will be made for each of the annual contract years as required by the program term (3 years). The County has sole discretion as to the underwriting guidelines and actuarial assumptions used to determine the fully-insured equivalent rate for the following calendar year. The County will provide written notice by November 1 of each year to a political subdivision of the fully-insured equivalent rate for the following calendar year.

Annual Adjustment of Administrative Fee and Risk Surcharge

On an annual basis, the County shall set the Administrative Fee to be charged to both self-funded political subdivisions and fully-insured political subdivisions. On the initial underwriting, the County shall set the Risk Surcharge, if applicable, for a political subdivision for the term of the agreement (3 years). Annual adjustments for the Administrative Fee may be made each year of the agreement. The County has the sole discretion to set the Administrative Fee, at a minimum of 3% and a maximum of 6% of the fully-insured equivalent rate and in the case of a self-funded political subdivision, will be a rate set by the County based upon the services selected. The County also has the sole discretion to set the Risk Surcharge, not to exceed 15% of the fully-insured equivalent rate for each sub-division. The County will provide written notice to political subdivisions of the Administrative Fee and Risk Surcharge, if applicable, at the time of entry into the Benefits Regionalization Program.

Plan Fee Structure

Fully-Funded Political Subdivisions (Prior to entry in regionalization)

The fee structure for political subdivisions shall be as follows:

- Fully-insured equivalent rate set by the County pursuant to Section 5.1.
- Administrative Fee to be set annually by the County, at a minimum of 3% and a maximum of 6% of the fully-insured equivalent rate.
- If applicable, a Risk Surcharge not to exceed 15% of the initial fully-insured equivalent regionalization rate.
- If the fully-insured political subdivision imposes a monthly charge on employees whose spouses have enrolled in the political subdivision's insurance plans where other insurance coverage is available through the spouses's employer, then, upon entry into the Benefits Regionalization Program, the political subdivision shall continue to collect the charge for each such employee. If the political sub-division chooses to discontinue any such changes to employees, the county reserves the right to re-evaluate the fully insured equivalent rate structure and may deny coverage at the next available effective date.

Fees to be paid by the Political Subdivision for 2012

The Political Subdivision shall pay the following monthly fees for 2012, 2013:

	MMO $250 90%/70%	MMO $2,000 100%/80%	MetroHealth Select
Single	$531.92	$459.93	$429.93
EE+Spouse	$1,125.83	$974.65	$911.66
EE+Child(ren)	$1,017.84	$881.07	$824.07
Family	$1,611.75	$1,395.79	$1,305.80

The Political Subdivision will receive the same increase as the County in 2014. The first month's fees shall be paid prior to the Effective Date. Fees shall be paid on a monthly basis within 10 days of the receipt of an invoice from the County.

6. PLAN ELIGIBILITY

The eligibility of employees of the Political Subdivision to participate in County-sponsored plans shall be governed solely by the Summary Plan Document of the County. All employees of the Political Subdivision must submit dependent verification annually either via the internet-based enrollment tool or by paper. Only full-time employees of

fully-insured political subdivisions that work at least 32 hours per week shall be eligible for benefits under the fully-insured equivalent rate through the Benefits Regionalization Program. Part-time employees and retirees of fully-insured equivalent political subdivisions are not eligible.

Periodic Eligibility Audit

The County shall have the right to conduct an audit at periodic intervals of the employees of the Political Subdivision participating in County-sponsored plans to determine their eligibility. The County may demand any information from employees of the Political Subdivision that is necessary to determine their eligibility or the eligibility of their spouses or dependents. The County reserves the right to terminate coverage of employees of the Political Subdivision or their spouses or dependents that are determined to be ineligible and to pursue appropriate civil and/or criminal remedies.

The Political Subdivision agrees to cooperate with the County in any such audit and to compel its employees to provide requested information. The County further reserves the right to terminate the coverage of any employee of the Political Subdivision or the employee's spouse or dependent where the employee has refused to provide requested information.

Use of Outside Brokers, Agents or Consultants

The County will not pay, or reimburse the Political Subdivision for commissions paid, to outside brokers, agents or consultants concerning matters related to membership in the Benefits Regionalization Program or the County-sponsored plans. If the Political Subdivision wishes to utilize any outside representation, it shall do so at its own cost and the representative shall be limited to the following roles:

- Enrollment Support.
- Education Meetings.
- Plan Analysis.

No brokers, agents or consultants shall be given the ability to resolve claim issues, which shall solely be the role of the County and its representatives.

8. PLAN REPORTS AND RECORDS MAINTENANCE

The Political Subdivision must maintain and provide to County upon request the following records and reports:

Accounting and fiscal records adequate to enable County or the State of Ohio or any duly-appointed agency to audit and administer this Agreement, the Benefits Regionalization Program and the County-sponsored plans; and

Other records and reports as required by the County to enable the County

to comply with local, state and federal statutes and regulations.

Record Retention

The Political Subdivision must maintain all records related to this Agreement for five years after the termination of this Agreement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five-year period, the Political Subdivision must retain the records until completion of the action and all issues that arise from it or until the end of the five-year period, whichever is later.

9. EQUAL EMPLOYMENT AND NON-DISCRIMINATION

The Political Subdivision expressly represents that it is an Equal Employment Opportunity employer as defined in all relevant Equal Employment Opportunity statutes, rules, regulations, executive orders and amendments, and that it is in compliance with said statutes, rules, regulations, executive orders and amendments.

The Political Subdivision, its employees, agents, representatives, and any other party working on its behalf, shall not discriminate in any manner in its performance under this Agreement by reason of race, handicap, color, religion, sex, age or national origin, veteran status, sexual orientation or gender identity or disability, and shall comply with all federal, State of Ohio and County non-discrimination and intimidation laws, as amended, and any applicable related statutes, rules, regulations and executive orders, as amended.

10. GENERAL TERMS AND CONDITIONS

Governing Law

This Agreement is to be governed by and construed in accordance with the laws of the State of Ohio. Any suit brought to enforce any provision of this Agreement or arising from this Agreement must be brought in the Cuyahoga County Court of Common Pleas.

Forum

The parties agree that the forum for any claim action arbitration, mediation, or litigation arising from this Agreement will be Cuyahoga County, Ohio. The parties agree that jurisdiction and venue for any matter involving any parties to this Agreement is proper in the Cleveland Municipal Court and/or the County of Cuyahoga Court of Common Pleas.

