

RESOLUTION APPROVING A PROGRAM AGREEMENT WITH IEN RISK MANAGEMENT CONSULTANTS LLC FOR HEALTH PLAN SUPPORT SERVICES

WHEREAS, Ashtabula County ("County"), as plan sponsor and administrator of its self-funded employee group health plan(s) ("Plan"), seeks to improve cost, quality, compliance, and administration of the Plan; and

WHEREAS, IEN Risk Management Consultants LLC ("IEN") has proposed a health care benefits plan support program (the "Program") that coordinates and manages contractual and functional relationships for multiple interconnected service vendors via IEN's platform (the "Service Gateway"), as more fully described in Attachment A (Program Services) and Attachment B (Service Gateway Vendors) to the proposed Program Agreement (the "Agreement"); and

WHEREAS, the Agreement includes a Business Associate Addendum (Attachment C) to ensure compliance with HIPAA and related regulations and authorizes necessary data sharing (claims, eligibility, and related Plan data) subject to applicable privacy and security laws; and

WHEREAS, compensation under the Agreement is \$79,567.00 annually, payable in twelve (12) equal monthly installments of \$6,630.58, with an automatic three percent (3%) annual increase on each anniversary unless otherwise agreed in writing; and

WHEREAS, the Agreement term commences January 1, 2026, for the Plan year plus one (1) year, automatically renewing for successive one-year terms unless terminated pursuant to the Agreement (including either Party's 90-day annual termination right), and the Agreement states that termination does not terminate the County's obligations as plan sponsor of a self-funded plan; and

WHEREAS, the Agreement provides that fees are paid with employer assets (and not Plan assets as that term is used under ERISA), and that IEN may utilize certain subcontractors to deliver services via the Service Gateway; and

WHEREAS, the Prosecuting Attorney (or designee) has reviewed the Agreement as to form, including provisions regarding confidentiality, intellectual property, indemnification/limits of liability, dispute resolution (AAA arbitration in Ashtabula County, Ohio), governing law (Ohio), and required statutory terms, and finds it acceptable; and

WHEREAS, the Board finds that entering into the Agreement will support strategic planning, procurement coordination, analytics, compliance support, vendor management, employee communications, enrollment support, and related services necessary to effectively administer the County's Plan;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, Ashtabula County, Ohio, that:

1. Approval of Agreement. The Board hereby approves the Program Agreement between Ashtabula County and IEN Risk Management Consultants LLC, effective January 1, 2026, including Attachment A (Program Services), Attachment B (Service Gateway Vendors), and Attachment C (Business Associate Addendum), substantially in the form presented to the Board, together with any non-material revisions approved by the Prosecuting Attorney.
2. Compensation; Funding Source. Compensation shall be \$79,567.00 annually, billed monthly at \$6,630.58, subject to a 3% annual increase on each anniversary date unless otherwise agreed in writing.
3. Authorization to Execute. The President of the Board, on behalf of the Board of Commissioners of Ashtabula County, is authorized to execute any and all necessary documents.

4. HIPAA/Data Sharing. The Board approves the Business Associate Addendum (Attachment C) and authorizes the County's third-party administrator and other relevant vendors to share Plan eligibility/claims data with IEN as necessary to perform the Services, subject to HIPAA and all applicable privacy and security laws. IEN shall require its subcontractors with access to such data to comply with equivalent protections.
5. Term; Termination. The Board acknowledges the Agreement's term, renewal, and termination provisions, including either Party's right to terminate effective at the end of the Initial Term or any Renewal Term with ninety (90) days' prior written notice, and other termination rights stated in the Agreement.
6. Procurement/Compliance. The Board finds that approval of this Agreement is in the best interest of the County and complies with applicable provisions of the Ohio Revised Code for contracts of this nature, including R.C. 307.86 et seq. where applicable, and any purchasing policy requirements, and further acknowledges that certain service-specific vendors accessed through the Service Gateway may be separately contracted or authorized consistent with law and County policy.
7. Effective Date. This Resolution shall take effect and be in force immediately upon adoption.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2025-484

November 04, 2025

**RESOLUTION APPROVING A PROGRAM AGREEMENT WITH IEN RISK
MANAGEMENT CONSULTANTS LLC FOR HEALTH PLAN SUPPORT SERVICES**

Upon the motion of Kathryn L. Whittington, seconded by Casey R. Kozlowski.

VOTE:

J.P. Ducro IV

Aye

Casey R. Kozlowski

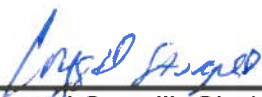
Aye

Kathryn L. Whittington

Aye

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.


Crystal Sturgill, Clerk of the Board *Acting*
Board of County Commissioners
Ashtabula County, Ohio

PROGRAM AGREEMENT

THIS PROGRAM AGREEMENT (this “Agreement”) dated as of January 1, 2026 (the “Effective Date”), is entered into by and between IEN Risk Management Consultants LLC (“Program Architect”) and Ashtabula County (“Client”), as plan sponsor of the group health plan(s) designated by Client as being subject to this Agreement (collectively, the “Plan”). Program Architect and Client may, hereinafter, be referred to individually as a “Party” and collectively as the “Parties”.

The Parties hereby agree as follows:

1. Services. Program Architect is offering a health care benefits plan support program (the “Program”), which is described in detail in Attachment A (the “Services”). The Program will generally include the coordination and management of contractual and functional relationships for multiple interconnected businesses on the Program Architect platform (the “Service Gateway”). Program Architect will provide many of the Services, but it may rely on other subcontractors to assist. The vendors on the Service Gateway that may assist the Program Architect with Services are listed in Attachment B. In order to enable cost-efficient plan services to Client, Program Architect may from time to time make additions and/or changes to the vendors on the Service Gateway, which changes may be made without the need to amend this Agreement. Client acknowledges that it may not receive Services from all vendors on the Service Gateway.

