

REQUEST FOR EXTENSION OF PAID TIME OFF

Name Chad Rutledge Department Highway Dept.
Benefits Eligibility Date August 19th

Total number of (circle one) VACATION PERSONAL days to extend 3
Requested date of extension 45 days

Department Head [Signature]
Signature

THIS REQUEST IS
☒ Approved ☐ Denied

Bd of Commissioners [Signature] Date 9-6-2022
Signature

September 19, 2022

Be it ever remembered on the 19th day of September, 2022, the day set by the Commissioners for the holding of their regular meeting at the Newton County Government Center. Comes now Glen "Butch" Cain and Tim Drenth as the duly elected and active Board of Commissioners. Absent was Kyle D. Conrad. Also present were Auditor Tamra M. James, Commissioners' Assistant Ashley Large and Attorney Pat Ryan.

President Butch Cain called the meeting to order with Tim Myers reciting the pledge to the flag.

Meeting Minutes

Tim Drenth made a motion, second by Butch Cain to approve the Meeting Minutes for September 6, 2022. Motion was passed.

Payroll and Longevity

Tim Drenth made a motion, second by Butch Cain to approve the Payroll and Longevity for September 16, 2022. Motion was passed.

Claims

Tim Drenth made a motion, second by Butch Cain to approve the claims for September 19, 2022. Motion was passed.

NetNitco

Approached Commissioners about projects on the north end of the county. They presented maps to Commissioners to show Grant Projects where they are putting in Fiber Optics in. There will be no Road Cuts, everything will be bored underground and will serve about 70 households. *Tim Drenth made a motion to approve both Road Cut Permits, second by Butch Cain. All in favor, motion passed.*

Newton County Community Services

Holly Porter advised Commissioners they put their new building project up for bid and the lowest bid came back at \$1,495,000. They have just at \$1,300,000.00. Holly is requesting more funding to be able to move forward with the new building. *Butch Cain made a motion to approve up to \$200,000.00, second by Tim Drenth. All in favor, motion passed.*

Pat Ryan wanted it noted in the minutes that because he and Tami James are on that board, no legal advice or opinions were asked for nor given to avoid any conflict of interest.

County Farm Bid

Butch advised they need to remove 1.23 acres from the farm of approximately 144 acres due to the sewer project.

Tim Drenth made a motion to approve +/-143 acres for Farm Bid, second by Butch Cain. All in favor, motion passed.

Recycling

Diane Gonczy advised that the Roselawn site should have a new sign by next week. Someone left an oil drum at the site in Goodland. America Recycles Day is in November so she is working to get something out to the schools to promote that.

Step Ahead

Diane Gonczy then asked Commissioners if she would still be able to get in for an additional of \$5,000.00 for Kids First. Tami James advised Diane it would have to be in by the next Council Meeting.

Purdue Extension

Deb Arseneau gave Commissioners an update sheet. They are fully staffed again, with another starting on October 3, 2022. Deb then was asking about Budget Hearings. She was advised by Tami James.

Building Commissioner

Braden Evans introduced his new Deputy, Jason Cornell.

Butch Cain advised everyone they are trying to come up with an alternative for dog pickups.

Highway

Sharon Domonkos asked Pat Ryan if he had received the email she sent about the ordinances for Stop Signs in Sumava. Pat did get that email. Butch asked Sharon about a couple of signs, including the 2 Private Drives signs.

Jacob Shufflebarger was able to return some of the extra boosters from installing Panic Buttons. There is a mobile version of this for the 4 departments that work out in the field. Jacob asked for Commissioner's consent to use the return money to purchase the supplies for the Mobile Panic Button. Jacob then advised that his department has taken over the mowing.

EMA

Ray Chambers advised Commissioners what happened at the Council Meeting. Council is making a proposal to separate EMA and EMS for 2023. Scott Carlson, Council President, was present to explain and answer any questions about this. Nothing was addressed about salaries. This was based on feedback from employees and the general public. Council Member, Abby Rossiter, was also in attendance and gave her information on this, as well.

Commissioners were upset that there was no documentation and no one had approached them with any issues.

Apex Agreement

Ashley Large presented an agreement from Apex that needed a motion and signatures. ***Tim Drenth made a motion to approve the Apex Benefits, second by Butch Cain. All in favor, motion passed.***

SRI

Tami James discussed our Tax Sale is September 27, 2022. We then have 90 days to turn in anything for Commissioners Certificate Sale. Commissioners had said in the past if there is anything 6 years or older on there, they would take title. That does require a Title Search. Tami needs Commissioners to decide how much they are willing to pay for that. Also, past discussion was to use State Street Title and Newton County Title Company. There was discussion about what to do with these properties, how much search fees would be, etc. There was suggestion that Tami get someone from SRI to come to the next meeting to discuss this.

Drainage Board

Butch Cain advised that they worked very hard on getting a grant for the Lake Village Drainage Project. They won the grant for \$500,000.00. Council gave up to \$400,000.00. They will be starting this soon.

Butch then suggested holding another meeting before the next Commissioner meeting to discuss redistricting. They are looking to find the best date for everyone.


Mowing will be going back to Maintenance Dept. That is what everyone, and Council, agreed would be best.

Pat Ryan


Pat had no new business.

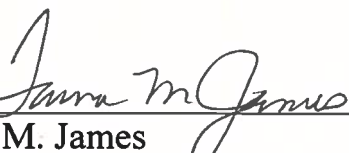
Pat did bring to the table that at the last meeting he was at a month ago, the Library Board was there and brought up that Michael Mark and Attorney Linda Harris were concerned there was a conflict of interest between Becky, from Pat's office and their bond issue. Pat had legal council at ICE MILLER look at everything, and they do not agree with Attorney Harris' and Michael Marks assessment of that. There is no conflict of interest.

Adjournment- Tim Drenth moves to adjourn meeting, second by Butch Cain. All in favor.


Glen "Butch" Cain, President


Kyle D. Conrad


Tim Drenth

Attest: 
Tamra M. James
Newton County Auditor

**ORDINANCE NO. 1.14.19
OF THE BOARD OF COMMISSIONERS
OF NEWTON COUNTY, INDIANA**

**An Ordinance to Establish Newton County, Indiana
as a Broadband Ready Community**

WHEREAS, Newton County seeks to promote private investment in broadband infrastructure and

WHEREAS, Newton County seeks to be designated as a Broadband Ready Community pursuant to IC 5-28-28.5;

THEREFORE NEWTON COUNTY, INDIANA, BY AND THROUGH ITS BOARD OF COMMISSIONERS, ORDAINS AS FOLLOWS:

Newton County herein establishes a procedure to review applications and issue permits for broadband projects, subject and in conformity with the following provisions:

Sec. 1. As used in this chapter, "permit" means any local permit, license, certificate, approval, registration, or similar form of approval required by policy, administrative rule, regulation, ordinance, or resolution with respect to a project

Sec. 2. As used in this chapter, "project" means the construction or deployment of wireline or wireless communications facilities to provide communications services (as defined in IC 8-1-32.5-3) in a unit.

Sec. 3. Notwithstanding any other provision of Newton County's ordinances, regulations, policies or practices, the following shall apply to a project.

Newton County shall:

(a) appoint a single point of contact for all matters related to a project;

(b) establish procedures to allow all forms, applications, and documentation related to a project to be filed or submitted and signed by electronic means;

(c) review and approve or reject all applications for a permit related to a project within ten (10) business days after an application is filed or submitted;

(d) assure that after an application is approved pursuant to subsection (a)(3), any inspections, including any additional necessary approvals, related to a project will occur in a timely and expeditious manner.

Sec. 4. Newton County shall adopt adequate processes and procedures to implement the provisions of Sec. 3. Processes and procedures established hereunder may not do the following:

(a) Require an applicant to designate a final contractor to complete a project;

(b) Impose a fee to review an application or issue a permit for a project;

(c) Impose a seasonal moratorium on the issuance of permits for a project;

(d) Discriminate among communications service providers or utilities with respect to any action described in this section or otherwise related to a project, including granting access to public rights-of-way, infrastructure and poles, river and bridge crossings, and any other physical assets owned or controlled by the County.

This Ordinance shall be in full force and effect from and after its passage.

Adopted by unanimous vote this 14th day of January 2019.

BOARD OF COMMISSIONERS OF
NEWTON COUNTY, INDIANA


Commissioner Tim Drenth, President


Commissioner Kyle Conrad


Commissioner Mickey Read

ATTEST:


Auditor Tami Jackson

Indiana

A State that Works

February 15, 2019

Tim Drenth, President
Newton County Commissioners
4117 S. 240 W., Ste. 100, Morocco, IN 47963
Via email to Tim Myers at ncedc@newtoncounty.in.gov

Re: *Broadband Ready Community Certification for Newton County*

Mr. Drenth,

The Indiana Economic Development Corporation ("IEDC") has reviewed your application for certification as a Broadband Ready Community. Based upon our review of the application and pursuant to Ind. Code § 5-28-28.5, I am pleased to inform you that the IEDC hereby approves your request and certifies Newton County as a Broadband Ready Community. The certification is effective as of the date of this letter.

Becoming certified as a Broadband Ready Community sends a signal to the telecommunications industry that Newton County has taken steps to reduce barriers to broadband infrastructure investment by establishing a permit procedure in compliance with Ind. Code § 5-28-28.5-7. Please note that in order to maintain the certification, Newton County has an affirmative duty to notify the IEDC of any changes to the permit procedure or single point of contact in a timely manner.

The IEDC is pleased to support the investment in broadband infrastructure within Newton County by certifying it as a Broadband Ready Community, and we look forward to working with you to ensure success and continued employment growth in your community. Please contact me at dhsmith@iedc.in.gov or 317-232-8833 if you have any questions.