Assignment

Neither party may assign rights or delegate any obligations created by this

Agreement without the prior written consent of the other party, which consent must not be unreasonably withheld. Any assignment in violation of this Agreement is void. This Agreement must be binding upon the heirs, successors, legal representatives and permitted assigns of the parties.

Force Majeure

Neither party will be considered in default in the performance of any obligation hereunder, except the obligation to make payment, to the extent that the performance of such obligation is prevented or delayed by fire, flood, explosion, strike, war, insurrection, embargo, government requirement, civil or military authority, act of God, or any other calamitous event, occurrence or condition which is not caused, in whole or in part, by that party, and which is beyond the reasonable control of that party. The parties must take all reasonable action to minimize the effects of any such calamitous event, occurrence or condition.

Severability

If any provision of this Agreement is found invalid or unenforceable by an arbitration panel or a court of competent jurisdiction, the remainder of this Agreement will continue in full force and effect.

Reservation of Rights

A delay or failure in enforcing any right or remedy afforded hereunder or by law must not prejudice or operate to waive that right or remedy or any other right or remedy, including any remedy for a future breach of this Agreement, whether of a like or different character.

Review by Legal Counsel

Each party has had the opportunity to review this Agreement with the assistance of legal counsel. Accordingly, the rule of construction that any ambiguity in this Agreement is to be construed against the drafting party is not applicable.

Notice Requirements

Every notice and demand required under the terms of this Agreement must be in writing and must be sent by certified mail, return receipt requested, or by other means of delivery requiring a signed receipt, to the other party's address set forth below:

As to County:

Lisa Durkin
Deputy Director HR Operations
1255 Euclid Avenue #310
Cleveland, Ohio 44115
216.263.4656

As to the Political Subdivision:

Ron Wynne
Finance Director
Mayfield Village
6622 Wilson Mills Rd
Mayfield Village, OH 44143
440.461.2210

All notices are effective upon receipt. A party may change its address by giving written notice to the other party in accordance with this Article.

Amendment and Waiver

This Agreement may not be amended, supplemented, or waived except by a writing signed by the parties. The waiver of any particular right or claim will not constitute a waiver of any other right or claim. This Agreement may be extended to achieve additional goals of the County with the written consent of both parties.

Entire Agreement

This Agreement, including the Summary Plan Document and any guidelines issued by County as Plan Administrator, states the complete, final, and exclusive agreement of the parties concerning the subject hereof and supersede all prior oral or written agreements, representations, promises, negotiations, and other communications between the parties. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Summary Plan Document, the terms and conditions of the Plan Document will prevail

Remainder of page intentionally left blank-Execution page follows

The respective parties for the County and the Political Subdivision hereby agree to the terms and conditions of this Political Subdivision Participation Agreement to be executed in triplicate on the day and year first above written.

POLITICAL SUBDIVISION

MAYFIELD VILLAGE

By:
Title: Mayor

Date:

COUNCIL PRESIDENT

APPROVED AS TO FORM:

By:
Title:

Date: 7-18-12

COUNTY OF CUYAHOGA, OHIO

"COUNTY"

By:
Title:

Date:

APPROVED AS TO FORM:

By:
Title:

Date:

ORDINANCE NO. 2012-10
INTRODUCED BY: Mayor Rinker and Council as a Whole

AN EMERGENCY ORDINANCE AUTHORIZING A POLITICAL SUBDIVISION PARTICIPATION AGREEMENT WITH THE COUNTY OF CUYAHOGA, OHIO BENEFITS REGIONALIZATION PROGRAM AS AND FOR EMPLOYEE HEALTH CARE AND HOSPITALIZATION COVERAGE

WHEREAS, the current health care and hospitalization insurance contract with Anthem is set to expire as of March 31, 2012; and

WHEREAS, it is the recommendation of the Healthcare Task Force and the Finance Committee of Council that this legislation be passed to move coverage for employee health care and hospitalization benefits.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF MAYFIELD VILLAGE, OHIO, THAT:

SECTION 1. The Mayor and President of Council are hereby and herein authorized and directed to enter into a Political Subdivision Participation Agreement with the County of Cuyahoga, Ohio Benefits Regionalization Program for employees of the Village pursuant to the rates, terms and conditions attached hereto and incorporated herein as Exhibit "A".

SECTION 2. The Council finds and determines that all formal actions of this Council relating to the adoption of this Ordinance have been taken at open meetings of this Council; and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including the requirements of Section 121.22 of the Ohio Revised Code.

SECTION 3. This Ordinance is hereby declared to be an emergency measure immediately necessary for the health, safety and welfare of the residents of Mayfield Village, Ohio. It shall, therefore, take effect immediately upon the passage by the affirmative vote of not less than five (5) members elected to Council and approval by the Mayor or otherwise at the earliest time allowed by law.

WILLIAM BUCKHOLTZ
Council President

First Reading: March 5, 2012

Second Reading: Suspended 2012

Third Reading: Suspended 2012

PASSED: March 5, 2012

BRUCE G. RINKER, Mayor

APPROVED AS TO FORM:

JOSEPH W. DIEMERT, JR.
DIRECTOR OF LAW

ATTEST:
MARY E. BETSA, Clerk of Council

COUNTY OF CUYAHOGA, OHIO
BENEFITS REGIONALIZATION PROGRAM

POLITICAL SUBDIVISION PARTICIPATION AGREEMENT

THIS POLITICAL SUBDIVISION PARTICIPATION AGREEMENT is hereby entered into by and between **MAYFIELD VILLAGE** (the "Political Subdivision"), with its principal place of business located at **6622 WILSON MILLS RD, MAYFIELD OH 44143** as duly authorized and adopted by its legislative authority in **MAYFIELD VILLAGE**, and the County of Cuyahoga, Ohio (the "County"), with its principal place of business at 1219 Ontario Street, Cleveland, Ohio, as duly authorized and adopted by its legislative authority in Cuyahoga County.