2. Participation in the Program. Client is a plan sponsor and plan administrator for the Plan and is contracting under this Agreement to support and facilitate the administration of its Plan for the benefit of Client’s employees and their dependents eligible to participate in the Plan (“Members”). Client desires to engage Program Architect to provide the Services on the terms and conditions of this Agreement and the Attachments. Client agrees to perform Client’s responsibilities as described in this Agreement and the Attachments. Client further acknowledges and agrees that the termination of this Agreement under Section 5 below will not result in termination of the Plan or Client’s obligations as the sponsor of a self-funded group health plan, and Client will be solely responsible for any claims to be paid following any termination date, consistent with the terms of the Plan, except to the extent payable by insurance properly secured by Client apart from the terms of this Agreement.

3. Compensation for Services. Client shall pay Program Architect the fees in the amounts and pursuant to the procedures set forth on Attachment A. Client will pay such fees with employer assets, and not with funds considered Plan assets under ERISA (including, but not limited to, funds that originated from employee payroll deductions).

4. Client and Member Data. Client agrees to authorize its third party administrator to share any and all Member claims and eligibility data with Program Architect in order to permit performance of the Services, subject to the limitations set forth in the business associate agreement. All information received by or disclosed to Program Architect with respect to Client or its Members in connection with the performance of Services under this Agreement shall be protected by Program Architect in accordance with all applicable law, including without

limitation HIPAA and all regulations promulgated thereunder, and Program Architect shall cause each vendor on the Service Gateway to contractually agree to protect such information in accordance with all such applicable statutes and regulations. In furtherance of the above, the Parties agree to the terms of the Business Associate Addendum attached hereto as Attachment C. Notwithstanding the foregoing, Program Architect shall be permitted to use any and all data received from, or gathered on behalf of, Client pursuant to this Agreement for purposes of benchmarking, health plan monitoring and improvement, and improving Program Architect's products and services, so long as such usage complies with applicable federal and state law. Upon termination of this Agreement, the return of Client's data shall be made pursuant to the terms of the Business Associate Addendum between the Parties.

5. Term and Termination.

- 5.1 Term. Unless earlier terminated in accordance with the terms hereof, the term of this Agreement shall commence on the Effective Date and shall extend for a term of one (1) year after the end of the then-current Plan year (the "Initial Term"). Thereafter, the term shall automatically renew for successive one (1) year periods (each a "Renewal Term") until terminated in accordance with the terms hereof.
- 5.2 Annual Termination Right. Either Party may terminate this Agreement at the end of the Initial Term or any Renewal Term by providing written notice of termination to the other Party at least ninety (90) days before the end of such term.
- 5.3 Material Breach; Insolvency. Either Party may terminate this Agreement: (a) upon thirty (30) days prior written notice in the event of a material breach of this Agreement by the other Party, provided that the breaching Party shall have the opportunity to cure the breach within such thirty (30) day period and avoid termination; or (b) immediately in the event the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- 5.4 Immediate Termination for Non-Compliance. Program Architect may immediately terminate this Agreement upon notice to Client in the event that Client (i) fails to obtain or maintain any license, registration or approval necessary to perform under this Agreement or to otherwise operate a health plan, or (ii) commits fraud, misappropriation, malfeasance, or any illegal act affecting Program Architect.
- 5.5 Immediate Termination for Misconduct. Program Architect may immediately terminate this Agreement upon notice to Client in the event that Client engages in fraud, material misrepresentation, misappropriation, malfeasance, illegal conduct or similar behavior that negatively impacts

Program Architect or any of its subcontractors, whether financially, reputationally or otherwise.

5.6 Effect of Termination. In the event of termination of this Agreement, Program Architect shall be compensated for Services properly rendered prior to the effective date of termination in accordance with this Agreement. The provisions of Sections 6 through 29 shall survive termination of this Agreement.

6. Ownership of Documents. All documents, records, programs, data, film, tape, articles, memoranda, and other materials, including but not limited to protected health information (PHI) as that term is defined under HIPAA (collectively, "Documents") provided to Program Architect on behalf of or by a Member shall remain, as between the Parties, the property of Client.

7. Audits. Program Architect acknowledge that it may be required to submit to an audit of funds paid and Services provided through this Agreement to the extent Client or its Plan is subjected to an audit by such an applicable regulatory agency. Program Architect agrees to cooperate with Client in the event of such an audit and to, with at least ten (10) days prior written notice, allow its relevant books and records to be inspected by such regulatory agency.

8. Confidential Information. "Confidential Information" means written or oral information considered proprietary by reasonable persons in the normal course of business according to any applicable industry standards, including but not limited to technical processes, data of any sort, client lists, fee schedules, PHI, marketing information, etc., provided by one Party ("Provider") to the other ("Recipient") hereunder. Except for PHI, no information can be Confidential Information if: (1) it is or becomes publicly available through no fault of Recipient; (2) Recipient receives such information without an accompanying confidentiality obligation from a third party who had the right to provide it; or (3) Recipient independently develops it without use of or reference to the Provider's Confidential Information. Except as provided for in this Agreement or as otherwise agreed to in writing by Provider, Recipient shall only disclose Confidential Information to members of Recipient's organization on a need-to-know basis and only to those individuals who are legally obligated to maintain the Confidential Information in confidence and to use it only internally and for purposes in furtherance of this Agreement and shall not make any disclosure of Recipient's Confidential Information to anyone other than its employees, agents, advisors (e.g., auditors and legal counsel) and/or subcontractors who have a need to know such Confidential Information to perform its obligations or exercise its rights under this Agreement. Recipient shall notify such employees, agents, advisors and/or subcontractors of their confidentiality obligations with respect to Provider's Confidential Information and shall require its employees, agents, advisors and/or subcontractors to comply with these obligations. Recipient shall require every subcontractor with access to Provider's Confidential Information to execute a written non-disclosure agreement containing restrictions at least as protective of Recipient's Confidential Information as those set forth in this Agreement. Recipient will hold and protect Provider's Confidential Information with the same degree of care that it uses with its own information of like importance, but in no event less than a reasonable standard of care. The Parties' obligations under this Section 9 shall survive the termination or expiration of this

Agreement for a period of three (3) years after such termination or expiration or until such time as required by applicable law.