Sincerely,



Devin Hillsdon-Smith
Director, Interagency Affairs & Redevelopment

Mr. Tim Drenth
2/15/19
Page 2

Broadband Ready Community – Newton County
Point of Contact for Broadband Infrastructure Projects

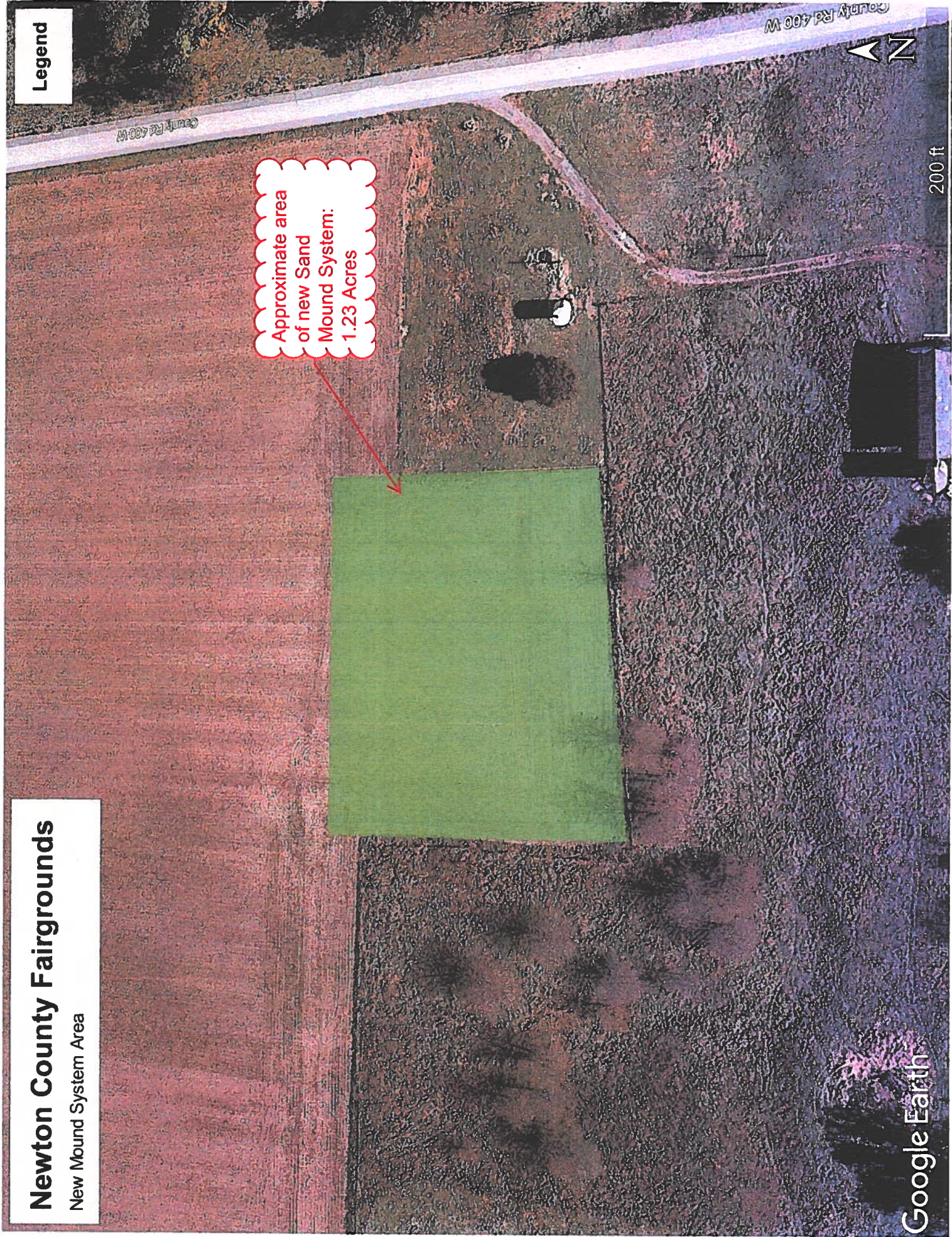
Name: Tim Myers

Title: Director, Newton County Economic Development

Address: 4117 S. 240 W., Morocco, IN 47963

Phone: (888) 663-9866 ext. 2601

Email: ncedc@newtoncounty.in.gov



NAME OF APPLICANT NITCO
 DATE 9/7/22 Permit Number 22-030 PERMIT

**APPLICATION FOR A PERMIT TO CUT INTO COUNTY ROAD
OR COUNTY ROAD RIGHT OF WAY**

AUTHORITY—Commissioner's Record 18 Page 201 June 15, 1959
 Amended—Commissioner's Record 19 Page 399-400 October 1, 1985
 Revised—Commissioner's Record 21 Page 202 April 4, 1995

TO: BOARD OF COMMISSIONERS OF NEWTON COUNTY
 COURTHOUSE
 KENTLAND, IN 47951

LOCATION: START POINT:
 Legal Descrip Sec. 4 Twp. 31 N. Rge 8 W.---Township Name LINCOLN

Exact Location (Road Numbers) 1100N - STARTING AT SRSS
GOING WEST

THE TYPE OF ROAD SURFACE OR COUNTY ROAD RIGHT OF WAY WHERE CUT IS TO BE
 MADE IS ASPHALT

PURPOSE OF OPENING FIBER TO THE HOME PROJECT

NATURE OF OPENING TO BE MADE:
 Opening will be 26.142 feet long in the Road Right of Way.
 Opening will be — feet long in the road surface.
 Opening will be 36 inches deep.

THERE WILL BE NO EXCAVATING FOR OPEN DITCHES ON COUNTY HIGHWAY RIGHT OF
 WAY OF MORE THAN THREE FEET BELOW THE GRADE LINE OF THE CENTER OF ROAD
 UNLESS THE BOARD OF COMMISSIONERS OF NEWTON COUNTY DEEM IT NECESSARY
 FOR DRAINAGE OF THE COUNTY ROAD.

THERE WILL BE NO EXCAVATING, ERECTING POLES OR STRUCTURES AT A DISTANCE OF
 LESS THAN THREE (3) FEET OF A SECTION CORNER, QUARTER SECTION CORNER, OR A
 PROPERTY CORNER.

RESPONSIBILITY: If this application to cut into road surface and roadbed or county road right of way
 is granted, I hereby agree that: ANY OBJECT BEING TRENCHED THROUGH THE ROAD
MUST BE BEDDED IN CLEAN SAND AND COVERED WITH AN APPROPRIATE AMOUNT
OF #53 STONE. THIS IS TO BE COMPACTED AND COVERED WITH A LAYER OF GEO-
GRID AND MORE #53 STONE BEFORE REPLACING THE ASPHALT TO A COMPACTED
DEPTH OF THREE (3) INCHES. If a stone road, after bedding with sand, bring to grade with an
 appropriate amount of #53 stone. The stone is to be compacted even with the top of the traveled road
 surface and maintained at that elevation for a period of four (4) weeks.

I further agree to erect and maintain all necessary barricades and warning lights required to safely direct
 traffic over or around the part of the road where the above described work is to be done so long as the
 work in any way interferes with traffic.

I further agree to move or remove any structures installed under this permit, at applicant's own expense,
 should future traffic conditions or road improvements necessitate and when requested to do so by THE
 BOARD OF COUNTY COMMISSIONERS OF NEWTON COUNTY.

I further agree to assume all responsibility for any injury or damage to persons or property resulting
 directly or indirectly from the work contemplated in this application.

Ordinance 02-22-05-A
 Ordained and Amended the 22nd day of February, 2005.

I further agree to stop said work at any time upon request of THE BOARD OF COUNTY COMMISSIONERS OF NEWTON COUNTY.

I further agree that said work will not interfere with any existing structure along or across said county road, without permission from owner of said structure.

I further agree that all material used in connection with this work will meet the requirements of THE BOARD OF COUNTY COMMISSIONERS OF NEWTON COUNTY.

I further agree to notify the HIGHWAY SUPERINTENDENT OF NEWTON COUNTY preceding the beginning of the work.


CHARGE: ATTACHED hereto payment of a minimum amount of One hundred Dollars (\$100.00) or a fee of Twenty Five Cents (\$0.25) per foot for encroachment upon the County Road or county Road Right of Way whichever is greater, covering the cost of this permit. Check or Bank Draft to be made payable to the Treasurer of Newton County.

Applicant shall notify all public utilities before beginning work.



This application will expire after sixty (60) days if work is not commenced.

FAILURE TO COMPLY WITH THE TERMS OF THIS PERMIT OR FAILING TO APPLY FOR A ROAD CUT PERMIT SHALL SUBJECT YOU TO BE A PARTY OF A FINE UP TO THE SUM OF \$1500.00.