WHEREAS, the County has further determined that a political subdivision's participation in the Benefits Regionalization Program shall be operated on a cost-neutral basis to the County and that accordingly, the participating political subdivision shall pay the fees and costs as set forth in this Political Subdivision Participation Agreement; and

WHEREAS, as a condition precedent to participation in the Benefits Regionalization Program, interested political subdivisions within the County are required to execute this Political Subdivision Participation Agreement, thus agreeing to be bound by its terms and conditions and the terms and conditions of the County's Summary Plan Document;

NOW THEREFORE, in consideration of the mutual covenants, promises, conditions and terms to be kept and performed, the Political Subdivision and the County hereby agree as follows:

1. THE PLAN OFFERINGS

The Political Subdivision acknowledges that whereas the County offers several plan design options within the Benefits Regionalization Program, the Political Subdivision may not be eligible for one or more of these offerings. The Political Subdivision further acknowledges that the County retains sole discretion as to which plan offerings the Political Subdivision may provide to its employees. The County retains sole discretion as to the offerings within the plan and reserves the right to change the plan offerings at its discretion with written notice of the change(s) to the Political Subdivision. A self-funded political subdivision may determine which County-sponsored plans and benefits it will purchase and offer to its employees.

The County authorizes the Political Subdivision to offer its employees the following County-sponsored fully-insured plan(s):

- ***MetroHealth Select Plan***
- ***MMO $250 90%/70% Plan***
- ***MMO $2,000 100%/80% Plan***

2. PLAN TERM AND EARLY TERMINATION

The term of this Agreement shall commence upon the Effective Date which is the entry date of the Political Subdivision into the Benefits Regionalization Program. This is the first date upon which employees of the Political Subdivision become entitled to participate in the County-sponsored plans.

Early Termination and Penalties (Applies only to groups that leave regionalization prior to the expiration of the term agreement)

The Political Subdivision may terminate this Agreement upon 6 months written notice to the County. If the Political Subdivision elects to terminate this Agreement prior to **December 31, 2014**, it shall pay the County the following penalties:

- Payment of Incurred But Not Reported ("IBNR") claims, regardless of the date that the claims, were incurred all costs will be paid, upon termination date.
- Payment of any administrative charges related to processing the IBNR claims.
- Any other damages or costs incurred by the County due to the early termination by the Political Subdivision.

Termination by the County (Applies only to groups that leave regionalization prior to the expiration of the term agreement)

The County may terminate this Agreement and participation by the Political Subdivision in the Benefits Regionalization Program immediately upon written notice to the Political Subdivision for breach of any of the duties stated in Section 4. In the event of termination of this Agreement by the County, the Political Subdivision shall assume any additional liability for claims made by its employees during its participation in the Benefits Regionalization Program and in addition, shall be required to pay the County the same penalties as in the event of an early termination.

3. SERVICES PROVIDED BY THE COUNTY AND ITS CONSULTANTS

The County shall provide the following services as selected by the Political Subdivision:

- Initial Underwriting—previously paid fee refunded.
- Renewal Development to develop the Political Subdivision's fees for each calendar year.

- Group Installation including:
    - Annual benefits communication and employee meetings (supported by the County's benefit consultant).
    - Service and support for claims through the County Benefit Department.
- Reporting under the following parameters:
    - 10-50 Employees: 1 report per year.
    - 50-100 Employees: 2 reports per year.
    - 100-250 Employees: 4 reports per year.

- Provide an online enrollment tool.

4. DUTIES AND RESPONSIBILITIES OF THE POLITICAL SUBDIVISION

The Political Subdivision shall have the following duties and responsibilities:

- Pay the first month's fees set forth in Section 5 prior to the Effective Date.
- Pay all fees set forth in Section 5 on a monthly basis within 10 days of receipt of an invoice from the County.
- Pay all fees on an as-billed basis, subject to adjustments and reconciliation by the County on the subsequent month's invoice.
- Use the County's internet-based enrollment tool (if required).
- Comply with any Federal guidelines applicable to the County-sponsored plans.
- Comply with any eligibility audits undertaken by the County of the Political Subdivision or of its employees.
- Provide any records or reports upon demand as provided in Section 8.
- Limit the offer of benefits only to full-time employees that work at least *[32]* hours per week. Part-time employees and retirees are not eligible.
- Contribute a minimum of 50% of the total premium for single and family coverage.
- Follow lower cost methodology for its contributions. Example: The County's lowest cost plan must be the lowest contribution plan to the Political Subdivision's employees.
- Any other duties and responsibilities necessary to maintain the Political Subdivision as a member of the Benefits Regionalization Program and to comply with the County-sponsored plans.

5. PLAN FEES

Prior to entry into the Benefits Regionalization Program, the Political Subdivision must agree to pay a fee for Initial Underwriting in order to: (a) determine whether a self-funded political subdivision or fully-insured political subdivision is eligible to enter the Regionalization Program; (b) in the case of a fully-insured political subdivision, develop a fully-insured equivalent rate based upon sound actuarial criteria that is applicable from the Effective Date through December 31, 2014; and (c) in the case of a fully-insured political subdivision,

determine whether a Risk Surcharge, not to exceed 15% of the charged premium shall be imposed.

It is the County's intention that the operation of the Regionalized benefits program be cost neutral to the County. Political Subdivisions that wish to participate will pay the County's healthcare consultant a consulting fee as outlined in the Sub-Agreement. This fee has already been incorporated into the quoted rates, however the fee will be paid directly to the consultant.

Ongoing Service fees are payable for management of the benefits program for the County's medical and prescription programs. Fees are payable regardless of the number of programs chosen and are subject to change at the discretion of Cuyahoga County. These services are outlined in the Sub-Agreement.

In the Initial Underwriting, the County has sole discretion as to the underwriting guidelines used to determine the eligibility of a political subdivision. The County has the right to deny entry in to the Benefits Regionalization Program for any reason. If a political subdivision is approved for entry in to the Benefits Regionalization Program, the County will waive the Initial Underwriting Fee.

Annual Adjustment of Fully-Insured Equivalent Rate

On an annual basis, the County shall set a fully-insured equivalent rate for the following calendar year. Annual fully-insured equivalent rate adjustments will be made for each of the annual contract years as required by the program term (3 years). The County has sole discretion as to the underwriting guidelines and actuarial assumptions used to determine the fully-insured equivalent rate for the following calendar year. The County will provide written notice by November 1 of each year to a political subdivision of the fully-insured equivalent rate for the following calendar year.