9. Program Architect Intellectual Property.

- 9.1 Client acknowledges that Program Architect has or will develop during the term of this Agreement, certain proprietary intellectual property (collectively, the "Program Architect IP"). Client agrees that during the term of this Agreement, and at all times thereafter, as between the Parties, Program Architect shall own the Program Architect IP, any modifications, customizations or enhancements to the Program Architect IP created by Program Architect at Client's request, and all relevant documentation and all patent, copyright, trademark and other proprietary rights of any kind associated therewith, whether registered or not. Client may not, under any circumstances attempt, or knowingly permit or encourage others to attempt to de-compile, decipher, disassemble, reverse engineer, or otherwise decrypt the Program Architect IP.
- 9.2 During the term of this Agreement, Program Architect shall provide Client with credentials to access online portal(s) through which Client may access data analysis, reports and other information developed by Program Architect and/or its subcontractors. Client agrees to limit portal access its employees with a need to know the information contained therein and to otherwise protect the credentials as Confidential Information of Program Architect.
- 9.3 Client shall not, and shall not permit any user to, directly or indirectly, use Program Architect software, materials or other Services for any unlawful or unauthorized purpose or to compete with any Program Architect service.
- 9.4 Upon Termination, all Program Architect IP and other materials of any kind or nature provided by Program Architect and then in Client's possession shall be promptly returned to Program Architect.

10. No Granting of License. Client acknowledges that all Intellectual Property provided to Client by Program Architect (including, without limitation, marketing materials) and all trade names, service marks, trademarks and logos that are used by Program Architect (the "Program Architect Marks"), and such other trade names, trademarks and logos as hereinafter may be designated by Program Architect in connection with its business, are the unique Program Architect IP. No license is granted by this Agreement with respect to the Program Architect Marks. In all cases, Program Architect shall retain all rights, title and ownership interests in all Program Architect Marks. Notwithstanding the foregoing, however, Program Architect hereby grants Client a limited, revocable, non-exclusive license to use certain Program Architect Marks identified by Program Architect during the term of this Agreement. Client agrees that its right to use the Program Architect Marks under this Agreement is conditioned upon Client taking

reasonable steps to assure that the nature and quality of its activities carried out under the Program Architect Marks are consistent with commercially reasonable and industry appropriate standards that will be established by Program Architect from time to time during the term of this Agreement. All materials utilized by Client and developed by Program Architect in connection with its obligations pursuant to this Agreement must be approved in advance by Program Architect, constitute Program Architect IP and may be used by Client only in connection with Client's obligations pursuant to this Agreement. Program Architect hereby approves use of Program Architect Marks in Plan communications to Members, including annual enrollment materials and summary plan descriptions without the need for further advance approval.

11. Indemnification; Disclaimer of Damages; Limitation of Liability

11.1 Client hereby agrees to indemnify, defend and hold harmless Program Architect, its officers, directors, employees and Service Gateway vendors ("Program Architect Indemnitees") from and against any and all liability, expense (including court costs and attorney's fees) and claims for damages of any nature whatsoever ("Losses"), whether direct or indirect, which Program Architect Indemnitees may incur, suffer or become liable for or which may be asserted or claimed against Program Architect Indemnitee because of a breach by Client of this Agreement, or the Business Associate provisions contained herein, or negligent acts or omissions by Client, including but not limited to, statutory violations by Client, or its officers, directors, employees.

Program Architect hereby agrees to indemnify, defend and hold harmless Client, its agents, employees, officers and directors from and against any Losses, whether direct or indirect, which Client may incur, suffer or become liable for or which may be asserted or claimed against Client because of a breach by Program Architect of this Agreement, or the Business Associate provisions contained herein, or errors or omissions by Program Architect, including but not limited to, statutory violations by Program Architect, or its officers, directors, employees or Service Gateway vendors.

11.2 In no event shall either Party be liable to the other Party or to any third party for any special, exemplary or incidental damages (including lost or anticipated revenues or profits relating to the same) arising from or relating to this Agreement or the subject matter hereof, whether based in contract, tort (including negligence) or otherwise, even if such Party is advised of the possibility or likelihood of the same.

11.3 Notwithstanding any other provision of this Agreement to the contrary, except for any breach of Section 8 (Confidential Information) hereof, the total liability, in the aggregate, of any Program Architect Indemnitee to Client for any and all claims, losses, costs or damages of any nature whatsoever arising out of this Agreement shall in no event exceed the total

amounts paid by Client to Program Architect hereunder during the 12 months immediately preceding any event giving rise to such liability. (If such liability arises during the initial 12 months of the Agreement, a good faith estimate shall be made of the fees expected over the initial 12-month period.) For any breach of Section 8 (Confidential Information) hereof, the total liability, in the aggregate, of Program Architect Indemnitees to Client for any and all claims, losses, costs or damages of any nature whatsoever arising out of this Agreement shall in no event exceed the total amounts paid by Client to Program Architect hereunder during the 24 months immediately preceding any event giving rise to such liability.