SKETCH


Signature of Applicant

Address: 205 N. WASHINGTON ST.
HEBRON, IN. 46341

	COUNTY COMMISSIONER	DATE
	COUNTY COMMISSIONER	DATE
	COUNTY COMMISSIONER	DATE
	HIGHWAY SUPERINTENDENT	DATE
	COUNTY SURVEYOR	DATE

Ordinance 02-22-05-A

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NEWTON COUNTY, INDIANA

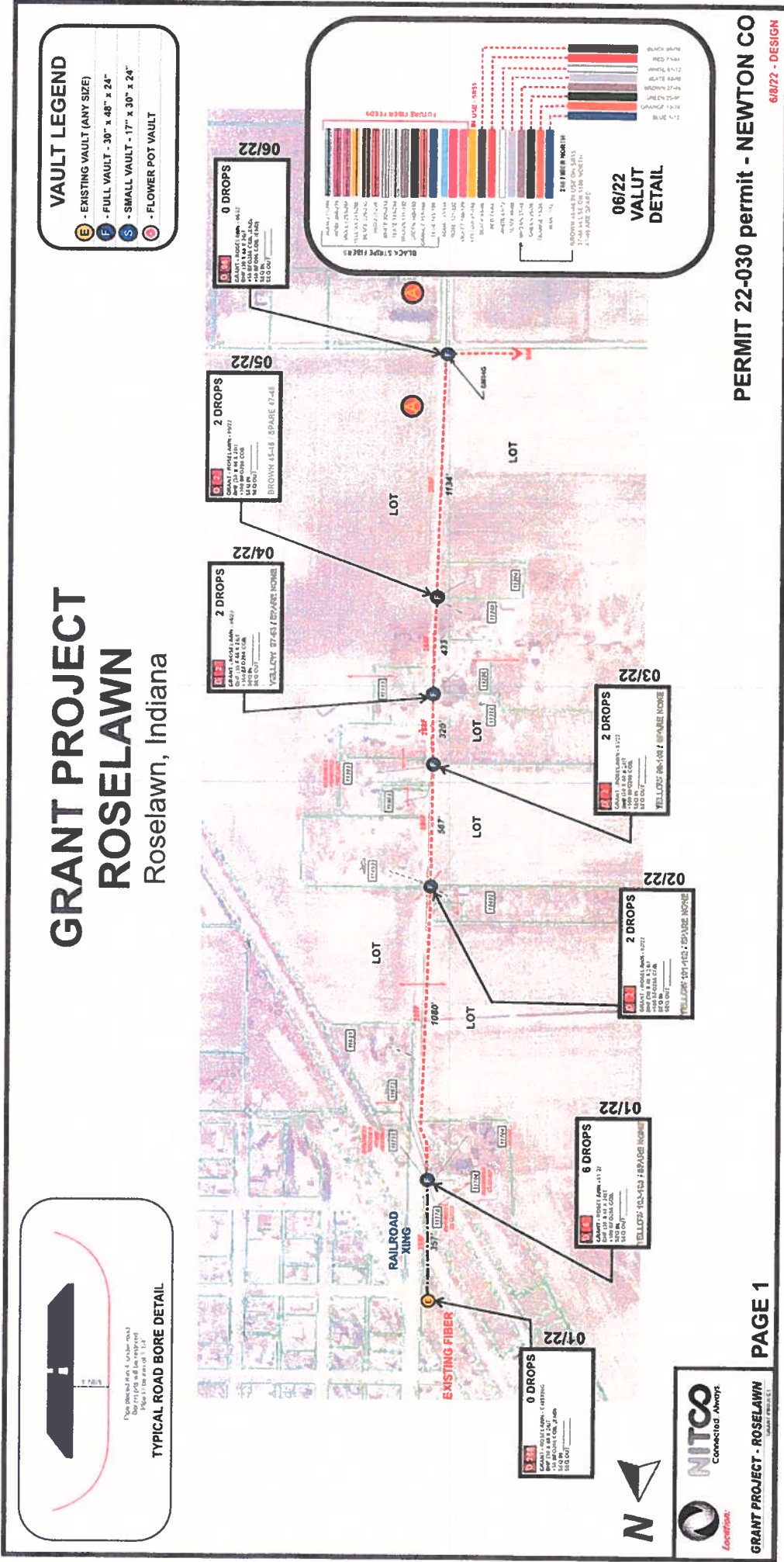

Commissioner Tim Drenth, President

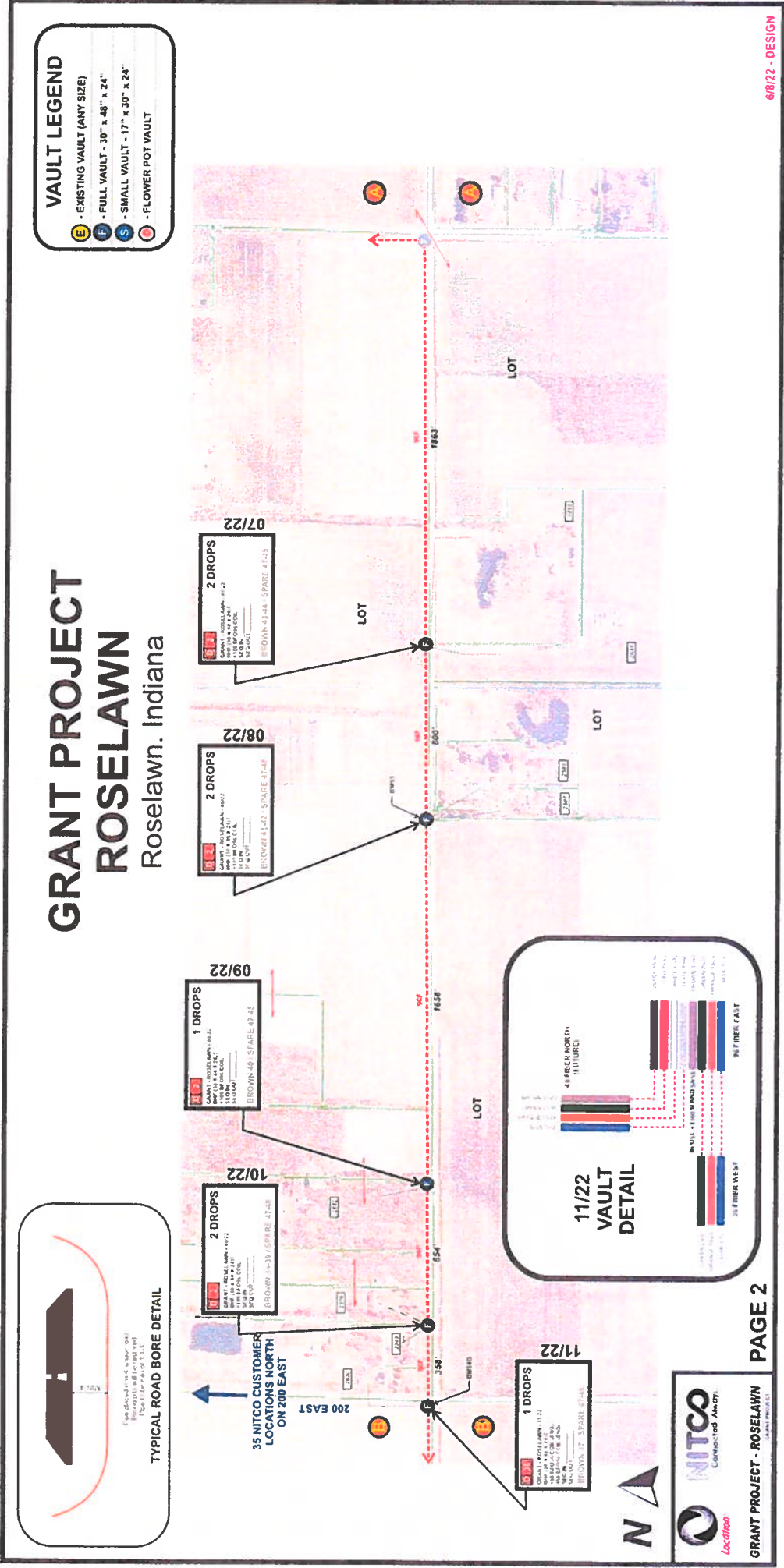

Commissioner Kyle Conrad

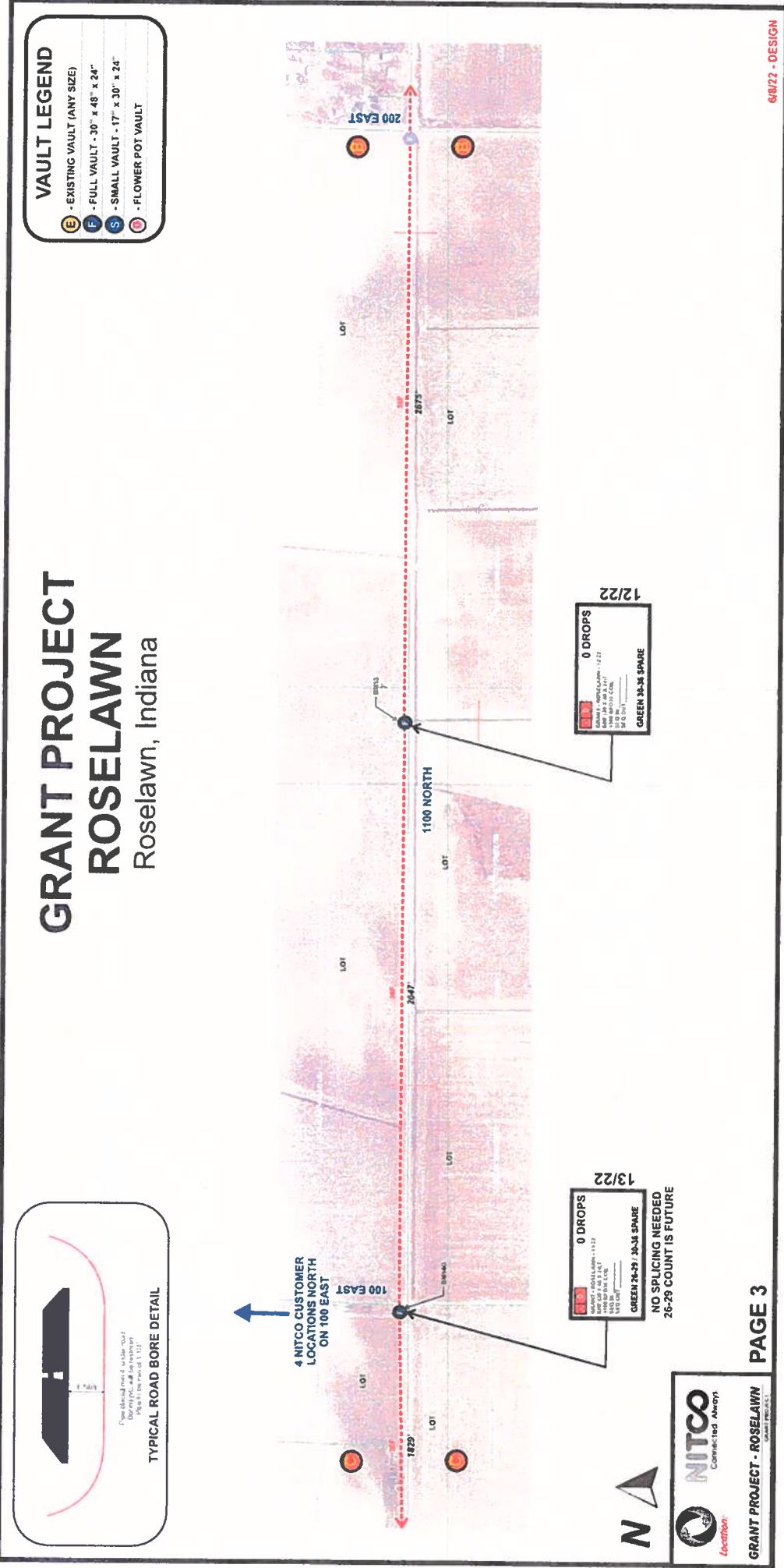

Commissioner Mickey Read

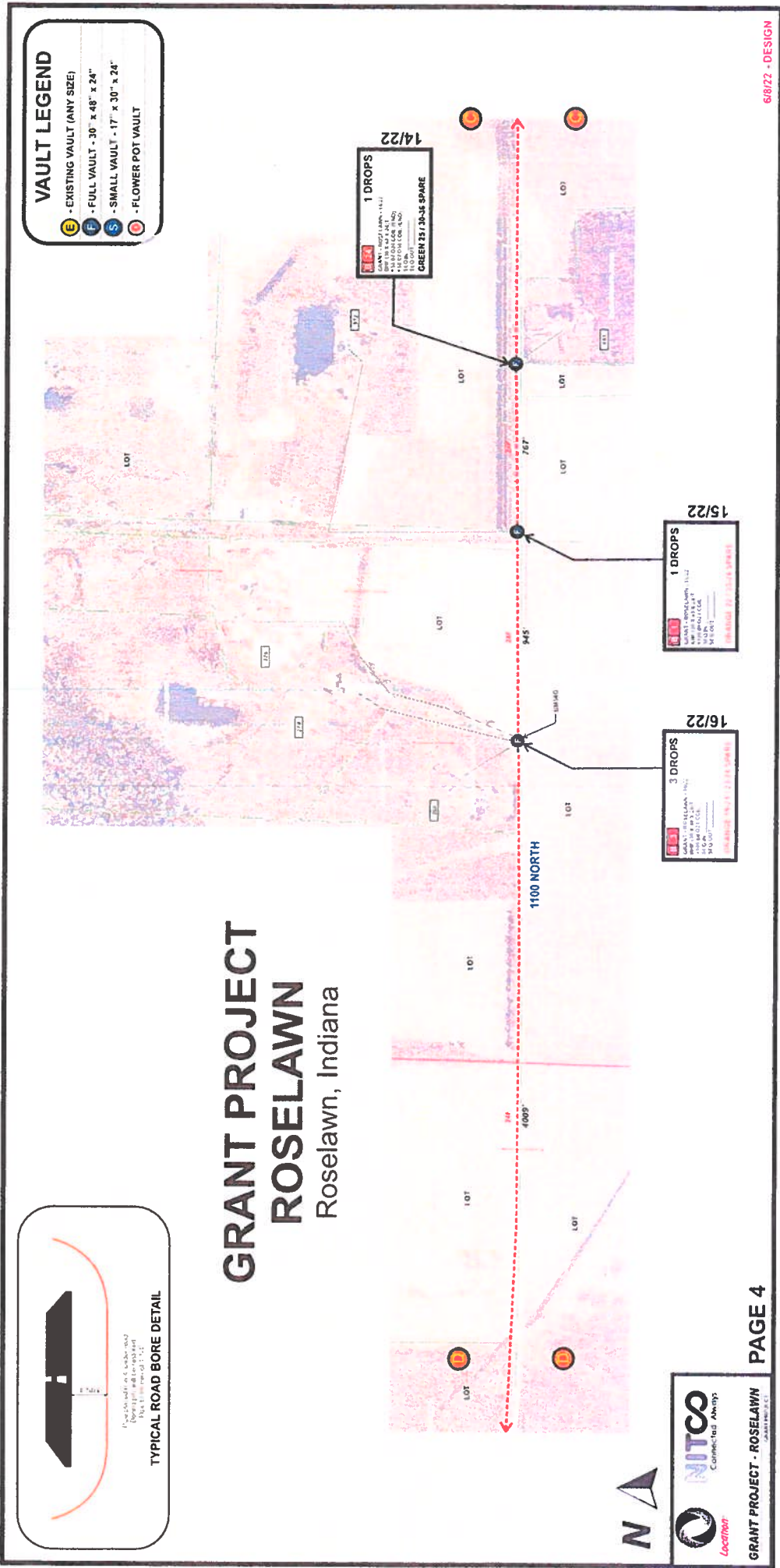
ATTEST:

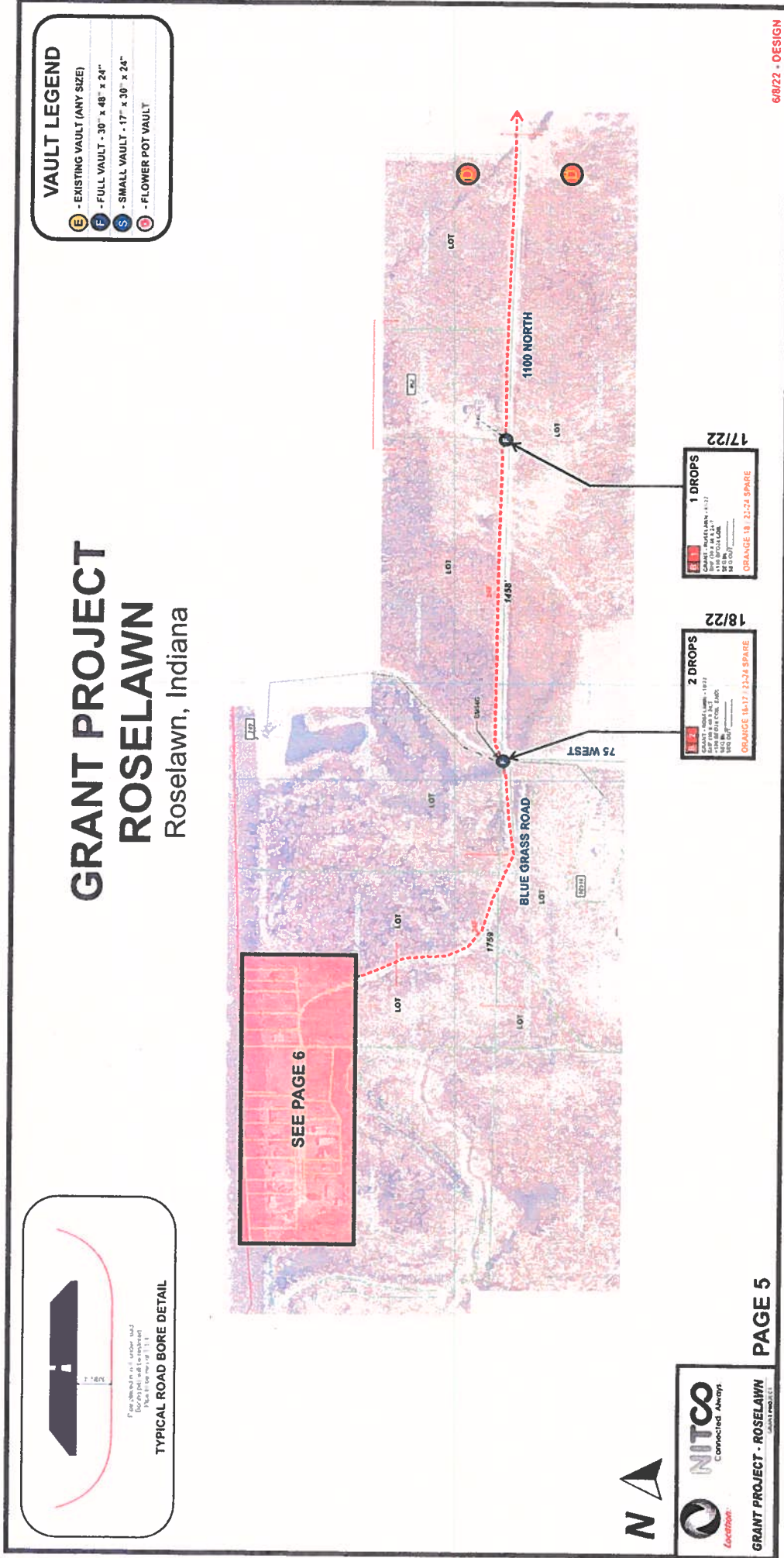

Auditor Tami Jackson

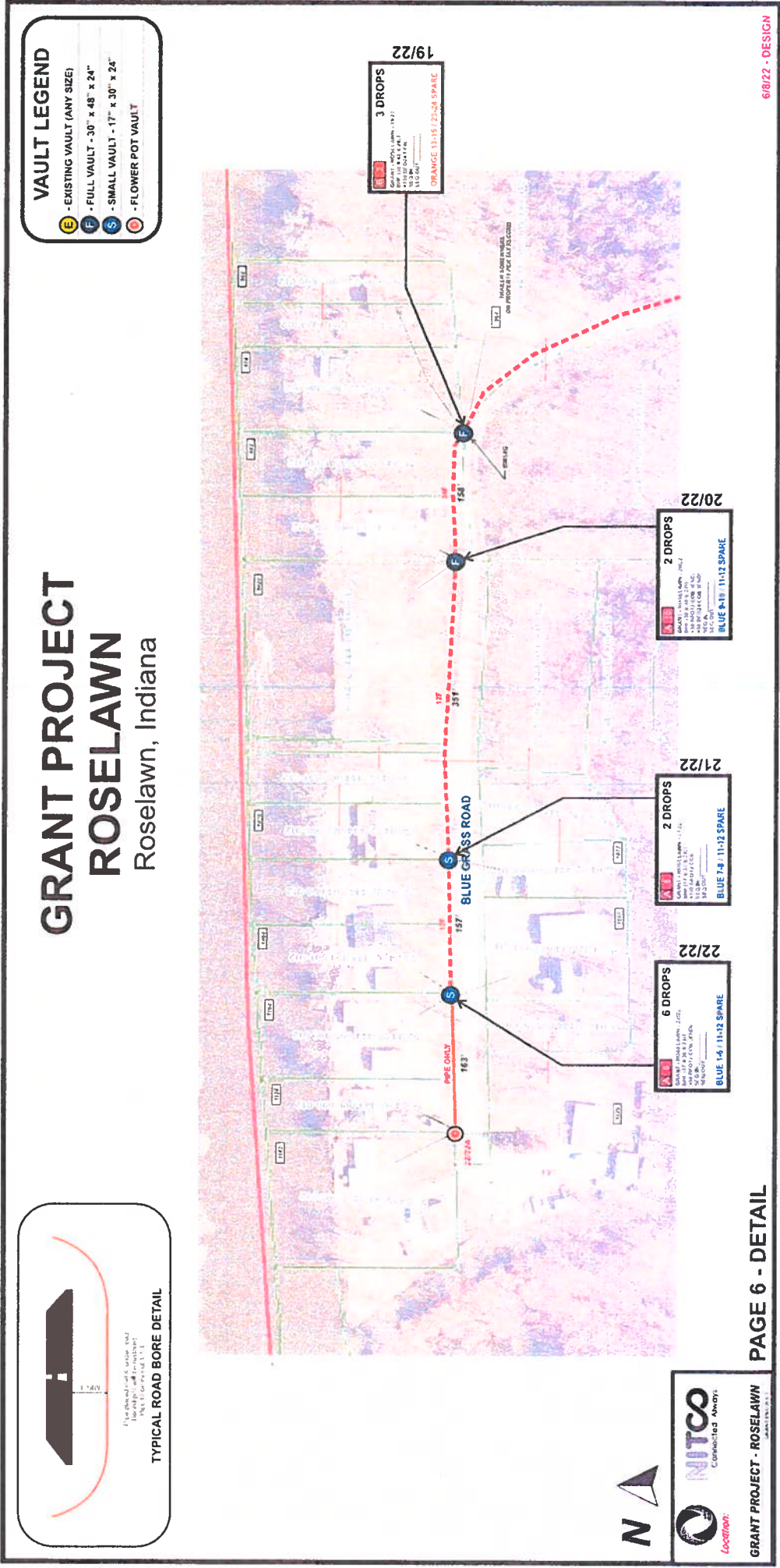












NAME OF APPLICANT

NITCO

DATE

9-7-22

Permit Number

22-029 PERMIT

APPLICATION FOR A PERMIT TO CUT INTO COUNTY ROAD
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AUTHORITY—Commissioner's Record 18 Page 201 June 15, 1959
 Amended—Commissioner's Record 19 Page 399-400 October 1, 1985
 Revised—Commissioner's Record 21 Page 202 April 4, 1995

TO: BOARD OF COMMISSIONERS OF NEWTON COUNTY
 COURTHOUSE
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LOCATION:

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Exact Location (Road Numbers)

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Ordinance 02-22-05-A

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SKETCH

SEE 22-029 PERMIT


Signature of Applicant

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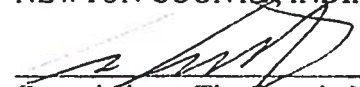
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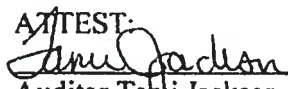
Adopted by unanimous vote this 14th day of January 2019.

BOARD OF COMMISSIONERS OF
NEWTON COUNTY, INDIANA


Commissioner Tim Drenth, President

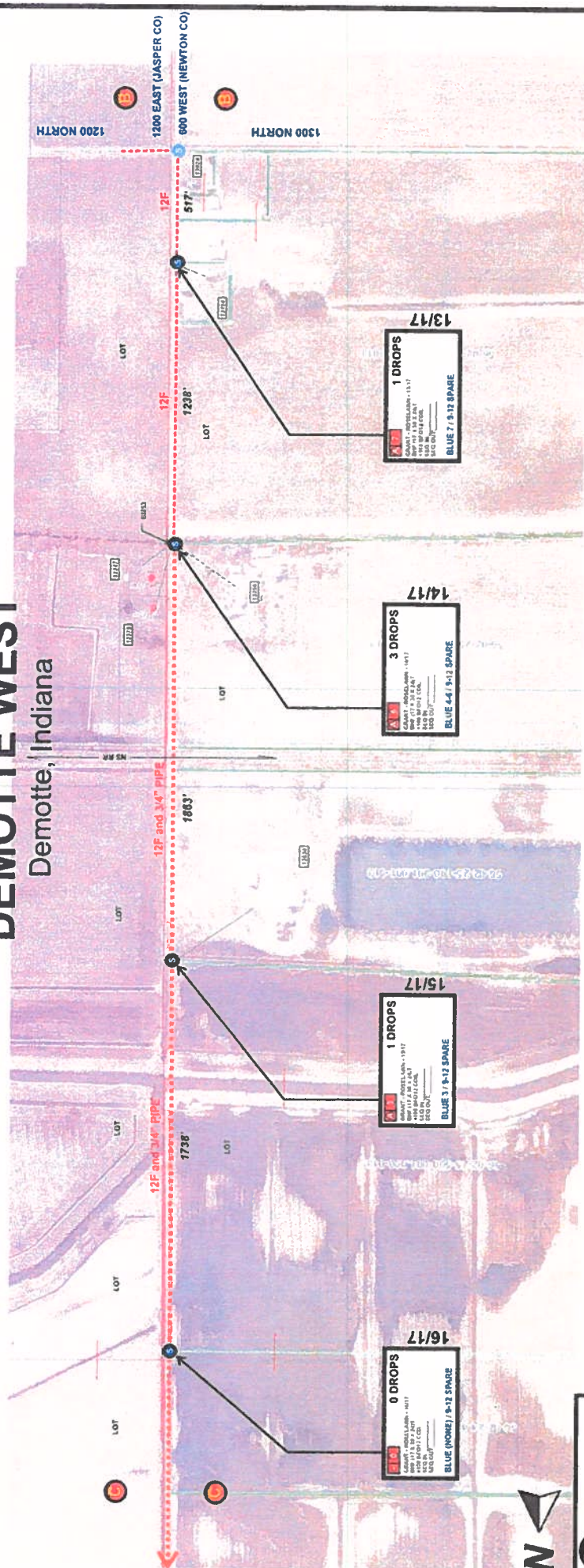

Commissioner Kyle Conrad


Commissioner Mickey Read

ATTEST:

Auditor Tami Jackson

GRANT PROJECT DEMOTTE WEST

Demotte, Indiana



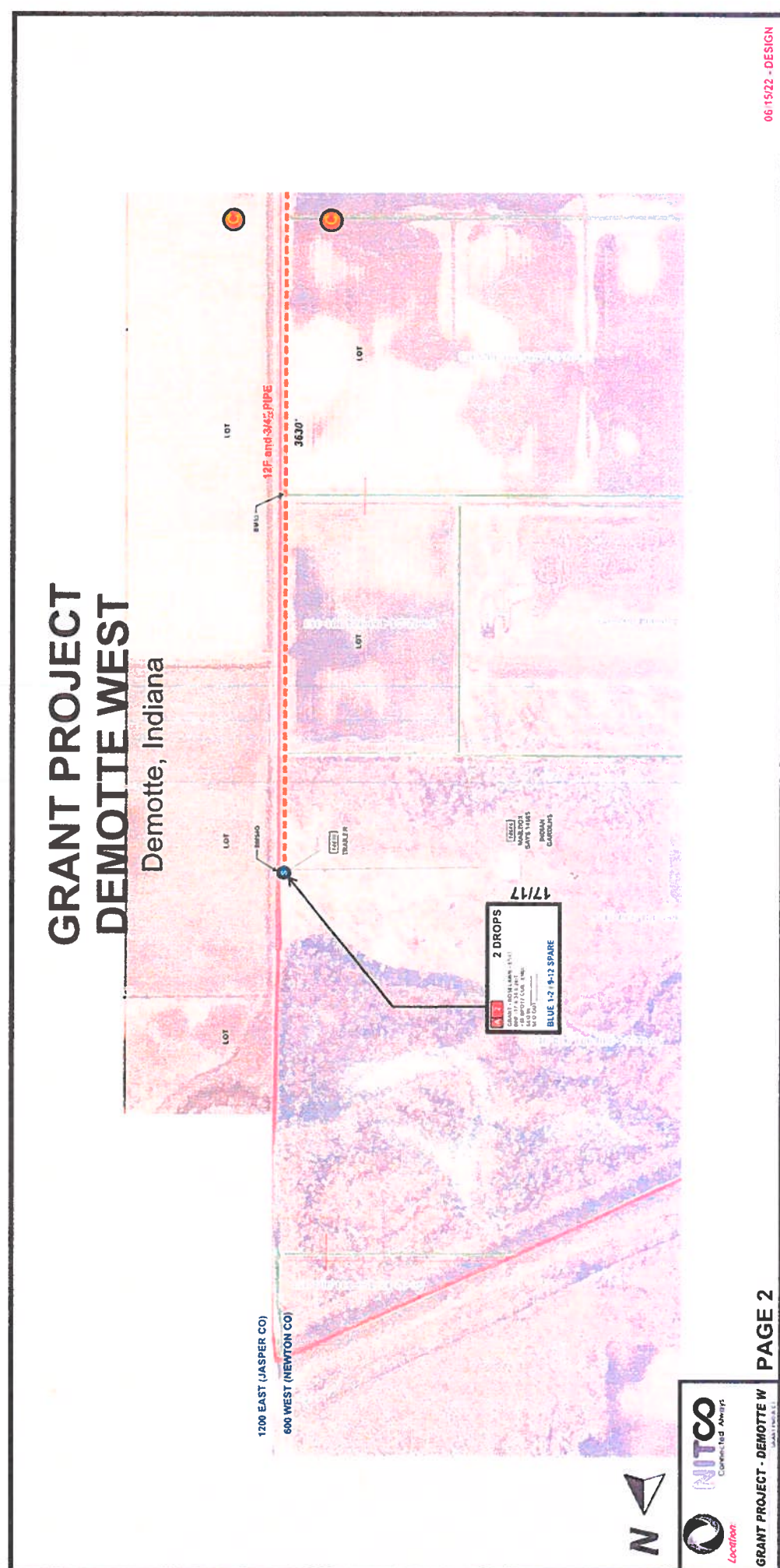
PERMIT 22-029 permit - NEWTON CO
06/15/22 - DESIGN

PAGE 1



NITCO
Connected. Always.

GRANT PROJECT • DEMOTTE W





Copy

February 14, 2022

Tami James
Auditor
Newton County Government
201 North 3rd Street
Kentland, IN 47951

Dear Tami:

At Apex, we are excited to continue our partnership with you and your organization and we thank you for the trust and confidence that you have placed in our firm of professionals.

This Letter of Agreement ("Agreement") confirms the terms under which Newton County Government, an Indiana corporation with its principal place of business at 201 North 3rd Street, Kentland, IN 47951 ("Client") has engaged Apex Benefits Group, Inc. ("Apex") (singularly a "Party" and collectively the "Parties") to perform employee benefit and/or human resource consulting services and to place employee benefit- related insurance risk on behalf of the Client.

The Parties agree as follows:

1. **Effective Date** This Agreement will be effective on January 1, 2022 ("Effective Date").
2. **The Services** Apex agrees to provide the services ("Services") described in Exhibit A ("Apex Benefits Scope of Services") to this Agreement.
3. **Compensation** The Client agrees to pay Apex for its Services according to Exhibit B ("Schedule of Fees") and subject to the payment terms described in the Schedule of Fees.
4. **Best Interest of Client** At all times Apex shall perform its Services on behalf of Client in a manner that represents the best interests of the Client and deliver best-fit solutions from a financially sound carrier at a competitive price in a manner that best represents the expectations of the Client. Apex will not, however, be responsible for the solvency or ability to pay claims of any insurance carrier, HMO, or administrator. Companies with whom the Client's risks are placed will be deemed acceptable to Client in the absence of contrary instructions from the Client.

9400 Priority Way W Dr
Indianapolis, IN 46240
317.254.1600

apexbg.com

Apex if any shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Agreement. Apex shall make such materials available at their respective offices at all reasonable times during this Agreement for inspection by the Client, the State of Indiana, or its respective authorized designees. Copies of all documents shall be furnished at no cost to the Client, if requested.

10. Mutually Agreed Terms and Conditions that Are Not Included in this Agreement

- a. Any provision requiring the Newton County to provide insurance to Apex's employees.
- b. Any provision requiring the Newton County to provide indemnity.
- c. Any provision providing that this Agreement be construed in accordance with laws other than those of the State of Indiana.
- d. Any provision providing that suit be brought in any state other than Indiana.
- e. Any provision providing for resolution of contract disputes.
- f. Any provision requiring the Newton County to pay any taxes regarding this Agreement.
- g. Any provision requiring the Newton County to pay penalties, liquidated damages, interest or attorney's fees.
- h. Any provision modifying the applicable Indiana statute of limitations.
- i. Any provision relating to the time within which a claim must be made in regard to this Agreement.
- j. Any provision requiring payment of consideration in advance of materials or services provided.
- k. Any provision limiting disclosure of the contract in violation of the Access to Public Records Act, IC §5-14-3. This document and related exhibits may be subject to public inspection.
- l. Any provision requiring payment in less than 35 days.
- m. Any provision providing for automatic renewal.

11. Independent Contractor; Workers' Compensation Insurance Apex shall remain an independent contractor in its representation of the Client, and nothing contained in this Agreement shall be construed to create the relationship of employer/employee between Apex and the Client. No part of this Agreement shall be construed to represent the creation of an employment, agency, partnership or

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joint venture agreement between the parties. Neither Party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other Party. Apex shall provide all necessary unemployment and workers' compensation insurance for Apex's employees and shall provide the Client with a Certificate of Insurance evidencing such coverage prior to starting work under this Agreement.

12. Fiduciary Apex shall perform services pursuant to this Agreement in a non-fiduciary capacity. Under applicable federal law, Client is ultimately responsible for establishing the benefits available under the terms of its various benefit programs, as well as the procedures set forth in those programs for determination of eligibility, payment of claims, and review of claim payment and eligibility determinations. Client shall always maintain complete authority and control over its benefit programs. At no time shall such authority, control or fiduciary duty of Client shift to Apex regarding its benefit programs or with respect to management or disposition of Client's employee benefit programs' assets.

Client is responsible to notify Apex as soon as possible of any proposed amendments to the programs' legal documents to the extent that the amendments would affect Apex in the performance of its obligations under the Agreement. Client agrees to submit (or cause its agent, consultants or vendors to submit) all information in its control reasonably necessary for Apex to perform the services covered by the Agreement.

13. Distribution of Written Materials Unless described otherwise in Exhibit A, Client is responsible for providing and distributing all benefit plan documents and materials to its participants as may be necessary or convenient for the operation of the plan or program or as necessary to satisfy the requirements of governing law.

14. Communication with Apex Client will immediately communicate with Apex the name and contact information of the individuals authorized to make decisions on its behalf with respect to its benefit programs and plans and to keep current the contact information of such individuals throughout the term of this Agreement. Client shall communicate with Apex regarding its service expectations, as set forth in this Agreement. Client shall provide Apex with any requested censuses that are necessary for market analysis and carrier renewals, in order to best serve the Client.

15. **Communication with Client's Employees** Client authorizes Apex to communicate directly with its employees, as necessary, in order to assist Client with the day-to-day operations of Clients' benefit programs and plans.

16. **Communication with Client's Representatives** Client authorizes Apex to communicate directly with its representatives and/or contractors, such as any third-party administrator or insurance company hired by Client, as is necessary to assist Client with the administration of its plan, issues arising out of the day-to-day operations of Client's benefit programs and plans. Apex will communicate in writing to Client all material issues brought to its attention.

17. **Client Data As between Client and Apex** Client exclusively owns all rights to data or information related to protected health information, such as claims data, used in performing the Services ("Client Data"). As such, Client shall or has entered into a business associate agreement with Apex and will have or has the right to provide Client Data to Apex. In partial consideration for the Services provided, as well as other good and valuable consideration, Client shall grant Apex a perpetual, royalty-free, revocable, non-transferable license to the Client Data for Apex to perform the Services and for the use of aggregated, de-identified data in benchmark data sets. Client grants this license to Apex to the full extent Client has the right to grant it.

18. **HIPAA Compliance** Apex covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information. The Parties shall refer to the business associate agreement for a complete understanding of the Parties obligations, duties, and responsibilities.

19. **Term and Termination** This Agreement shall remain in effect for one (1) year from the Effective Date.

All commissions and/or fees that are due and payable through the Termination Date remain due and payable directly to Apex after the termination date.

a. **Termination for Convenience** This Agreement may be terminated, in whole or in part, by Client, whenever, for any reason, Client determines that such termination is in its best interest. Termination of services shall be affected by delivery to Apex of a Termination Notice at

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least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. Apex shall be compensated for services properly rendered prior to the effective date of termination. Client will not be liable for services performed after the effective date of termination. Apex shall be compensated for services herein provided but in no case shall total payment made to Apex exceed the original Agreement price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

b. **Termination for Default** With the provision of thirty (30) days' notice to Apex, Client may terminate this Agreement in whole or in part if Apex fails to:

- i). Correct or cure any breach of this Agreement; the time to correct or cure the breach may be extended beyond thirty (30) days if the Client determines progress is being made and the extension is agreed to by the parties;
- ii). Deliver the supplies or perform the services within the time specified in this Agreement or any extension;
- iii). Make progress so as to endanger performance of this Agreement; or
- iv). Perform any of the other provisions of this Agreement.

c. **Termination for Funding Cancellation** If the Newton County Council makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, this Agreement shall be canceled. A written determination by the Client's Auditor that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

If Client terminates this Agreement in whole or in part, it may acquire, under the terms and in the manner, Client considers appropriate, supplies or services like those terminated. Client shall pay the Agreement price for completed services accepted. The rights and remedies of Client in this clause are in addition to any other rights and remedies provided by law or equity or under this Agreement.

20. **Dispute Resolution** Except as to matters of injunctive relief, in the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the Parties shall use their best efforts to settle the dispute, claim, question, or disagreement. In doing so, the Parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to the Parties.

Apex and Client agree to act immediately to resolve any such disputes. The Parties agree that time is of the essence in the resolution of disputes.

Apex agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Agreement that are not affected by the dispute. Should Apex fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by Client or Apex as a result of such failure to proceed shall be borne by Apex, and Apex shall make no claim against Client for such costs.

Client shall not be obligated under any terms or other contractual provisions to participate in any form of mediation or arbitration under any circumstances and shall retain its right to immediately pursue any dispute or breach through litigation.

21. **Venue** If the parties are unable to resolve a contract dispute between them, either party may file an action in a Newton County Court of competent jurisdiction.

22. **Indemnification** Apex agrees to indemnify, defend, and hold harmless Client, its agents, officials, and employees from all third-party claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of Apex and/or its subcontractors, if any, in the performance of this Agreement. Client shall not provide such indemnification to Apex.

23. **Compensation Disclosure**

Apex may be compensated for our work in a variety of ways, including the following:

- a. **Client Fees** Clients pay Apex negotiated fees for handling the clients' insurance consulting needs. Any such fees to be paid by the Client are set forth in Exhibit B of this Agreement.
- b. **Regular Commissions** Insurance carriers with which Apex places business generally pay Apex commissions for the placement or renewal of policies. In most cases, such commissions are calculated as a percentage of the premium paid to the insurance company for the specific policy and are included in a client's premium cost. Occasionally, the commission may be a fixed amount negotiated between the insurer and Apex. In some cases where clients pay Apex fees in connection with the placement and servicing of the client's insurance business, commissions may be credited against any fee to be paid by the client. In the event that this occurs, the arrangement will be detailed in Exhibit B of this Agreement.
- c. **Contingent Commissions and Other Incentive Payments** Some of the insurers that Apex represents grant Apex the opportunity to receive contingent commissions or supplemental income. Unlike regular commissions, contingent commissions and supplemental income are not

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tied to a specific policy, but rather are generally tied to various criteria relating to the overall business Apex places with those insurers, typically measured on an annual basis. Contingent commissions and supplemental income may be based on several factors relating to the business placed by Apex with the insurance company, including growth in premium, loss ratios, total written premium, premium volume, retention of business, profitability, and/or other criteria.

24. **Employment Eligibility** Verification Apex asserts that it agrees to and complies with the duties and responsibilities detailed in Exhibit C of this Agreement.

25. **Insurance**

a. Apex and its subcontractors (if any) shall secure and keep in force during the term of this Agreement the following insurance coverages (if applicable) covering Apex for all claims of any nature which may in any manner arise out of or result from Apex's performance under this Agreement:

i). Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence unless additional coverage is required by Client. Client is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Agreement.

ii). Errors and Omissions liability with minimum liability limits of \$1,000,000 per claim and in the aggregate. Coverage for the benefit of Client shall continue for a period of two (2) years after the date of service provided under this Agreement.

iii). Valuable Papers coverage, available under an Inland Marine policy, is required when any plans, drawings, media, data, records, reports, billings and other documents are produced or used under this agreement. Insurance must have limits sufficient to pay for the re-creation and reconstruction of such records.

iv). Apex shall secure the appropriate Surety or Fidelity Bond(s) as required by applicable state statute.

v). Apex shall provide proof of such insurance coverage by tendering to the County Clerk-Treasurer a certificate of insurance prior to the commencement of this Agreement and proof of workers' compensation coverage meeting all statutory requirements of IC §22-3-2.

b. Apex's insurance coverage must meet the following additional requirements:

i). The insurer must have a certificate of authority or other appropriate authorization to operate in the county in which the policy was issued.

ii). Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of Apex.

iii). Client will be defended, indemnified, and held harmless to the full extent of any coverage secured by Apex in excess of the minimum requirements set forth above. The duty to indemnify Client under this Agreement shall not be limited by the insurance required in this Agreement.

iv). Apex waives and agrees to require their insurer to waive their rights of subrogation against Client.

c. Failure to provide insurance as required in this Agreement may be deemed a material breach entitling Client to immediately terminate this Agreement. Agreement shall furnish a certificate of insurance and all endorsements to Client before the commencement of this Agreement.

26. **Assignment; Successors** Apex binds its successors and assignees to all the terms and conditions of this Agreement. Apex shall not assign or subcontract the whole or any part of this Agreement without the Client's prior written consent.

27. **Authority to Bind Apex** The signatory for Apex and Client represents that he/she has been duly authorized to execute this Agreement on behalf of both Parties and has obtained all necessary or applicable approvals to make this Agreement fully binding upon both Parties when his/her signature is affixed and accepted by the other Party.

28. **Changes in Work** Apex shall not commence any additional work or change the scope of the work until authorized in writing by the Client. The Client shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

29. **Travel** No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions. Expenditures made by Apex for travel will be reimbursed at the current rate paid by Client and in accordance with the Client's County Travel Policies and Procedures, and in accordance with policies set forth by the Indiana State Board of Accounts. Out-of-state travel requests must be reviewed by Client for availability of funds and for appropriateness.

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30. **Waiver of Rights** No right conferred on either party under this Agreement shall be deemed waived, and no breach of this Agreement excused, unless such waiver is in writing and signed by the Party claimed to have waived such right. Neither Client's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Apex shall be and remain liable to Client in accordance with applicable law for all damages to Client caused by the Apex's negligent performance of any of the services furnished under this Agreement.

31. **Work Standards** Apex shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If Client becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Agreement, Client may request in writing the replacement of any or all such individuals, and Apex shall grant such request.

32. **Compliance with Laws**

Apex shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the Client and Apex to determine whether the provisions of this Agreement require formal modification.

Apex certifies by entering this Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory, or judicially required payments to Newton County, and/or the State of Indiana. Apex agrees that any payments currently due to Newton County may be withheld from payments due to Apex. Additionally, further work or payments may be withheld, delayed, or denied and/or this Agreement suspended until Apex is current in its payments and has submitted proof of such payment to the Newton County.

Apex warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by any municipality or within the State of Indiana, and agrees that it will immediately notify the Client of any such actions.

Apex warrants that it and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for Newton County. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of further work with the Client.

33. Condition of Payment All services provided by Apex under this Agreement must be performed to the Client's reasonable satisfaction, as determined at the discretion of the undersigned Client's representative and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The Client shall not be required to pay for work found to be unsatisfactory, inconsistent with this Agreement or performed in violation of any federal, state, or local statute, ordinance, rule, or regulation.

34. Continuity of Services Apex recognizes that the service(s) to be performed under this Agreement are vital to the Client and must be continued without interruption and that, upon this Agreement's expiration, a successor, either the Client or another contractor, may continue them. In this event, the Apex agrees to exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.

35. Debarment and Suspension

a. Apex certifies by entering into this Agreement that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Agreement.

b. Apex shall immediately notify the Client if any subcontractor becomes debarred or suspended, and shall, at the Client's request, take all steps required by the Client to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

36. Default by Client If the Client, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Agreement, Apex may cancel and terminate this Agreement and institute measures to collect monies due up to and including the date of termination.

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37. **Non-Collusion and Acceptance** Both duly authorized Parties attests to Exhibit D.

38. **Licensing Standards** Apex, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by Apex pursuant to this Agreement. The Client will not pay Apex for any services performed when Apex, its employees or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification, or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, Apex shall notify the Client immediately and the Client, at its option, may immediately terminate this Agreement.

39. **Merger & Modification** This Agreement constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

40. **Nondiscrimination** Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, Apex covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics").

41. **Notice to Parties** Whenever any notice, statement or other communication is required under this Agreement, it shall be sent by first class mail or via an established courier / delivery service to the following addresses, unless otherwise specifically advised.

Notices to the Client shall be sent to:
 Newton County Board of Commissioners
 Attention: Glen Cain, President
 4117 South 240 West, Suite 100

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Morocco, Indiana 47963

With a copy to:
Ryan Law Offices
301 East Graham Street
Kentland, Indiana 47951

Notices to Apex shall be sent to:
Apex Benefits Group, Inc.
John Gause
9400 Priority Way W Dr
Indianapolis, Indiana 46240

42. **Payments** All payments shall be made in conformance with the municipal claims process, and pursuant to applicable procedures set forth by the Indiana State Board of Accounts. No payments will be made in advance of receipt of the goods or services that are the subject of this Agreement.
43. **Penalties/Interest/Attorney’s Fees** Client will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney’s fees.
44. **Progress Reports** Apex shall submit progress reports to Client upon request. The report shall be oral, unless Client, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring Client that work is progressing in line with the schedule, and that applicable projects can be reasonably assured of completion on the scheduled date.
45. **Public Record** Apex acknowledges that the County will not treat this Agreement as containing confidential information, and all such documents may be considered public documents available for disclosure pursuant to the Indiana Access to Public Records Act. Use by the public of the information contained in this Agreement shall not be considered an act of Client.
46. **Renewal Option** This Agreement may be renewed under the same terms and conditions, subject to the specific written approval of the Newton County Board of Commissioners.
47. **Substantial Performance** Apex shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

48. **Taxes** Client is exempt from most state and local taxes and many federal taxes. Client will not be responsible for any taxes levied on Apex as a result of this Agreement.

49. **Entire Agreement** This Agreement, its incorporated Exhibits represent the entire agreement of the Parties, and any other warranties or agreements are hereby superseded. Any subsequent modification of its terms shall be in writing signed by both parties.

50. **Severability** If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement that can operate independently of such stricken provision shall continue in full force and effect.

51. **Governing Law** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. The Parties agree that any suit or legal action between them must be brought in the Circuit or Superior Courts of Newton County, Indiana.

52. **Force Majeure** In the event that either party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party ("Force Majeure Event"), the Party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

The Agreement set forth herein is hereby agreed to and accepted this 1st day of January 2022.

Apex Benefits Group, Inc.

Newton County Government

Glen A. Cain

By: Jim Harenberg
Chief Operating Officer

Glen A. Cain

Printed Name

President

Title

Exhibit A – Apex Benefits Scope of Services
Health & Welfare Benefit Consulting Services

Objective Setting

- a. Develop an understanding of Client's current benefit program – including human resource and financial objectives
- b. Conduct interviews with key benefit decision makers to understand the business needs and any gaps or opportunities associated with the benefit program
- c. Conduct periodic employee surveys, as needed, to understand changing employee needs and preferences
- d. Assist Client in establishing or refining business objectives for its employee benefit program

Strategic Planning

- a. Review all current lines of coverage and program elements
- b. Analyze projected health plan costs
- c. Conduct a benchmarking analysis (rates, contributions and program design) to ensure competitiveness of Client's benefits program
- d. Evaluate baseline costs to identify key cost drivers and opportunities for modification
- e. Utilize Analytics projected baseline for population management and current wellness strategies to identify key areas for opportunity
- f. Assist Client with development of a three-year employee strategic benefit plan to accomplish stated business objectives, including review and evaluation of innovative benefit programs to enhance Client's talent acquisition and retention program
- g. Specify near-, mid- and long-term milestones to aid in assessing implementation progress
- h. Review the strategic benefit plan on a regular basis to ensure performance/progress is meeting stated objectives
- i. If adjustments are required, work with Client to identify and implement necessary changes in the strategy

Benefit Program Design

- a. Review current plan documents (SPDs, SBCs and Wrap Documents)
- b. Perform evaluations of program elements including a plan audit review
- c. Evaluate plan funding as to its appropriateness/adequacy and monitor funding levels on a regular basis
- d. Provide program design recommendations based on program evaluations and progress toward meeting strategic plan milestones

Program Performance Monitoring including Analytics Services

- a. Execute carriers/vendor agreements to obtain source data (including medical, Rx, clinic and wellness sources) to populate the Analytics tool
- b. Analyze and provide customized monthly financial reports (e.g., claims vs. premium, P&L, etc.)
- c. Conduct ad hoc assessments as needed – including group and individual level inquiries to impact renewal/carrier negotiation
- d. Perform routine cost projections for all medical/prescription drug/dental/vision benefit plans in comparison with baseline forecasts
- e. Provide IBNR/Lag Reserve projections (quarterly or as needed) and COBRA/premium equivalent rate calculations
- f. Identify and analyze individual, as well as group trends, positively or negatively affecting Client's employee benefit costs and future risk
- g. Identify key cost drivers and evaluate long-term impact
- h. Perform benefit modeling (including both medical and prescription drug plans and stop loss reinsurance)
- i. Analyze quarterly utilization and trends to plan demographic-adjusted (age/gender/geographic) benchmarks
- j. Evaluate the need for new programs or approaches to enhance performance of the Client benefit program
- k. Monitor employee risk profile changes and engage carriers/vendors for outreach, as appropriate

Market Analysis and Carrier/Vendor Evaluation

- a. Based upon the strategic benefit plan and plan performance, determine the most appropriate renewal approach to close program gaps and achieve Client's objectives
- b. Partner with Client on the renewal strategy, taking lines of coverage to market only when no viable options exist with the current carrier/vendor or as requested
- c. Negotiate the renewal and present alternative plan designs offered by current carrier, if necessary, to implement the most cost-effective benefits
- d. Identify innovative, cost containment strategies – incorporating those which are aligned with Client's objectives
- e. Request proposals and evaluate benefit program options in the insurance marketplace at renewal, rate expiration or more frequently, if warranted
- f. Analyze and negotiate, as needed, all carrier renewals/proposed plans to meet Client's objectives balancing health and cost-savings
- g. Prepare and present carrier/vendor market results, providing Client with vendor comparisons and specific recommendations
- h. Complete negotiations with carriers/vendors and secure contracts/agreements to complete the renewal

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Regulatory and Human Resources Compliance Services

- a. Complete a compliance assessment, evaluating Client's policies and health plan programs for regulatory compliance and providing a clear gap correction plan
- b. Review and modify Plan Documents and SPDs for overall compliance
- c. Provide on-going review and support for regulatory and legislative changes, at both the Federal and State levels, that impact Client
- d. Assist with interpretation and understanding of ACA, FMLA, ADA, COBRA, HIPAA, ERISA, Section 125 and other regulatory issues
- e. Provide the web-based ERISA and Health Care Reform compliance tool, Compliance Dashboard
- f. Assist in the completion and provide direction to complete required DOL documents and notifications, and, if necessary, with audits
- g. Perform compliance-related training programs for the Human Resources/Benefits team
- h. Provide assistance with completion of 5500 filings
- i. Inform Client through Legislative Briefs and specific Compliance Alerts regarding how to interpret and apply legislative and regulatory guidance

Client Account Management and Strategic Client Services

- a. Oversee and manage all Apex service activities provided to Client
- b. Schedule, plan and conduct all weekly and monthly service meetings, monitoring meeting frequency and adjusting as Client's needs require
- c. Direct lines of coverage renewals market analysis
- d. Present reports and renewals
- e. Troubleshoot benefit program items needing correction
- f. Review enrollment processes and recommend most efficient method to complete enrollment
- g. Prepare, assist and deliver employee benefit communications to support Open Enrollment
- h. Provide onsite Open Enrollment support at Client's office locations
- i. Act as liaison between Client and carriers/vendors
- j. Assist in resolving escalated carrier/vendor issues

Wellness Program Consulting

- a. Develop an understanding of Client's current wellness program – including population health and participation/engagement objectives
- b. Complete an annual Analytics clinical review and provide recommendations to address gaps and underlying population health risk
- c. Conduct employee wellness needs & interest survey(s) as needed to inform program design and impact
- d. Assist Client in establishing or refining wellness objectives and creating a multi-year wellness strategy

- e. Evaluate Client’s current wellness program, providing programmatic recommendations developed by certified health coaches and healthcare professionals and focused on achieving population health management results
- f. Complete a wellness program compliance assessment with recommendations
- g. Coordinate wellness education and communication activities with Client’s employees, including providing educational content and implementing periodic lunch & learn sessions (offered live or via tele-/web-conference for remote locations) to address health & wellness topics.
- h. Provide oversight/liaise with wellness vendors on behalf of Client
- i. Provide consulting on emerging disease and population health management needs and evaluation of new solutions offered by carriers/vendors

Pharmacy Benefits Consulting

- a. Review pharmacy claim performance/trend and provide PBM program recommendations
- b. Negotiate renewal and present alternative plan designs offered by current carrier, if necessary, to implement the most cost-effective benefits
- c. Pharmacy Benefit cost reduction programs using the Kinetiq Health Pharmacy Benefit Sourcing process to identify substantial cost-savings through enhanced PBM pricing, pass-through of rebates and other cost-offsets, clinical and utilization management and specialty drug cost reduction programs.
- d. Ongoing monitoring of claims and interventions with medical carrier, PBM, providers and/or other solutions to achieve specialty and medical drug savings.

Apex HR and Compensation Consulting

- a. Assist Client with ad hoc human resource policy or procedure and compensation-related questions (typically totaling less than a nominal level of ~5 hours monthly)
- b. For Client-identified HR projects, partner with Client to develop a project charter and, if requested, a proposal to complete the work

Communication Consulting

- a. Complete a comprehensive review of Client’s current communication objectives, strategy and informational/educational resources
- b. Assist Client with development of short and long-term employee benefit communication plan to accomplish defined objectives
- c. Provide template-based communications resources during open enrollment (e.g., Client-specific benefits guide)
- d. Act as a liaison between Client and carriers/vendors to coordinate use of carrier/vendor communication resources
- e. Ongoing review and recommendations to improve communication impact in coordination with Client’s strategic business objectives

In addition to our standard scope of services, clients often request additional services that are specific to their unique needs. The following services are not included in our standard fee. Project work beyond the standard engagement is provided under a separate fee determined by the scope of each individual project.

Wellness Program Consulting

- a. Many Apex clients request customization of their wellness program and include a variety of options to improve employee health. Apex offers our enhanced wellness program (\$2.75 PEPM) and a fully customized option (priced based on selected options) to meet each client's specific needs.
- b. Enhanced Program choices include:
 - o Client-specific educational, behavioral intervention and/or training programs for employees (e.g., smoking cessation, lunch-n-learns, health challenges)
 - o Bio-metric screening, Know Your Numbers, flu shots or other on-site assessment/screening programs
- c. Fully Customized Programs may also include:
 - o On-site health coaching at client locations or telephonic health coaching
 - o On- or near-site clinic implementation, oversight and vendor coordination on behalf of client
 - o On-site fitness classes or weight-loss programs

Apex HR and Compensation Consulting

- c. HR or compensation-related projects that require a substantial, focused effort – beyond the nominal-level effort provided in our standard fee, including:
- d. FMLA policy/procedure review and development/implementation of supervisor training
- e. Substantial employee handbook review/updates to address broad policy changes or gaps
- f. Complete review and update of a client's job levels and titles to align with a new compensation strategy

Communication Consulting

- g. Project- or tactic-based production of client communication materials (e.g., voice-over-PowerPoint supported by viewership analytics/video content, website/social content, direct mail content, broader HR communication campaigns)

Exhibit B –Apex Benefits Fee

Upon execution of the Agreement and through termination Apex will accept the carrier's standard per-employee-per-month premium-based commission as our medical benefit client advisor fee for administering your healthcare benefit, plus standard commissions on all remaining insurance products and ancillary benefits offered within the group benefit program and \$1.50 per paid claim for the application of Apex's Kinetiq Health pharmacy benefit savings solutions.

Apex commits to full transparency on our compensation arrangement so that you will understand what you are paying for the services we provide.

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9400 Priority Way W Dr
Indianapolis, IN 46240
317.254.1600

apexbg.com

Exhibit C –Apex Benefits Fee

As required by IC §22-5-1.7, Apex swears or affirms under the penalties of perjury that Apex does not knowingly employ an unauthorized alien. Apex further agrees that:

A. Apex shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. Apex is not required to participate should the E-Verify program cease to exist.

B. Apex shall not knowingly employ or contract an unauthorized alien. Apex shall not retain an employee or contract with a person that Apex subsequently learns is an unauthorized alien.

C. Apex shall require his/her/its subcontractors, who perform work under this Agreement, to certify to Apex that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Apex agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

Client may terminate for default if Apex fails to cure a breach of this provision no later than thirty (30) days after being notified by Client.

Exhibit D – Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the properly authorized representative, agent, member or officer of Apex. Further, to the undersigned’s knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of Apex, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof.

In Witness Whereof, Apex and Client have, through their duly authorized representatives, entered into this Agreement. The parties, having read and understood the foregoing terms of this Agreement, do by their respective signatures dated below agree to the terms thereof.

APEX: Apex Benefits Group, Inc.

CLIENT: Newton County, Indiana

By: Jim Harenberg, Chief Operating Officer

By: Glen Cain, President