Annual Adjustment of Administrative Fee and Risk Surcharge

On an annual basis, the County shall set the Administrative Fee to be charged to both self-funded political subdivisions and fully-insured political subdivisions. On the initial underwriting, the County shall set the Risk Surcharge, if applicable, for a political subdivision for the term of the agreement (3 years). Annual adjustments for the Administrative Fee may be made each year of the agreement. The County has the sole discretion to set the Administrative Fee, at a minimum of 3% and a maximum of 6% of the fully-insured equivalent rate and in the case of a self-funded political subdivision, will be a rate set by the County based upon the services selected. The County also has the sole discretion to set the Risk Surcharge, not to exceed 15% of the fully-insured equivalent rate for each sub-division. The County will provide written notice to political subdivisions of the Administrative Fee and Risk Surcharge, if applicable, at the time of entry into the Benefits Regionalization Program.

Plan Fee Structure

Fully-Funded Political Subdivisions (Prior to entry in regionalization)

The fee structure for political subdivisions shall be as follows:

- Fully-insured equivalent rate set by the County pursuant to Section 5.1.
- Administrative Fee to be set annually by the County, at a minimum of 3% and a maximum of 6% of the fully-insured equivalent rate.
- If applicable, a Risk Surcharge not to exceed 15% of the initial fully-insured equivalent regionalization rate.
- If the fully-insured political subdivision imposes a monthly charge on employees whose spouses have enrolled in the political subdivision's insurance plans where other insurance coverage is available through the spouses's employer, then, upon entry into the Benefits Regionalization Program, the political subdivision shall continue to collect the charge for each such employee. If the political sub-division chooses to discontinue any such changes to employees, the county reserves the right to re-evaluate the fully insured equivalent rate structure and may deny coverage at the next available effective date.

Fees to be paid by the Political Subdivision for 2012

The Political Subdivision shall pay the following monthly fees for 2012, 2013:

	MMO $250 90%/70%	MMO $2,000 100%/80%	MetroHealth Select
Single	$539.92	$467.93	$437.93
EE+Spouse	$1,133.83	$982.65	$919.66
EE+Child(ren)	$1,025.84	$889.07	$832.07
Family	$1,619.75	$1,403.79	$1,313.80

The Political Subdivision will receive the same increase as the County in 2014. The first month's fees shall be paid prior to the Effective Date. Fees shall be paid on a monthly basis within 10 days of the receipt of an invoice from the County.

6. PLAN ELIGIBILITY

The eligibility of employees of the Political Subdivision to participate in County-sponsored plans shall be governed solely by the Summary Plan Document of the County. All employees of the Political Subdivision must submit dependent verification annually either via the internet-based enrollment tool or by paper. Only full-time employees of

fully-insured political subdivisions that work at least 32 hours per week shall be eligible for benefits under the fully-insured equivalent rate through the Benefits Regionalization Program. Part-time employees and retirees of fully-insured equivalent political subdivisions are not eligible.

Periodic Eligibility Audit

The County shall have the right to conduct an audit at periodic intervals of the employees of the Political Subdivision participating in County-sponsored plans to determine their eligibility. The County may demand any information from employees of the Political Subdivision that is necessary to determine their eligibility or the eligibility of their spouses or dependents. The County reserves the right to terminate coverage of employees of the Political Subdivision or their spouses or dependents that are determined to be ineligible and to pursue appropriate civil and/or criminal remedies.

The Political Subdivision agrees to cooperate with the County in any such audit and to compel its employees to provide requested information. The County further reserves the right to terminate the coverage of any employee of the Political Subdivision or the employee's spouse or dependent where the employee has refused to provide requested information.

Use of Outside Brokers, Agents or Consultants

The County will not pay, or reimburse the Political Subdivision for commissions paid, to outside brokers, agents or consultants concerning matters related to membership in the Benefits Regionalization Program or the County-sponsored plans. If the Political Subdivision wishes to utilize any outside representation, it shall do so at its own cost and the representative shall be limited to the following roles:

- Enrollment Support.
- Education Meetings.
- Plan Analysis.

No brokers, agents or consultants shall be given the ability to resolve claim issues, which shall solely be the role of the County and its representatives.

8. PLAN REPORTS AND RECORDS MAINTENANCE

The Political Subdivision must maintain and provide to County upon request the following records and reports:

Accounting and fiscal records adequate to enable County or the State of Ohio or any duly-appointed agency to audit and administer this Agreement, the Benefits Regionalization Program and the County-sponsored plans; and

Other records and reports as required by the County to enable the County

to comply with local, state and federal statutes and regulations.

Record Retention

The Political Subdivision must maintain all records related to this Agreement for five years after the termination of this Agreement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five-year period, the Political Subdivision must retain the records until completion of the action and all issues that arise from it or until the end of the five-year period, whichever is later.

9. EQUAL EMPLOYMENT AND NON-DISCRIMINATION

The Political Subdivision expressly represents that it is an Equal Employment Opportunity employer as defined in all relevant Equal Employment Opportunity statutes, rules, regulations, executive orders and amendments, and that it is in compliance with said statutes, rules, regulations, executive orders and amendments.

The Political Subdivision, its employees, agents, representatives, and any other party working on its behalf, shall not discriminate in any manner in its performance under this Agreement by reason of race, handicap, color, religion, sex, age or national origin, veteran status, sexual orientation or gender identity or disability, and shall comply with all federal, State of Ohio and County non-discrimination and intimidation laws, as amended, and any applicable related statutes, rules, regulations and executive orders, as amended.

10. GENERAL TERMS AND CONDITIONS

Governing Law

This Agreement is to be governed by and construed in accordance with the laws of the State of Ohio. Any suit brought to enforce any provision of this Agreement or arising from this Agreement must be brought in the Cuyahoga County Court of Common Pleas.

Forum

The parties agree that the forum for any claim action arbitration, mediation, or litigation arising from this Agreement will be Cuyahoga County, Ohio. The parties agree that jurisdiction and venue for any matter involving any parties to this Agreement is proper in the Cleveland Municipal Court and/or the County of Cuyahoga Court of Common Pleas.