- 11.4 Except as expressly set forth herein, neither Party makes any warranties, express or implied, with respect to Services performed or the work product provided under this Agreement, including without limitation any implied warranties of merchantability and fitness for a particular purpose, to the fullest extent permitted by law.

12. Compliance with Laws; Fiduciary Status. Client and Program Architect shall each comply with all applicable federal, state and local laws, ordinances, regulations, rules and codes, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 USC 1320(d) and 45 CFR 160-164 and the Employee Retirement Income Security Act of 1974, as amended from time to time. Program Architect will perform the Services in a professional and workman-like manner in accordance with such standards of professional ethics and practice as may, from time to time, be applicable in the community. Client acknowledges that it, and not Program Architect, has the sole responsibility for ensuring its Plan Document, Summary Plan Document, and any other documents are in compliance with applicable law. Client further acknowledges that Program Architect does not provide legal or accounting advice. Finally, Client acknowledges that Program Architect is not intended to be the named fiduciary, as that term is defined in Section 3(21) of ERISA, of Client's group health plans.

13. 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 a natural disaster or decrees of governmental bodies not the fault of the affected Party ("Force Majeure Event"), then performance of such obligation shall be excused for the period of such delay. The Party who has been so affected shall immediately give notice to the other Party and shall do everything possible to resume performance and to mitigate damage to the other Party. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended.

14. Assignment; Successors. Each Party binds its successors and assigns to all the terms and conditions of this Agreement. Either Party may, by written notice to the other Party, assign this Agreement to a successor to all or substantially all of its business to which this Agreement pertains, whether by asset sale, merger, change of control or otherwise.

15. Notices. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent by certified mail, return receipt requested to the attention of and to the addresses indicated below.

If to Client:

Ashtabula County
c/o BOC/HR
25 W. Jefferson Street
Jefferson, OH 44047

If to Program Architect:

IEN Risk Management Consultants LLC
c/o COO & Office Manager
1084 Walnut Blvd
Ashtabula, OH 44004
matt@ienrisk.com

16. Independent Contractors. In performing the Services herein specified, Program Architect is acting as an independent contractor, and neither Program Architect nor any of its staff shall be considered employees of Client. It is agreed and acknowledged by the Parties that, as an independent contractor, Program Architect retains the right to contract with and provide its services to entities and persons other than Client and its Members, and nothing in this Agreement shall be interpreted as limiting or restricting that right in any way. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the Parties hereto, and nothing herein contained shall be construed to authorize either Party to act as an agent for the other.

17. Client Capacity. The Parties to this Agreement acknowledge that Client is executing this Agreement in its capacity as plan sponsor/plan administrator of a welfare benefit plan.

18. Governing Law. This Agreement shall be governed in all respects by the laws of the State of Ohio without regard to its conflict of laws provisions.

19. Dispute Resolution. Resolution of disputes regarding this Agreement shall be subject to good faith negotiation between the Parties. Any dispute, controversy or claim that in any way relates to this Agreement and that cannot be resolved by the agreement of the Parties within sixty (60) days of negotiations shall, on the written demand of either Party delivered to the other Party, be determined and settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Arbitration procedures shall take place in Ashtabula County, Ohio. Any arbitration under this Agreement shall be conducted before a neutral arbitrator to be selected in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Any award rendered by the arbitrator shall be final and binding on the Parties and any judgment on such arbitration award may be enforced in any court

of competent jurisdiction. Nothing in this paragraph shall prevent a party from seeking or obtaining equitable relief from a court of competent jurisdiction, whether before, during or after arbitration proceedings. The arbitrator may, in the award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.

19.1 The Parties recognize that Client is a county entity, and as such, the restrictions on invalid contract terms and conditions provided under Ohio Revised Code Section 307.901 apply, any clause contained in this contract to the contrary notwithstanding.

20. Waiver. Waiver or forbearance by either Party or the failure by either Party to claim a breach of any provision of this Agreement or exercise any right or remedy provided by this Agreement or applicable law shall not be deemed to constitute a waiver with respect to any subsequent breach of any provision hereof.

21. Severability. In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby and the Parties agree to replace such invalid, illegal or unenforceable term or provision with an enforceable and valid arrangement that, in its economic effect, shall be as close as possible to the invalid, illegal or unenforceable term or provision.

22. Entire Agreement. This Agreement, including all Attachments and any exhibits hereto (all of which are incorporated herein by reference), contain the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations and understandings between the Parties related to such subject matter. This Agreement may be amended, or any term hereof modified, only by a written instrument duly executed by both Parties.

23. Amendment. This Agreement may be amended at any time by a written amendment signed by or on behalf of the Parties by their duly authorized representatives.

24. Third Party Beneficiaries. This Agreement shall be construed to confer no rights whatsoever on any third parties, including Members or other individuals or entities.

25. Cooperation between the Parties. The Parties recognize that, during the term of this Agreement and for some period thereafter, certain risk management issues, claims or actions may arise that involve or could potentially involve the Parties and their respective employees and agents. The Parties further recognize the importance of cooperating with each other in good faith when such issues, claims or actions arise to the extent that such cooperation does not violate any applicable laws, cause breach of any duties created by any policies of insurance, or otherwise compromise the confidentiality of communications of information regarding the issues, claims or actions. The Parties shall cooperate in good faith, using their best efforts, to address such risk management and claims handling issues in a manner that strongly encourages full cooperation between the Parties.



26. Counterparts. This Agreement may be executed by the Parties by exchange of signature pages by mail, facsimile, or email (if email, signatures in Adobe PDF or similar format) in two (2) or more counterparts, each of which will be deemed an original and all of

which will together constitute the same instrument.