Assignment

Neither party may assign rights or delegate any obligations created by this

Agreement without the prior written consent of the other party, which consent must not be unreasonably withheld. Any assignment in violation of this Agreement is void. This Agreement must be binding upon the heirs, successors, legal representatives and permitted assigns of the parties.

Force Majeure

Neither party will be considered in default in the performance of any obligation hereunder, except the obligation to make payment, to the extent that the performance of such obligation is prevented or delayed by fire, flood, explosion, strike, war, insurrection, embargo, government requirement, civil or military authority, act of God, or any other calamitous event, occurrence or condition which is not caused, in whole or in part, by that party, and which is beyond the reasonable control of that party. The parties must take all reasonable action to minimize the effects of any such calamitous event, occurrence or condition.

Severability

If any provision of this Agreement is found invalid or unenforceable by an arbitration panel or a court of competent jurisdiction, the remainder of this Agreement will continue in full force and effect.

Reservation of Rights

A delay or failure in enforcing any right or remedy afforded hereunder or by law must not prejudice or operate to waive that right or remedy or any other right or remedy, including any remedy for a future breach of this Agreement, whether of a like or different character.

Review by Legal Counsel

Each party has had the opportunity to review this Agreement with the assistance of legal counsel. Accordingly, the rule of construction that any ambiguity in this Agreement is to be construed against the drafting party is not applicable.

Notice Requirements

Every notice and demand required under the terms of this Agreement must be in writing and must be sent by certified mail, return receipt requested, or by other means of delivery requiring a signed receipt, to the other party's address set forth below:

As to County:

Lisa Durkin
Deputy Director HR Operations
1255 Euclid Avenue #310
Cleveland, Ohio 44115
216.263.4656

As to the Political Subdivision:

Ron Wynne
Finance Director
Mayfield Village
6622 Wilson Mills Rd
Mayfield Village, OH 44143
440.461.2210

All notices are effective upon receipt. A party may change its address by giving written notice to the other party in accordance with this Article.

Amendment and Waiver

This Agreement may not be amended, supplemented, or waived except by a writing signed by the parties. The waiver of any particular right or claim will not constitute a waiver of any other right or claim. This Agreement may be extended to achieve additional goals of the County with the written consent of both parties.

Entire Agreement

This Agreement, including the Summary Plan Document and any guidelines issued by County as Plan Administrator, states the complete, final, and exclusive agreement of the parties concerning the subject hereof and supersede all prior oral or written agreements, representations, promises, negotiations, and other communications between the parties. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Summary Plan Document, the terms and conditions of the Plan Document will prevail

Remainder of page intentionally left blank-Execution page follows

Mr. Ron Wynne
Directory of Finance
Mayfield Village
6622 Wilson Mills Road
Mayfield Village, OH 44143

ADDENDUM 1

I. Ongoing Routine Assistance

CHAPMAN AND CHAPMAN will assign an Account Executive to your organization who will be responsible for managing your benefits program. This individual will coordinate the activities of the entire CHAPMAN AND CHAPMAN "team" to ensure that all aspects of your benefit program are handled both efficiently and effectively.

The Account Executive is also available to provide advice on an as-needed basis. Often, such assistance involves answering questions related to plan design, claims administration, COBRA administration, coverage issues, and other matters that inevitably arise in the day-to-day administration of a benefit program.

The Account Executive can also provide access to other CHAPMAN AND CHAPMAN associates/divisions that may be able to provide supplemental services for your needs, e.g. wealth management, retirement plan and 401(k) advisory services, and property/casualty insurance.

II. Objective Setting and Review of Benefit Program

Setting objectives is critical to the success of any benefit program. We will help you develop organizational goals and objectives which need to be achieved through your benefit programs. In addition, we will continue to review your current plan design and recommend alternatives which will help manage costs while at the same time maintain a competitive comprehensive benefit program.

III. Provide Expert Advice on Legislative and Regulatory Issues Affecting Benefit Plans

CHAPMAN AND CHAPMAN often provides summaries to clients of developments affecting the administration, design, and funding of employee benefit programs – whether those developments are legislative, regulatory, competitive, or demographic. In addition, you will receive a variety of special publications to keep you up-to-date on benefits issues. The resources for this advice include CHAPMAN AND CHAPMAN in-house support as well as access through Chapman & Chapman to the NFP Compliance Staff in Austin, Texas.

IV. Prepare Loss Experience Reports

Depending upon the size of the group insured, and the availability of data, we may supply you with reports which interpret carrier claim reports on a regular basis. This will enable you to prepare for future budgeting requirements.

V. Negotiate Insurance Carrier Renewals

This activity will cover "pre-renewal" meetings and forecasting, rate renewals and analysis of financial accounting for

your various coverages. We typically perform an annual detailed analysis of factors such as:

A. Administration components;
B. Reconciling premium and claims;
C. Calculating incurred but not reported claim liabilities (IBNR);
D. Determining the adequacy of specific stop loss levels;
E. Projecting future premium rates and claims.

VI. Analyze Claim Utilization Data

Typically, insurance companies provide claim utilization data on an annual basis. If available to us, we analyze this data in order to identify trends specific to your group. The analysis usually includes a discussion of the following; however, the actual report will depend on the data provided by the carrier:

A. Inpatient vs. outpatient usage
B. Benefits paid by provider
C. Benefits paid by diagnostic code
D. Demographic trends
E. Prescription drug utilization
F. Network utilization

Conclusions and recommendations will be presented to assist you in planning for the future.

VII. Competitive Marketing & Analysis

Working with you, we can survey the marketplace in order to:

A. Price various plan design changes;
B. Obtain the cost of new products and services, e.g. managed care, utilization review services, EAPs, long tenn care, etc.;
C. Ensure that you are accessing the most competitive program which is consistent with your employee benefit philosophy and financial objectives;
D. Assess network(s) and provide disruption analysis.

The marketing could include reviewing various funding options, the cost differentials for available benefit enhancements, and the viability of fully pooled contracts.

A complete competitive analysis would be presented to you, which would include a cost and benefit comparison.

VIII. Implementation of New Products and Services

In the event of implementation of plan design changes or new benefit program, your Account Executive (and team) is available to assist with the following:

A. CHAPMAN AND CHAPMAN can prepare sample employee communications for your use in announcing changes;
B. CHAPMAN AND CHAPMAN would be present at employee meetings upon request, including "Train the

Trainer" sessions, where applicable;

C. CHAPMAN AND CHAPMAN would act as a facilitator in meetings between the vendor and you to develop a plan of action regarding target dates and implementation of a new plan. Issues discussed usually include but may not be limited to:

1. Account structure
2. Systems installation
3. Enrollment kits
4. Contract & booklet development
5. Administrative supplies
6. Employee identification cards

IX. Implementation of Signature Services

Pursuant to discussions with the Finance Director and Health Care Task Force at Mayfield Village, CHAPMAN AND CHAPMAN will be working toward implementing several signature services:

A. Customer Service – call in number and access to service by both the employer and employee directly from Chapman and Chapman
B. Communications Support – both written and oral fully customized employee communications such as enrollment and educational meetings, 'lunch and learns,' benefit booklets, FAQ sheets, etc.
C. Wellness Coordination – this will include the coordination of health fairs, in-house wellness programs (walking programs, largest looser, nutrition programs, smoking cessation programs (not to include the cost of pharmaceuticals), and the like), and the coordination of outside wellness vendors
D. Website and Total Compensation Statements – including the Benergy Website as well as the Real Value Statements provided in paper and/or electronic format set up by CHAPMAN AND CHAPMAN in conjunction with Mayfield Village's Human Resource Department
E. Basic HR Consultative Services – assistance with HIPAA, COBRA, FMLA, Healthcare Reform, basic handbook reviews, etc. (Complex HR Consulting will require additional costs)

February 29, 2012

Mr. Ron Wynne
Directory of Finance
Mayfield Village
6622 Wilson Mills Road
Mayfield Village, OH 44143

Re: Brokerage / Consulting Letter Agreement

Chapman and Chapman ("CHAPMAN AND CHAPMAN") is pleased to provide Mayfield Village this Letter Agreement for Employee Benefits consulting services. By executing this Letter Agreement, **Mayfield Village** hereby retains CHAPMAN AND CHAPMAN to perform employee benefits brokerage services for it.

1. SERVICES

Our clients reflect a variety of industries and corporate cultures; therefore, we strive to assist each client by customizing our services to meet each company's specialized needs.

A. Services to be Provided

An outline of the services we shall provide to you are contained in ADDENDUM 1, which is attached hereto and made a part of this Letter Agreement.

B. Existing Insurance Policies

The services to be provided by CHAPMAN AND CHAPMAN hereunder are provided for the exclusive benefit of Mayfield Village. The services, recommendations, proposals and information provided by CHAPMAN AND CHAPMAN are not to be distributed to, used by or relied upon by other parties. Furthermore, if the services to be provided by CHAPMAN AND CHAPMAN hereunder shall be deemed by Mayfield Village to apply to any insurance policy/policies that was in effect prior to the effective date of this Letter Agreement, then CHAPMAN AND CHAPMAN's services shall not be assumed by Mayfield Village to remedy or resolve any deficiencies in such policy/policies. CHAPMAN AND CHAPMAN will neither assume nor accept liability for any deficiencies, errors or oversights inherent in such policy/policies until such time as CHAPMAN AND CHAPMAN has had adequate opportunity to review such policy/policies and to provide recommendations to Mayfield Village concerning same.

C. Additional Services

The services described in ADDENDUM 1 are the only services to be provided by CHAPMAN AND CHAPMAN to Mayfield Village under this Letter Agreement. Any additional services requested by Mayfield Village, and the corresponding compensation therefore, shall be separately negotiated by CHAPMAN AND CHAPMAN and Mayfield Village and described in an amendment either to this Letter Agreement or to ADDENDUM 1.

2. BASIS OF COMPENSATION

In consideration of the services provided by CHAPMAN AND CHAPMAN, Mayfield Village will pay CHAPMAN AND CHAPMAN a fee of $42.50 per subscriber per month (PSPM), to be delivered on a separate invoice from the County and occurring on a monthly basis.

The amount of additional annual compensation (from ancillary benefits and other sources) expected to be received by CHAPMAN AND CHAPMAN from all insurer(s) is $ 0.00.

In the event of mergers, acquisitions, or other substantial changes in Mayfield Village's business which result in a material increase in the services required of CHAPMAN AND CHAPMAN under this Letter Agreement, the fee set forth above shall be subject to good faith re-negotiation. However, no renegotiation shall be valid until Mayfield Village signs a written memorandum specifying the additional compensation. In the event that Mayfield Village requests CHAPMAN AND CHAPMAN to place new lines of insurance, CHAPMAN AND CHAPMAN will be entitled to accept commissions on such placements, unless CHAPMAN AND CHAPMAN and Mayfield Village modify the compensation payable to CHAPMAN AND CHAPMAN under this Letter Agreement to take into account the additional services which will be provided to Mayfield Village.

3. TERM OF CONTRACT

The initial term of this Letter Agreement shall be thirty-three months from the effective date of this Letter agreement (directly corresponding to the initial enrollment period in the Cuyahoga County Regionalization Plan), which is noted at the end hereof. This Letter Agreement shall renew automatically, unless terminated in accordance with Section 4. Termination of Letter Agreement, below.

4. TERMINATION OF THIS LETTER AGREEMENT

This Letter Agreement is subject to annual renewals following the initial period above, absent written notice to the other party at least ten (10) calendar days prior to such termination. CHAPMAN AND CHAPMAN shall be entitled to receive the fair market value of services rendered hereunder prior to the date of such notice of termination. All work product provided by CHAPMAN AND CHAPMAN to Mayfield Village pursuant to this Letter Agreement shall be the property of Mayfield Village. CHAPMAN AND CHAPMAN will cooperate with Mayfield Village's designated producer in order to facilitate an orderly transition of Mayfield Village's insurance matters.

5. REPORTING CHANGES IN EXPOSURE

Mayfield Village shall promptly notify CHAPMAN AND CHAPMAN with respect to all material changes in exposures and all changes in loss-related information. CHAPMAN AND CHAPMAN shall promptly notify the affected insurance companies of such changes.

6. INSURER SOLVENCY

CHAPMAN AND CHAPMAN shall seek to obtain coverage(s) for Mayfield Village from qualified, solvent insurers. To do so, CHAPMAN AND CHAPMAN will review information about the financial condition of insurers that is publicly available. However, CHAPMAN AND CHAPMAN does not guarantee the solvency of any insurer with which it places Mayfield Village's risks.