27. Interpretation. The section headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. As used in the Agreement, the words "include" and "including" are terms of enlargement meaning "include (without limitation)" and "including (without limitation)," respectively, and do not denote exclusivity, and the words "will," "shall," and "must" are equivalent and denote a mandatory obligation or prohibition, as applicable. This Agreement will be fairly interpreted in accordance with its terms and, as each Party acknowledges, the benefit of counsel in the drafting and negotiation thereof will not be construed in favor of or against any Party.

28. Remedies. All rights and remedies under this Agreement are cumulative and, except as specifically provided herein, are not exclusive of any other rights or remedies provided under this Agreement, under applicable laws, or in equity. The Parties acknowledge that there may be circumstances where money damages would not be sufficient compensation for a breach of this Agreement. No remedy made available to any Party under this Agreement is intended to be exclusive of any other remedy, and each remedy will be cumulative and in addition to any other remedy provided.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date first above written.

PROGRAM ARCHITECT	CLIENT: Ashtabula County
By: 	By: 
Print Name: Brye Heinbaugh	Print Name: <u>JP Duvors IV</u>
Print Title: Chief Executive Officer	Print Title: <u>President</u>
Date: <u>10/31/2025</u>	Date: <u>11-4-25</u>

ATTACHMENT A
PROGRAM SERVICES

A. Services

Program Architect will provide Client access to a series of services, contracts, and technology that seek to simplify acquisition of benefit services for the Plan.

- **STRATEGIC & ACCOUNT SERVICES**
 - Create employee benefits strategic plan across all lines of coverage
 - Full-service day-to-day account management of benefit programs (health, dental, vision, life, etc.)
 - Create long term planning for future renewals
 - Evaluation, quality assurance and consulting services
 - Facilitating RFP processes to vendors, networks, TPAs, suppliers, programs, and solution sets for creating a health plans that drives effective results and outcomes.
 - Cost Savings Analyses and other Reporting
 - Plan installation and resolution of escalated issues
 - Provide Client (and third-party brokers and consultants who represent them) with issue escalation services to support resolution of complex account issues that arise.
 - Support services related to negotiating, implementing, and coordinating Service Gateway vendors that provide services to the Plan.
 - Group contracts with third-party solutions that seek to secure lower pricing, simplified access, enhanced contractual terms, or other benefits for Client's Plan.
 - Support services related to best practices for architecting, implementing, overseeing, and optimizing the Plan to both reduce the cost and improve the quality of the Plan.
 - Assist in the negotiation and oversight of direct contracts with providers
 - Independent vendor contract review for adherence to reasonable contracting standards and best practices.
 - Develop cross-stakeholder master implementation and/or renewal schedules and project plans based on quality standards and best practices.
 - Health plan data warehouse, interchange, and analytics services and technology.
- **ENROLLMENT**
 - Employee enrollment meetings
 - Collection and review of enrollment materials

- Enrollment communication to carrier
- Enrollment communication campaign
- EMPLOYEE COMMUNICATION
 - Benefits engagement & education campaigns
 - Concierge Hotline
 - ID Cards, mailers, and other communications
- COMPLIANCE RESOURCES
 - COBRA
 - ACA 1094/1095 Filing Services, if applicable (printing & postage not included)
 - Plan Document creation and support
 - 5500 Filing, if applicable
 - Annual Compliance Notice Distribution
 - Transparency in Coverage, CAA, ERISA, Non-Discrimination Testing
 - Plan Notices and Disclosures

Such services may also include the operational and contractual facilitation and coordination of Service Gateway vendors and other vendors in the following areas:

- Stop-loss insurance
- Pharmacy benefit management services
- High-value primary care services
- Third-party administration, claims adjudication and payment services
- Services to procure and deliver specialty medications
- Services to provide infusions and other clinically-administered medications and treatments, as well as other healthcare services at preferred rates
- Access to direct contracts maintained by Program Architect and others
- Other services relevant to the improvement of the cost and quality of benefits

Program Architect shall also address changes and/or adjustments that may be necessary or advantageous for each instance of use of the Service Gateway for any given plan sponsor. The Service Gateway vendors and descriptions of their services are set forth in Attachment B.

B. Client's Responsibilities

- Cooperate with Program Architect in implementing the Services.

- To the extent permitted by and subject to applicable privacy laws, make available such reasonable information and data as required for the conduct of Services, including de-identified claims data. Client will use best efforts to ensure that Program Architect is provided data that is as current as possible.
- Provide timely, complete and accurate eligibility information in the form and manner requested by Subscriber's plan administrator and any other plan vendors. Subscriber agrees to provide timely, complete and accurate updated information about the eligibility of a qualified beneficiary or eligible dependent of a qualified beneficiary, including, but not limited to changes in address, death or disability, and divorce or separation.
- Client, if it so elects, may support Program Architect's member marketing and communication initiatives (e.g., email campaigns and onsite marketing) as reasonably requested by Program Architect.
- As agreed to by the Parties, Program Architect may distribute to Members marketing and promotional materials explaining the Program to Members for the Services on a periodic basis during the term of the Agreement.
- Client agrees to notify Program Architect as soon as possible of any proposed amendments to Client's plan legal documents to the extent that the amendments would affect Program Architect in the performance of its obligations under this Agreement.
- Client (or its designee, if applicable) shall be responsible for compliance activities and filings, including without limitation, those relating to matters commonly referred to as Section 125 documentation, ERISA wrap documents, PCORI fees, Section 1095 reporting, CAA mental health parity analysis and ERISA non-discrimination tests.

C. Compensation

Beginning on the Effective Date, Client agrees to pay the following fees which are included in and form a part of Client's monthly payments. Amounts payable shall be indicated in monthly notices sent to Client from the third-party administrator.

- The Client agrees to compensate the Consultant an annual fee of **Seventy-Nine Thousand Five Hundred Sixty-Seven Dollars (\$79,567.00)** for services rendered under this Agreement.
- This fee shall be paid in **twelve (12) equal monthly installments of \$6,630.58**, payable within **thirty (30) calendar days** of receipt of a monthly invoice issued by the Consultant.
- Beginning on the first anniversary of the Effective Date, and on each subsequent anniversary thereafter for the duration of this Agreement, the annual consulting fee shall automatically increase by **three percent (3%)** over the prior year's rate to account for inflation and service cost adjustments, unless otherwise agreed in writing by both parties.
- Program Architect may receive standard commissions from your non-medical benefit providers (dental, vision, life, disability insurance, etc.). Such commissions will be

disclosed to Client upon review of those plans and every year thereafter.

- If any statements or undisputed balances remain unpaid for more than ninety (90 days), Program Architect may cease to perform services until satisfactory arrangements have been made for the payment of the unpaid statements and future fees.
- In the event Client requires services outside of this Agreement, Program Architect will never invoice Client without first obtaining consent based upon an agreed upon fee.

ATTACHMENT B
SERVICE GATEWAY VENDORS

Summaries of services provided by Solutions included under this Agreement are available at the link set forth below. These summaries include varying terms, such as pricing, offering summaries, and key terms from underlying agreements between Health Rosetta and each Solution. Subscriber agrees to be bound by the terms of these agreements, including all payment terms. Detailed summaries of such underlying agreements and underlying agreements are available to Subscriber to review upon demand at www.healthrosetta.org/solution_terms. Health Rosetta may from time to time make additions and/or changes to the Solutions or Solution Services.

Gateway Vendor	Pricing Model	Summary of Services
Diathrive	\$45 Per Program Participant Per Month Savings per participant guarantee in first year over 2-year basis with 100% of fees at risk	Comprehensive diabetes management program comprised of (i) Diathrive's proprietary diabetes management systems and technologies, (ii) all required equipment, and (iii) diabetes-related testing supplies.
ConnectDME	Based on individual equipment	Durable Medical Equipment products and services from a network of quality equipment manufacturers and suppliers at cost effective rates, typically at or below Medicare rates
Heritage Biologics	Based on drugs provided	Specific biologic drugs administered in an at-home setting at reduced cost, sourced from a variety of sources.
Specialty Care Management	Varies based on case rates and services provided.	Outpatient dialysis claim review and repricing or claim review and administration, including review for repricing under current Medicare laws, regulations and guidelines.
Green Imaging	Based on individual CPT codes and providers	Radiology services at reduced rates across the country
Rx 'n Go	Based on drugs provided	Mail Order Drug Program

ViCare	Per Session Rates	Behavioral health services through contracted providers to support managing serious behavioral health issues (anxiety, depression and stress) and multiple chronic conditions.
Quest Select	Varies by service & Quest location	Provides direct access and preferred pricing to laboratory services at all Quest Laboratories locations.
Coral Health	4% transaction fee w/ \$4,000 cap	Platform that provides access to direct pay and bundled pricing for a wide range of care, primarily surgical care.
Health Rosetta	\$5.00 PEPM	Access to services, contracts, analytics, compliance support, and technology that simplify adoption and analyze plan performance.
RxManage	Varies by drugs prescribed	Mail Order International Drug Sourcing Program

ATTACHMENT C
BUSINESS ASSOCIATE ADDENDUM

THIS BUSINESS ASSOCIATE AGREEMENT ADDENDUM (“Addendum”) supplements the Agreement made by and between Ashtabula County (“Covered Entity”), and IEN Risk Management Consultants LLC (“Business Associate”) (Covered Entity and Business Associate are each referred to herein as a “Party,” and collectively the “Parties”), and is effective as of the date of the Agreement (the “Effective Date”).

WHEREAS

A. The Covered Entity is subject to, and must comply with, the provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) as amended from time to time including Sections 13400 through 13424 of the Health Information Technology for Economic Clinical Health Act (the “HITECH Act”) and the corresponding Standards for Privacy of Individually Identifiable Health Information (the “Privacy Rule”), Security Standards for the Protection of Electronic Protected Health Information (the “Security Rule”), and the Notification in the Case of Breach of Unsecured Protected Health Information (the “Breach Notification Rule”), each of which are incorporated herein by reference and shall collectively be referred to as the (“HIPAA Rules”).

B. Business Associate is a contractor that provides services to the Covered Entity and that the Covered Entity deems to be a “business associate” under the Privacy Rule and/or Security Rule.

C. Business Associate is subject to, and must comply with, certain provisions of the Privacy Rule, the Security Rule and the Breach Notification Rule, as required by the HITECH Act.

D. Business Associate acknowledges that the Covered Entity must comply with HIPAA and its corresponding regulations, and that in order to achieve such compliance, the Agreement must contain certain satisfactory assurances that Business Associate will appropriately safeguard Protected Health Information and Electronic Protected Health Information (collectively referred to herein as “PHI”) that it receives from, or creates or receives on behalf of, the Covered Entity.

E. The Covered Entity seeks certain assurances from Business Associate, and Business Associate wishes to provide such assurances to the Covered Entity, to help it achieve and maintain compliance with the Privacy Rule, Security Rule and Breach Notification Rule.

F. By this Addendum, the Covered Entity and Business Associate wish to supplement the terms and conditions of the Agreement to include provisions required by the HITECH Act, the Privacy Rule, the Security Rule and the Breach Notification Rule in order to bring the relationship between the Parties into compliance therewith.

Now therefore, for and in consideration of the mutual covenants and agreements contained herein, the Covered Entity and Business Associate agree as follows:

ARTICLE I
DEFINITIONS

Unless otherwise defined herein, terms used in this Addendum have the same meanings as those terms defined in the Privacy Rule (45 C.F.R. § 160.103 and § 164.501), the Security Rule (45 C.F.R. Parts 160, 162 and 45 C.F.R. § 164.304), and the Breach Notification Rule (45 C.F.R. § 164.402).

ARTICLE II
PERMITTED USES AND DISCLOSURES OF PHI

Pursuant to the Agreement, Business Associate provides health care benefits plan support services (“Services”) for the Covered Entity that may involve the use and/or disclosure of PHI that may be obtained from Covered Entity. Except as otherwise specified herein, Business Associate may use or disclose such PHI only in accordance with the Privacy Rule and Security Rule (as applicable) and only to perform those functions, activities or services for, or on behalf of, the Covered Entity as specified in the Agreement, provided that use or disclosure would not violate (i) the Privacy Rule or Security Rule if done by the Covered Entity or (ii) the minimum necessary policies and procedures of the Covered Entity.

Business Associate may use PHI created or received by Business Associate on behalf of Covered Entity if necessary for the proper management and administration of Business Associate or to carry out Business Associate’s legal responsibilities. Business Associate may disclose PHI created or received by Business Associate on behalf of Covered Entity if necessary for the proper management and administration of Business Associate or to carry out Business Associate’s legal responsibilities, if (i) the disclosure is required by law, or (ii) Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that (1) the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person; and (2) the Business Associate will be notified of any instances of which the person is aware in which the confidentiality of the information is breached.

ARTICLE III
RESPONSIBILITIES OF BUSINESS ASSOCIATE

With regard to its use and/or disclosure of PHI, Business Associate agrees to do the following:

3.1 Use. Business Associate agrees to use and/or disclose PHI only as permitted or required by this Addendum or as otherwise required by law.

3.2 Safeguards. Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI it creates, receives, maintains or transmits on behalf of Covered Entity, and that reasonably prevent the use or disclosure of the PHI except as described in this

Addendum. Business Associate shall comply, as applicable, with the requirements of the Security Rule.

3.3 Reporting to Covered Entity. Business Associate will report to the Covered Entity within the time period(s) required under the HIPAA Rules any Security Incident or use or disclosure of PHI of which it becomes aware that is not permitted or required by this Addendum.

Notwithstanding the foregoing, pings, port scans, and similar routine attempts on Business Associate's firewall that are successfully blocked shall not require any reporting except as set forth below due to the infeasibility of recording and reporting all such pings, port scans, and other routine events. Both Covered Entity and Business Associate agree that this Business Associate Agreement shall constitute the documentation, notice and written report of such unsuccessful attempts at unauthorized access or system interference as required above and by 45 C.F.R. Part 164, Subpart C and that no further notice or report of such attempts will be required. If any such Security Incident results in a disclosure not permitted by this Agreement, including a Breach or potential Breach of Covered Entity's Unsecured Protected Health Information, Business Associate will make a report in accordance with the provisions set forth below.

3.4 Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect known to it resulting from a use or disclosure of PHI in violation of the terms of this Addendum.

3.5 Agents. Business Associate agrees to require all of its subcontractors and agents that create, receive, maintain or transmit PHI under the Agreement to agree, in writing, to adhere to the same restrictions and conditions on the use and/or disclosure of PHI and to implement the same safeguards to protect PHI that apply to Business Associate. Business Associate agrees to make available to Covered Entity at its reasonable request documentation evidencing its subcontractors' and agents' agreements described in the preceding sentence.

3.6 Access to Records. Except as protected by state or federal privilege, Business Associate agrees to make available all records, books, agreements, policies and procedures relating to the safeguards implemented and the use or disclosure of PHI to the Secretary of the Department of Health and Human Services (the "Secretary"), in a time and manner designated by the Secretary, for the purpose of determining the Parties' compliance with the Privacy Rule, Security Rule, Breach Notification Rule and/or the Enforcement Rule.

3.7 Documentation of Disclosures. Business Associate agrees to document the disclosures of PHI and information related to those disclosures that would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. Business Associate agrees to provide the Covered Entity with documentation of all of Business Associate's disclosures of PHI as and to the extent reasonably requested by Covered Entity to permit the Covered Entity to respond to an Individual's request for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

3.8 Access to Designated Record Set. Business Associate agrees to provide access to the Covered Entity, or to an Individual or an Individual's designee as directed by the Covered Entity, to PHI contained in a Designated Record Set in the time and manner designated by the Covered Entity. If an individual requests an electronic copy of PHI maintained electronically in a Designated Record Set, Business Associate agrees to provide access to the Covered Entity, or to an Individual or an Individual's designee as directed by the Covered Entity, to PHI in a readable electronic form and format as agreed to by the Covered Entity and the Individual, with respect to the PHI maintained electronically in a Designated Record Set.

3.9 Amendments to Designated Record Set. Business Associate agrees to make any amendment(s) to PHI contained in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526.

3.10 Minimum Necessary. Business Associate agrees to request from the Covered Entity, and disclose to its subcontractors, agents or applicable third parties, only the minimum PHI necessary to fulfill a specific function required or permitted hereunder.

3.11 Covered Entity's Obligations under the Privacy Rule. To the extent that Business Associate is to carry out one or more of the Covered Entity's obligation(s) under the Privacy Rule, Business Associate agrees to comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligation(s).

3.12 Breach Notification. Business Associate shall, following the discovery of a breach of Unsecured PHI, notify Covered Entity of such breach without unreasonable delay and in no event later than sixty (60) calendar days after discovery of the breach. When notifying Covered Entity, Business Associate shall include, to the extent possible, the identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the breach.

3.13 De-identification. Business Associate may use PHI to de-identify the information in accordance with 45 C.F.R. § 164.514. The parties agree that de-identified information does not constitute PHI and is not subject to the terms of this Addendum.

ARTICLE IV

RESPONSIBILITIES OF THE COVERED ENTITY

With regard to the use or disclosure of PHI by Business Associate, the Covered Entity hereby agrees to do the following:

a. Inform Business Associate of any changes in, or revocation of, an Individual's consent or authorization to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

b. Notify Business Associate of any restriction to the use or disclosure of PHI in its notice of privacy practices to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

c. Request Business Associate to use or disclose PHI only in a manner permissible under the Privacy Rule or Security Rule if done by the Covered Entity.

ARTICLE V **TERM AND TERMINATION**

5.1 Term. This Addendum shall become effective on the Effective Date and shall continue in effect until all of the PHI provided by the Covered Entity to Business Associate, or created or received by Business Associate on behalf of the Covered Entity, is (i) destroyed and documentation of such destruction is provided to the Covered Entity, (ii) returned to the Covered Entity or (iii) if it is infeasible to return or destroy such PHI, until protections are extended to such information in accordance with **Section 5.3**.

5.2 Termination by the Covered Entity for Cause. Upon the Covered Entity's knowledge of a material breach of this Addendum by Business Associate with respect to the Privacy Rule, the Covered Entity shall provide Business Associate an opportunity to cure the breach or end the violation and terminate this Addendum and the Agreement if Business Associate does not cure the breach or end the violation within the time period specified by the Covered Entity, or immediately terminate this Addendum and the Agreement if Business Associate has breached a material term of this Addendum and cure is not possible.

5.3 Effect of Termination. Except as otherwise provided in this **Section 5.3**, Business Associate agrees to return or destroy all PHI received from the Covered Entity, or created or received by Business Associate on behalf of the Covered Entity, upon termination of this Addendum for any reason. Business Associate also agrees to provide the Covered Entity with documentation of the destruction of PHI. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate. In the event that Business Associate determines that returning or destroying PHI is infeasible, Business Associate shall provide the Covered Entity with notification of the conditions that make return or destruction infeasible and shall extend the protections of this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

ARTICLE VI **MISCELLANEOUS**

6.1 Regulatory References. References in this Addendum to a section in the Privacy Rule, Security Rule and/or Breach Notification Rule shall refer to the section in effect or as amended.

6.2 Survival. The respective rights and obligations of Business Associate and the Covered Entity under the provisions of this Addendum shall survive termination of this Addendum.

6.3 Changes, Modifications or Alterations. The Parties agree to take such action to amend this Addendum from time to time as is necessary for the Parties to comply with the Privacy Rule, Security Rule and/or Breach Notification Rule. No changes or modifications of this Addendum shall be valid unless the same shall be in writing and signed by both Covered Entity and Business Associate.

6.4 Counterparts. This Addendum may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument. Facsimile copies hereof shall be deemed to be originals.

6.5 Interpretation. Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits the Parties to comply with HIPAA, the Privacy Rule, the Security Rule, the Breach Notification Rule and the HITECH Act, as applicable.

6.6 Governing Law. This Addendum shall be interpreted, construed and enforced pursuant to and in accordance with the laws of the State of Ohio, without regard to its conflicts of law principles.

6.7 Notices. Any notice required or permitted to be given hereunder shall be in writing and shall be (i) personally delivered, (ii) transmitted by postage pre-paid first class certified United States mail, (iii) transmitted by pre-paid, overnight delivery with delivery tracking service, or (iv) transmitted by facsimile transmission. All notices and other communications shall be deemed to have been duly given, received and effective on (i) the date of receipt if delivered personally, (ii) three (3) business days after the date of posting if transmitted by mail, (iii) the business day after the date of transmission if by overnight delivery with proof of delivery, or (iv) if transmitted by facsimile transmission, the date of transmission with confirmation by the originating facsimile transmission machine of receipt by the receiving facsimile machine of such transmission, addressed to the Parties at the addresses below:

As to Covered Entity:	As to Business Associate:
Ashtabula County c/o BOC/HR 25 W. Jefferson Street Jefferson, OH 44047	IEN Risk Management Consultants LLC c/o COO & Office Manager 1084 Walnut Blvd Ashtabula, OH 44004 matt@ienrisk.com

or to such other address, or to the attention of such other person(s) or officer(s), as either Party may designate by written notice to the other Party.

6.8 Incorporation. Any provisions now or hereafter required to be included in this Addendum by applicable state or federal law, including without limitation, the Privacy Rule, the Security Rule, the Breach Notification Rule and the HITECH Act, or by the Department of Health and Human Services or the Centers for Medicare and Medicaid Services shall be binding



upon and enforceable against the Parties and be deemed incorporated herein, irrespective of whether or not such provisions are expressly set forth in this Addendum or elsewhere in the Agreement.

6.9 Severability. The provisions of this Addendum shall be deemed severable, and, if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of the Addendum shall be effective and binding upon the Parties.

6.10 Waiver. A waiver of any provision of this Addendum must be in writing, signed by the Parties hereto. The waiver by either Party of any provision of this Addendum or the failure of any Party to insist on the performance of any of the terms or conditions of this Addendum shall not operate as, nor be construed to be, a waiver or the relinquishment of any rights granted hereunder and the obligation of the Parties with respect thereto shall continue in full force and effect.

6.11 Force and Effect. The Parties acknowledge and agree that this Addendum shall be of no force and effect unless and until a duly authorized representative of each party has signed the following signature page where indicated.

IN WITNESS WHEREOF, the undersigned have caused this Business Associate Agreement Addendum to be duly executed as of the Effective Date.

COVERED ENTITY: EC Electric, Inc.	BUSINESS ASSOCIATE
By: 	By: 
Print Name: Bryce Heinbaugh	Print Name: JP Duroso
Print Title: Chief Executive Officer	Print Title: President
Date: 10/31/2025	Date: 11-11-25