7. NON-DISCRIMINATION

CHAPMAN AND CHAPMAN will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of CHAPMAN AND CHAPMAN.

8. SEVERABILITY

If any part, term, or provision of this Letter Agreement shall be found by a court to be legally invalid or unenforceable, then such provision or portion thereof shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any contract document shall not affect the validity of any other provisions or portion of this Letter Agreement.

9. LITIGATION

In any claim or dispute between the parties to this Letter Agreement, arising out of or relating to this Letter Agreement or breach thereof, the parties consent to the jurisdiction and venue of the appropriate federal or state courts having jurisdiction over actions commenced in the location of the CHAPMAN AND CHAPMAN office that is the signatory of this Letter Agreement. CHAPMAN AND CHAPMAN shall not cause a delay of work because of the pending litigation proceedings, except with the express, written consent of Mayfield Village, or pursuant to written instruction from the court.

10. LETTER AGREEMENT CONSTRUED UNDER STATE LAWS

This Letter Agreement is to be executed and performed in the state of the CHAPMAN AND CHAPMAN office that is a signatory to this Letter Agreement, and shall be constructed in accordance with the laws of such State.

11. CHAPMAN AND CHAPMAN'S POLICY REGARDING CONTINGENT COMMISSIONS

Mayfield Village agrees to pay compensation to CHAPMAN AND CHAPMAN for the placement of insurance pursuant to this written Letter Agreement. CHAPMAN AND CHAPMAN may also receive from insurers and insurance intermediaries additional compensation (monetary or nonmonetary), which is contingent on volume, profitability or other factors pursuant to agreements CHAPMAN AND CHAPMAN may have with them relating to all or part of the business CHAPMAN AND CHAPMAN places with those insurers or through those intermediaries. Such agreements may be in effect with one or more of the insurers with whom Mayfield Village's insurance is placed, or with an insurance intermediary CHAPMAN AND CHAPMAN uses to place Mayfield Village's insurance. Such agreements do not affect or modify in any way CHAPMAN AND CHAPMAN's responsibilities to Mayfield Village. CHAPMAN AND CHAPMAN will be pleased to discuss further details of any contingent compensation agreements pertinent to Mayfield Village's insurance placements upon Mayfield Village's request.

The amount of additional compensation expected to be received by CHAPMAN AND CHAPMAN from insurer(s) is $0.00. If no amount is indicated in the preceding sentence, it is because the amount of compensation is of a contingent nature, is unknown at this time, and will be calculated by an insurance company in the future. Generally speaking, CHAPMAN AND CHAPMAN will annually receive from the various insurers with which it places risks about 1% of its total annual premium placements as contingent compensation.

Historically, such compensation has been computed based upon a variety of factors and variables, including but not limited to the loss history of Mayfield Village's coverages, the volume of total coverages placed by CHAPMAN AND CHAPMAN with the insurer, the period of time over which the coverages were placed with the insurer, and other considerations. In any event, the Mayfield Village is invited to obtain as much detail as it wishes from CHAPMAN AND CHAPMAN on the computation of the particular contingent compensation applicable to its placement.

12. CHANGES TO BE IN WRITING

This Letter Agreement may be amended only by a written agreement executed by both CHAPMAN AND CHAPMAN and Mayfield Village.

13. WAIVERS

The failure of CHAPMAN AND CHAPMAN or Mayfield Village to insist on strict compliance with this Letter Agreement, or to exercise any right(s) hereunder shall not be construed as a waiver of any of the rights or privileges contained herein.

14. ENTIRE LETTER AGREEMENT

This Letter Agreement contains the entire understanding of the parties with respect to its subject matter. This Letter Agreement supersedes all prior agreements, arrangements and understandings between the parties, whether oral or written, with respect to its subject matter.

15. RECORD RETENTION

CHAPMAN AND CHAPMAN will retain its records of all matters relating to this Letter Agreement in accordance with CHAPMAN AND CHAPMAN's record retention policy, (a copy of which will be made available to Mayfield Village upon request), and all applicable laws and regulations.

16. OWNERSHIP OF WORK. PRODUCT, TRADE SECRETS AND TRADEMARKS

CHAPMAN AND CHAPMAN and Mayfield Village shall each retain individual ownership of all materials, ideas, concepts, inventions, discoveries, plans, product names, proprietary information, patents, copyrights, documents, data, programs, training materials, slogans, artwork, research data and results and marketing designs that each provides to this consulting effort (the "Existing Materials"). All Existing Materials shall be subject to the terms and conditions of the confidentiality provisions contained herein. Any and all ideas, concepts, inventions, discoveries, plans, product names, proprietary information, patents, copyrights, documents, data, programs, training materials, slogans, artwork, research data and results and marketing designs (the "Work Product") conceived or developed by or between CHAPMAN AND CHAPMAN or Mayfield Village hereunder, to the extent that such Work Product is distinct from the individually owned Existing Materials, shall become the sole and exclusive property of Mayfield Village. Mayfield Village agrees to hereby grant CHAPMAN AND CHAPMAN an unlimited non-exclusive license to use the Work Product, which license shall include use among CHAPMAN AND CHAPMAN's affiliates.

17. CONFIDENTIAL INFORMATION

"Confidential Information" shall mean non-public information revealed by or through a party to this Letter Agreement (a "Disclosing Party") to the other party (a "Receiving Party") including (a) information expressly or implicitly identified as originating with or belonging to third parties, or marked or disclosed as confidential, (b) information traditionally recognized as proprietary trade secrets, and (c) all forms and types of financial, business (including customer information), scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing, which is identified with the legend "CONFIDENTIAL."

A. As to any Confidential Information disclosed by the Disclosing Party to the Receiving Party, the Receiving Party will take reasonable precautions in accordance with procedures it follows with respect to its own important confidential information to prevent disclosure, directly or indirectly, of all or any portion of the Confidential Information.

B. Except as may be required by law or legal process, the Receiving Party agrees not to otherwise use the Confidential Information obtained hereunder in the absence of a written letter agreement with Disclosing Party. The Receiving Party further agrees to return to Disclosing Party all Confidential Information received hereunder upon written request therefore.

C. The obligations hereunder remain in full force and effect until and unless: (a) the Receiving Party can show that such Confidential Information was in the Receiving Party's possession prior to the date of the disclosure by Disclosing Party; or (b) such Confidential Information was obtained by the Receiving Party after the date of this Letter Agreement from a party other than Disclosing Party, and the receiving party has no knowledge that said party is under an obligation of confidentiality to the Disclosing Party with respect to such information; or (c) such Confidential Information becomes generally available to the trade, or to the public, through sources other than Receiving Party; or (d) such Confidential Information is developed at any time by the Receiving Party independent of information or materials disclosed by Disclosing Party to the Receiving Party.

D. In the event that the Receiving Party is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information furnished by the Disclosing Party, it is agreed that the Receiving Party will cooperate with the Disclosing Party and provide the Disclosing Party with prompt notice of such request(s) or requirement(s) so that the Disclosing Party may seek an appropriate protective order or waive compliance by the Receiving Party with the provisions of this Letter Agreement. If, in the absence of a protective order or the receipt of a waiver hereunder, the Receiving Party is nonetheless, in the opinion of the Receiving Party, legally required to disclose the Confidential Information forwarded by the Disclosing Party, the Receiving Party may disclose such information without liability hereunder, provided, however, that the Receiving Party shall disclose only that portion of such Confidential Information which it considers that it is legally required to disclose.

E. Upon termination of this Letter Agreement, or upon Disclosing Party's earlier request, Receiving Party shall

promptly deliver to Disclosing Party all Confidential Information and any other material which Disclosing Party furnishes to Receiving Party in connection with this Letter agreement.

Please acknowledge your acceptance of the above terms of this Letter Agreement by signing both the original of this document, and the copy thereof, at your earliest possible convenience, and returning the signed copy to CHAPMAN AND CHAPMAN.

Sincerely,

CHAPMAN AND CHAPMAN

Effective Date: 1 April 2012

Aaron Marinelli, Principal

Accepted by:
Mayfield Village

Bruce G. Rinker, Mayor
Ron Wynne, Finance Director

EMPLOYEE BENEFITS INTERNATIONAL

EMPLOYEE BENEFITS INTERNATIONAL POLITICAL SUB-DIVISION AGREEMENT

The following Agreement outlines Employee Benefits International's (EBI) relationship with the Cuyahoga County Political Sub-Division. This agreement is made by and between Mayfield Village hereinafter referred to as "Political Sub-Division", and Employee Benefits International, hereinafter referred to as "Consultant" on this 5th day of March, 2012. This contract shall run for thirty three (33) consecutive months commencing on April 1, 2012 and concluding on December 31, 2014.

The Political Sub-Division named herein has agreed to participate in the Cuyahoga County Board of Commissioners Sponsored Insurance plans, hereinafter referred to as "Regionalization Program" as outlined in the Health Insurance Guideline document. To participate in the Regionalization Program, the Political Sub-Division agrees to pay the following applicable fees to the Consultant (Subject to change with prior approval from Cuyahoga County):

1. **Underwriting and Renewal Fees**
   Fees are payable for the Initial Underwriting and Renewal of each Political Sub-Division whether or not they are accepted into the County's Regionalization Program. Fees will be waived if the Political Sub-Division agrees to join the regionalization:

Number of Covered Employees	Fee
• Less than 100	$1,000
• 100 or more employees	$2,000

2. **Basic Fees**
   - $8.00 per covered employee per month,
   - Service Fees are billed monthly or quarterly, with a minimum fee of $500 per quarter.

   Political Sub-Divisions can maintain existing broker relationships on a direct fee for service basis only.

   Outside brokers and consultants will not be able to resolve claim or eligibility issues. This responsibility falls to either the County or the County's consultant.

   Non-Contracted Agencies, Agents, or Brokers must abide by all requirements set forth by the County and no commissions are payable under the Regionalized Program.

   Other Benefits (i.e., Dental, Vision, Group Life Insurance, and Voluntary Benefits also known as "Affinity Programs") are optional and not covered under this agreement. These benefits are commissionable, and subject to standard regionalized or state-filed commission rates. Outside brokers and consultants cannot access County-sponsored regional affinity programs.

   Basic Covered Services
   - Initial Underwriting
   - Renewal Development
   - Group Installation including:
     - Annual benefit communication support and employee meetings
     - Training on the on-line eligibility system
     - Service support from a dedicated Account Manager on high level claims issues

- Experience reporting based on group size
- Compliance

3. **Ad Hoc Service**
Ad hoc experience reporting and service, if desired, is available on an hourly basis at a rate of $150.00 per hour. Rates are subject to change only under approval of Cuyahoga County.

Services may include, but are not limited to:

- Union meeting support
- Healthcare Committee management
- Wellness Coordination
- Any other support activities not covered under the basic service model.

Political Sub-Divisions can contract with the consultant for services under a global fee format based on mutual agreement between the consultant and the Political Sub-Division.

In consideration of the promises and covenants set forth herein, the Consultant hereby promises and agrees to perform the following services as requested by Political Sub-Division:

DISCLOSURE: All fees to be collected from Political Sub-Division and paid to Consultant are as described and disclosed herein, unless amended in writing and attached to this agreement. No other forms of commissions, fees or compensation are included for the Consultant or any other Broker, Producer, Agent or third party, unless expressly agreed to in writing.

Accepted and Agreed:

Employee Benefits International Inc.	**Mayfield Village**
Company	Company
James Dustin, Principal	BRUCE G. RINKER, MAYOR
Printed Name, Title	Printed Name, Title
Signature	Signature
	3/18/12
Date	Date

The respective parties for the County and the Political Subdivision hereby agree to the terms and conditions of this Political Subdivision Participation Agreement to be executed in triplicate on the day and year first above written.

POLITICAL SUBDIVISION

MAYFIELD VILLAGE

By:
Title: Mayor
Date: 3/18/12

COUNCIL PRESIDENT

APPROVED AS TO FORM:

By:
Title: Law Director
Date: 3-19-12

COUNTY OF CUYAHOGA, OHIO

"COUNTY"

By:
Title:
Date:

APPROVED AS TO FORM:

By:
Title:
Date: