

Upshur County Commission Meeting Agenda

- Location: Upshur County Courthouse Annex
If you prefer to participate by telephone, please dial 1-717-275-8940 or 1-712-832-8330
Access Code: 898 8882 to enter the conference call
- Date of Meeting: August 20, 2020
- 9:00 a.m. Moment of Silent Meditation --- Pledge of Allegiance
Approval of Minutes:
- August 6, 2020
 - August 13, 2020
- 9:15 a.m. Hearing upon the Petition/Complaint of the Upshur County Safe Sites and Structures
Enforcement Agency --- Chewing Case Number 101019-02 (Warren Tax District – Tax Map 7C –
Parcel Number 42.10) Page 5-8

Items for Discussion / Action / Approval:

1. Approval and signature of the Administrative Services Agreement and Business Associate Agreement with PayFlex Systems USA, Inc. * Page 9-33
2. Review and signature of Change Order #3 for the Upshur County Youth Camp Brownfields Project. This Change Order reflects costs associated with pavilion construction oversight and report updates. These services are needed to meet the Voluntary Remediation Program Land Use Covenant obligations. Additional costs of thirteen thousand dollars (\$13,000) are being requested. These funds are being provided through a U.S. Environmental Protection Agency Brownfields Cleanup grant. * Page 34
3. Correspondence from the Elkins Road PSD Board of Directors requesting the reappointment of Larry J. Heater to the Elkins Road PSD Board of Directors. Upon approval, his term will renew on October 1, 2020 and expire on September 30, 2026. The Board voted to recommend Mr. Heater's reappointment during a regular monthly meeting held on August 4, 2020. * Page 35
4. Correspondence from Carrie L. Wallace, County Administrator, requesting the temporary part-time employment of Ethan E. Linger, Laikelyn J. Leggett, John E. Coffman, Kirsten D. Currence, and Kasey R. Currence, effective August 20, 2020. Upon approval, these employees will work as needed to provide additional sanitation efforts at the Courthouse and Annex that are necessary due to COVID-19. Their pay wage rate will be \$10 per hour, charged to the Governor's COVID-19 Block Grant. * Page 36
Item may lead to Executive Session per WV Code §6-9A-4
5. Correspondence from Carrie L. Wallace, County Administrator, requesting the temporary part-time employment of Amber Powers, effective August 20, 2020. Upon approval, Ms. Powers will provide additional sanitation efforts at the Courthouse and Annex that are necessary due to COVID-19. Her pay wage rate will be \$10 per hour, charged to the Governor's COVID-19 Block Grant. Due to her current employment as a fill-in Court Security Officer, all hours accrued in this position will be counted towards her 1040 allowable hours per year. * Page 37
Item may lead to Executive Session per WV Code §6-9A-4

6. Correspondence from Sheriff David H. Coffman requesting approval to hire Cade Garrett as a fill-in Court Security Officer. Upon approval, Mr. Garrett will begin employment on August 30, 2020 at the pay wage rate of \$11 per hour. * Page 38
Item may lead to Executive Session per WV Code §6-9A-4
7. Correspondence from Craig D. Presar, WVU Extension Agent, requesting approval to hire Mimi Riffle as Extension Program Assistant. Upon approval of the transfer, Ms. Riffle will begin employment on September 3, 2020 at the pay wage rate of \$13 per hour. * Page 39
Item may lead to Executive Session per WV Code §6-9A-4
8. Correspondence from Sheriff David H. Coffman requesting the approval to extend Arlene Harper's seasonal employment as Tax Deputy. Ms. Harper's previously approved employment commenced July 13, 2020 and terminates on August 23, 2020. Upon approval, Ms. Harper's employment will extend through September 4, 2020. * Under separate cover
Item may lead to Executive Session per WV Code §6-9A-4
9. Approval of Lewis–Upshur Animal Control Facility Volunteer Natalie Naylor. * Under separate cover
10. Approve Invoices for Payment, Purchase Card Invoices for Payment, Budget Revisions / Financial Reports or Information, Correction of Erroneous Assessments, Exonerations/Refunds, Grant Updates / Requests for Reimbursements, Final Settlements, Vacation Orders, Consolidation of Land Tracts, Facility Maintenance Concerns or Updates, Road Name Requests, Project Reports / Updates, Request to Attend Meetings, Request for Day(s) Off.

For Your Information:

(Certain Items May Require Discussion, Action and/or Approval by the Commission)

1. Correspondence from Sheriff David H. Coffman providing the new rank structure for the Upshur County Sheriff's Department. Page 40
2. Public Notices:
 - a) Newsletters and/or Event Notifications:
 - FirstEnergy Corp. press release concerning payment plans and bill assistance – August 17, 2020 Page 41-43
 - WV Apprenticeships in Motion flyer Page 44
 - b) Agendas and/or Notice of Meetings:

• Upshur County Fire Board, Inc.	August 18, 2020	<u>Page 45</u>
• Upshur County Public Library	August 19, 2020	<u>Page 46</u>
• Upshur County Farmland Protection Board	August 20, 2020	<u>Page 47</u>
• City Council of Buckhannon	August 20, 2020	<u>Page 48</u>
 - c) Meeting Minutes:

• Tennerton PSD	July 8, 2020	<u>Page 49</u>
• Upshur County Solid Waste Authority	July 13, 2020	<u>Page 50-52</u>
 - d) Meetings:

• 09/01/20	5:30 p.m.	Elkins Road PSD
• 09/01/20	4:00 p.m.	Hodgesville PSD
• 09/03/20	7:00 p.m.	Banks District VFD

- 09/03/20 7:00 p.m. City Council of Buckhannon
- 09/03/20 7:00 p.m. Selbyville VFD
- 09/14/20 12:00 p.m. Upshur County Family Resource Network
- 09/14/20 4:30 p.m. Upshur County Solid Waste Authority
- 09/14/20 5:30 p.m. Buckhannon-Upshur Recreational Park Advisory Board
- 09/07/20 6:00 p.m. Lewis-Upshur Community Corrections Board – Lewis Co.
- 09/08/20 7:30 p.m. Adrian VFD
- 08/20/20 6:00 p.m. Buckhannon-Upshur Board of Health
- 08/19/20 7:00 a.m. Upshur County Development Authority – Annual Meeting
- 09/09/20 12:00 p.m. Upshur County Senior Center Board
- 09/09/20 3:00 p.m. Upshur County Conventions & Visitors Bureau
- 09/09/20 7:00 p.m. Warren District VFD
- 09/03/20 3:00 p.m. Adrian PSD
- 09/09/20 3:00 p.m. Tennerton PSD
- 08/20/20 3:00 p.m. Upshur County Safe Sites & Structures Enforcement Board
-Special Meeting
- 09/10/20 3:00 p.m. Upshur County Safe Sites & Structures Enforcement Board
- 09/10/20 7:30 p.m. Buckhannon VFD
- 09/10/20 4:00 p.m. Buckhannon Upshur Airport Authority
- 08/20/20 6:30 p.m. Upshur County Youth Camp Board
- 09/20/20 6:00 p.m. Washington District VFD
- 09/21/20 12:00 p.m. Buckhannon-Upshur Chamber of Commerce
- 09/16/20 4:00 p.m. Upshur County Public Library Board
- 09/18/20 10:00 a.m. Wes-Mon-Ty Resource Conservation & Development Council
- 08/18/20 6:30 p.m. Upshur County Fire Board, Inc.
- 08/25/20 5:00 p.m. UC Enhanced Emergency Telephone Advisory Board
- 09/09/20 7:00 p.m. Ellamore VFD
- 08/19/20 12:00 p.m. Lewis Upshur LEPC
- 08/20/20 2:00 p.m. Upshur County Farmland Protection Board
- 08/26/20 10:00 a.m. James W. Curry Advisory Board
- 08/31/20 7:00 p.m. Upshur County Fire Fighters Association
- 09/09/20 6:00 p.m. Buckhannon River Watershed Association - Farm Bureau
- 08/24/20 10:00 a.m. Mountain CAP of WV, Inc. a CDC

****NOTICE:** All in person county board meetings may resume, effective May 18th; however, teleconference meetings are encouraged and social distancing must be followed. **

1. Appointments Needed or Upcoming:

- Upshur County Fire Board, Inc. (Linn Baxa – 6-30-2020) – Fire Association Representative
- Upshur County Solid Waste Authority (Mary L. Gower – 6-30-2020) --- Conservation District

*****If you are interested in serving on an Upshur County board, please submit your letter of interest to the Commission Office at 91 W. Main St., Suite 101, Buckhannon, WV 26201 or trperry@upshurcounty.org. Upcoming term expirations are listed in this section of the agenda; however, letters of interest can be submitted at any time. Letters of interest for boards that do not currently have a vacancy will be held until a vacancy occurs. Please note that submitting a letter of interest does not guarantee appointment. *****

Tabled Items

(Certain Items May Require Discussion, Action and/or Approval by the Commission)

Next Regular Meeting of the Upshur County Commission
September 3, 2020 --- 9:00 a.m.
Upshur County Courthouse Annex

The Commission Meeting scheduled for August 27, 2020 is CANCELLED

Upshur County Safe Structures & Sites Enforcement Board

5

Upshur County Courthouse Annex
91 West Main Street Buckhannon West Virginia 26201
Phone: (304) 472-0535 Fax: (304) 472-2399

July 13, 2020

Chester Chewning
45 N Florida Street
Buckhannon, WV 26201


Subj: Petition for Order --- Case Number: 101019-02

The purpose of the Upshur County Safe Structures and Sites Ordinance is to promote the public safety and welfare of the residents of Upshur County. Based upon the numerous visits and investigation of the above referenced property (Warren Tax District -Tax Map 7C - Parcel Number 42.10), please be advised that the Enforcement Board would request, pursuant to Article 4 of said Ordinance, an order of the Upshur County Commission requiring clean-up of the property. Specific findings and recommendations would include the following:

- Correction of any health and safety hazards, including but not limited to the removal and proper disposal of any debris, trash, junk vehicles and/or removal and proper disposal of any environmental hazards.

Please be advised that unless the property owner or owners would file a written request for a hearing with the Clerk of the County Commission of Upshur County, 40 West Main Street, Room 101, Buckhannon, West Virginia, 26201, within twenty (20) days of receipt of this petition, an order will be issued by the County Commission implementing the above recommendations.

It is the desire of the members of the Enforcement Board that this matter be completed in a manner that is convenient and efficient for all involved parties. Thank you for your assistance and cooperation.


Gregory B. Harris
Compliance Officer

UPSHUR COUNTY COMMISSION
BUCKHANNON, WEST VIRGINIA
2020 JUL 14 P 2:44



August 3-2020

Upshur County Structure & Sites
Enforcement Board, I would like
to request a hearing.

Chet Channing

UPSHUR COUNTY CLERK
BUCKHART, FRANK A.

2020 AUG - 4 4 10

IN THE COUNTY COMMISSION OF
UPSHUR COUNTY, WEST VIRGINIA

ORDER GRANTING REQUEST FOR HEARING

The County Commission of Upshur County, West Virginia ("Upshur County Commission") hereby finds and declares as follows:

1. The Upshur County Safe Structures and Sites Ordinance ("Safe Structures Ordinance") provides a mechanism for the Upshur County Commission, in connection with the Enforcement Agency, to take certain action with respect to qualifying property within the Upshur County corporate limits;

2. Such action includes but is not limited to requiring the repair, alteration, improvement, vacating, closing, removal or demolition of dwellings or other buildings, or any combination thereof, unfit for human habitation due to dilapidation, defects increasing the hazard of fire, accidents or other calamities, lack of ventilation, light or sanitary facilities or other conditions prevailing in any dwelling or building, whether used for human habitation or not, which would cause such dwellings or other buildings to be unsafe, unsanitary, dangerous or detrimental to the public safety or welfare, whether the result of natural or manmade force or effect, exclusive of buildings utilized for farm purposes on land actually being used for farming;

3. Pursuant to the Safe Structures Ordinance, the following property owner or person(s) responsible for the property listed below was served with the Enforcement Agency's petition on July 29, 2020.

Chester Chewning
45 North Florida Street
Buckhannon, WV 26201

4. Pursuant to Section 4.2 of the Safe Structures Ordinance, property owner(s) or person(s) responsible for the subject property were required to respond to the Enforcement Agency's petition within twenty (20) days of service to request a hearing before the Upshur County Commission. Therefore, the property owner(s) or person(s) responsible for the property had to make a request for hearing on or before August 18, 2020 in order for such a request to have been timely made; and

5. The property owner(s) or person(s) responsible for the property responded to the Enforcement Agency's petition on August 4, 2020. Because the property owner or person(s) responsible for the property responded to the Enforcement Agency's petition within twenty (20) days of service and requested a hearing, such request for hearing is therefore deemed timely.

WHEREFORE, it is hereby **ORDERED** that a hearing on the Enforcement Agency's petition shall be held on the 20th day of August, 2020 at 9:15 a.m. in the Upshur County Commission Meeting Room, 38 West Main Street, Room 301, Buckhannon, WV 26201. It is further **ORDERED** that the Clerk of the Upshur County Commission shall mail attested copies of this order to the property owner(s) or person(s) responsible for the property.

The motion in favor of the foregoing Order was made by Commissioner Samuel R. Nolte, seconded by Commissioner Kristie G. Tenney, and unanimously adopted.

WHEREUPON, Terry B. Cutright, President, declared said Order duly adopted; and it is therefore **ADJUDGED, ORDERED** and **DECREED** that this Order be, and the same is hereby adopted this 6th day of August, 2020.



Samuel R. Nolte, Commission



Kristie G. Tenney, Commissioner



Terry B. Cutright, President

ATTEST: 

Carol J. Smith, County Clerk

ADMINISTRATIVE SERVICES AGREEMENT

SUMMARY SHEET

PAYFLEX⁹

PARTIES

Upshur County ("Company")

91 W Main Street, Suite 101

Buckhannon, WV 26201

Attn:

PayFlex Systems USA, Inc. ("PayFlex")

11819 Miami Street, Suite 200

Omaha, NE 68164

Attn: Contracts

SERVICES

Reimbursement Administrative Services

- ☐ Flexible Spending Account: ☐ Healthcare ☐ Dependent Care ☐ Limited Purpose
- ☐ Reimbursement Accounts: ☐ Adoption Assistance ☐ Tuition Reimbursement ☐ Premium Only Plan
- ☒ Health Reimbursement Arrangement: ☐ Retiree Reimbursement ☐ Limited Health Reimbursement
- ☒ Health Savings Account
- ☐ Online Commuter Benefit

Benefit Eligibility Services

- ☐ COBRA Administration
- ☐ Direct Billing Administration

CONTRACT TERMS

The Company, or its delegate, is serving as the Plan Administrator for the above referenced Company-sponsored employee benefits for certain employees and their eligible dependents (collectively the "Members"). The Company desires to engage PayFlex to provide the Services checked above in connection with the Company-sponsored employee benefits.

The following documents, all of which are attached and incorporated herein by this reference, collectively comprise the "Agreement" between the parties:

1. This Summary Sheet;
2. The Financial Account Terms Exhibit;
3. The Fee and Expense Exhibit(s);
4. The Terms and Conditions; and
5. The Administrative Services Exhibit(s) for each Service selected above.

Effective Date: July 1, 2020

Initial Term of the Agreement: Three (3) Years

SIGNATORY SECTION

The authorized representatives of the parties have executed this Summary Sheet and hereby acknowledge and agree to the terms and conditions of the Agreement as defined above.

Upshur County

("Company")

By: _____

Name: _____

Title: _____

Date: _____

PayFlex Systems USA, Inc.

("PayFlex")

By: _____

Name: Michael DiSimone

Title: President

Date: _____

PAYMENT AND FUNDING FOR REIMBURSEMENT ADMINISTRATIVE SERVICES

Financial Account Terms Exhibit is agreed to by the parties and is an attachment to the Administrative Services Agreement (the "Agreement") and is hereby incorporated by reference.

In conformity with the intent of the parties in the Agreement, this Exhibit prescribes the financial terms and conditions relating to the payment of fees and funding.

Obligations of the Company

1.1 The Company shall promptly review and verify the accuracy of each fee invoice and notify PayFlex in writing of any inaccuracy or discrepancy with respect to any amount referenced therein within ten (10) business days after receipt of such invoice. The Company shall have thirty (30) calendar days from the date of invoice to provide supporting documentation.

1.2 Such invoice shall be deemed final, complete, and correct for all purposes if the Company has not provided such notice within ten (10) business days or fails to provide supporting documentation within thirty (30) calendar days of receipt of the fee invoice.

Obligations of PayFlex

2.1 Funding Notification Reports shall be sent to the Company based on the established funding notification schedule.

2.2 Fee invoices shall be sent to the Company on a monthly basis.

Payment of Fees

3.1 The Company agrees to pay PayFlex the fees set forth in the Fee and Expense Exhibit. Such amounts are payable as set forth in Section 3.2 below.

3.2 The Company shall not combine the payment of such fees with any funding (as outlined in the Funding of Reimbursement Claims Section and/or Funding of Member Health Saving Accounts Section as applicable to Service elected by the Company). The Company understands and agrees to the method of paying fees outlined in Section 3.2.1.

3.2.1 An ACH debit which shall be initiated by PayFlex on or about the 23rd day of each month after invoice is delivered to the Company. PayFlex shall initiate the ACH debit against an account designated for this purpose by the Company. This may be the same account designated for ACH claims, or may be a unique account, at the Company's discretion.

3.3 Any fee payments which are not timely paid within thirty (30) calendar days shall, at the option of PayFlex, bear interest at a rate of twelve percent (12%) per annum or, if less, the maximum amount permitted by law, until paid.

3.4 The Company shall pay any fee balance due PayFlex as outlined in this Agreement within ten (10) banking days of termination of this Agreement. Balances remaining after such day shall be assessed late fees and interest, at the option of PayFlex; bearing interest at a rate of twelve percent (12%) per annum or, if less, the maximum amount permitted by law, until paid.

Funding of Reimbursement Claims

4.1 The Company's obligation to fund claims shall be effective as of the date PayFlex issues Member reimbursements (Fund on Payment).

4.2 The Company shall fund claims, as outlined in section 4.1, with a PayFlex initiated Automated Clearing House (ACH) debit in accordance with the Banking Consent Form, which shall be initiated within three (3) banking days of the weekly receipt of the Funding Notification Report.

4.3 PayFlex shall periodically review past claims paid to Members and funding received from the Company for such claims. If these reviews reveal that PayFlex has not been fully funded for all claims that have been paid in accordance with section 4.1 the Company shall pay such claims within ten (10) banking days of receiving notice of such funding discrepancy. This right shall survive termination of the Agreement.

4.4 Any funding due PayFlex for claims paid on behalf of Company that remains unpaid after twenty (20) banking days shall be subject to a fee ("Failure to Fund Fee"). The Failure to Fund Fee shall be calculated as one-hundred twenty five (125) basis points above the three (3) month United States Dollar London Interbank Offered Rate. If such Failure to Fund Fee calculation is not permissible under applicable law then the Failure to Fund Fee shall be calculated at a rate not to exceed regulatory rates, based on the average daily balance outstanding across all non-funded days.

Reimbursement Fees and Claim Funding upon Termination

5.1 During the Runout Claims Period (as defined in the Agreement), the Company's obligation to fund claims shall remain as Fund on Payment.

FINANCIAL ACCOUNT TERMS EXHIBIT

PAYMENT AND FUNDING FOR REIMBURSEMENT ADMINISTRATIVE SERVICES

5.2 The Company shall fund Runout Claims with a PayFlex initiated ACH debit in accordance with the Banking Consent Form, which shall be initiated within three (3) banking days of the receipt of the Funding Notification Report.

5.3 The Company shall keep the account listed on the Banking Consent Form open and available for PayFlex initiated debits for the entire Runout Claims Period. Following the Runout Claims Period, PayFlex shall audit for any funds still due from the Company. In the event that such audit reveals that the Company owes PayFlex for claims paid during such Runout Claims Period the Company shall submit payment to PayFlex by check within ten (10) banking days of notice.

5.4 The fees for processing Runout Claims shall be a lump sum amount equal to the number of months the Company has set for Runout Claims and shall be based on the Member census in effect at the time of termination. The Company shall pay such fees upon termination of the Agreement or within ten (10) banking days from the date of receipt of the invoice.

5.5 If the Company fails to fund Runout Claims or pay fees due at termination as outlined in this section, PayFlex has the right to cease paying claims and suspend services until the requested funds or fees have been provided. In no event shall the Company offset funding or fees due PayFlex because of any legal claims advanced by the Company.

Funding of Member Health Saving Accounts

6.1 Funding for Health Saving Accounts (HSA) is on a deposit basis and takes the form of an ACH debit that PayFlex initiates against the Company's designated account on each day that HSA deposits are reported by the Company to PayFlex. This may be the same account designated for PayFlex administration fees, or may be a unique account, at the Company's discretion. In the event the Company does not fund deposits within a reasonable amount of time (as set by PayFlex), the

Company shall be subject to a Failure to Fund Claims fee as outlined in the Fees and Expenses Exhibit.

Miscellaneous

7.1 If, during the term of the Agreement, any future and unforeseen tax (other than taxes based on the net income of PayFlex) shall be assessed against PayFlex which is directly related to the services provided to the Company under the Agreement, PayFlex shall report the payment of such amount to the Company in writing and the Company shall pay such amount directly or reimburse PayFlex.

7.2 Nothing in this Exhibit shall prohibit PayFlex from performing any service not enumerated for a reasonable fee. Any such service and corresponding fee shall be provided only if agreed to by the Company and PayFlex in writing, in advance of such performance.

7.3 If the Company, for any reason whatsoever, fails to make a required payment on a timely basis, PayFlex may (in addition to its other rights and remedies), suspend the performance of the Services until such time as the Company makes the proper remittance and otherwise delivers adequate assurance to PayFlex, as reasonably determined by PayFlex, concerning the Company's performance hereunder. PayFlex shall use reasonable efforts to provide the Company with up to three (3) calendar day's prior written notice of its intention to take such action.

7.4 If the Company forwards funds so that PayFlex can pay claims that have not yet been incurred or submitted (i.e., Company pre-funds claims), Company agrees that it will only provide PayFlex with funds from its general assets and will not forward to PayFlex any amounts: (i) previously withheld from its employees' pay; (ii) that might otherwise constitute "plan assets" under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), or other applicable law; or (iii) that might otherwise belong to the employee or plan under applicable law.

FLEXIBLE SPENDING ACCOUNT

Flexible Spending Account – FSA (Health or Dependent Care Spending) Administration Services Pricing	
Implementation and Annual Fees	
Implementation Fee	\$Waived
*Annual Fee	\$Waived
**Monthly Administration Fees Per Member	\$0.00
Minimum Monthly Billing – Per Employer	\$0.00 per month
Additional Services – New Plan Sponsor	
Dependent Care Pamphlet	First 10,000 free, then \$0.50 each
Health Care Pamphlet	First 10,000 free, then \$0.50 each
Collating	Priced out per job.
Optional Service Fees - NOTE: Optional Service Fees only apply if the service is requested by the plan sponsor and performed by PayFlex. Optional Service Fee pricing is fixed during the Initial Term of the Agreement and are listed below for transparency.	
Types of Communication Assistance	
Onsite Enrollment Meeting Support (Less than 500 eligible or more than one meeting for groups with 500 plus eligibles)	\$500.00 per day
Customized website (With or without Single Sign On from another site) Lead-time: 90 days Cut-off for 1/1 business is 9/15	\$150.00 per hour. Statement of work required.
Single Sign On (SSO) to generic PayFlex member website (Assumes PayFlex standard for web service call) Lead-time: 60 days	No charge
Customized Member Flyers (Revisions to generic member flyers) Lead-time: 5 weeks	\$1,000.00 per flyer (Including 2 rounds of edits.)
Customized Member Letters Lead-time: 5 weeks *System-generated • Welcome Letter	\$1,500.00 per letter plus mailing costs (Including 2 rounds of edits.)
Co-branded debit card Lead-time: 5 weeks Cut-off for 1/1 business is 10/15	\$750.00 flat fee Rush request and /or requests after 10/15 for 1/1 fulfillment is an additional \$150.00 per hour. Minimum of 3 hours charged. \$10.00 per card for plan sponsor requested re-issues due to plan changes.
Customized welcome flyers to accompany PayFlex Card® Lead-time: 5 weeks Cut-off for 1/1/ business is 10/15 *Quantity determined based on number of	\$3,000 flat fee (Including 2 rounds of edits.) Plus recurring printed / fulfillment fees. (Minimum order is 10k.) Quantity* Price per Thousand

PAYFLEX®

FEE AND EXPENSE EXHIBIT

members. Upon re-stocking, quantity may be re-evaluated.	10,000 to 24,000 \$250.00 / M 25,000 to 50,000 \$150.00 / M 51,000 + \$100.00 / M Rush requests and/or requests after 10/15 for 1/1/ fulfillment is an additional \$150.00 per hour. Minimum of 3 hours charged.
Election Confirmation (Reimbursement products) Lead-time: Done at the time of implementation/renewal.	\$0.12 per member per month
***Account Statements Lead-time: Done at the time of implementation / renewal.	\$1.50 per member per month for <u>monthly</u> Statements - (Reimbursement) \$ 0.50 per member per month for <u>quarterly</u> Statements - (Reimbursement)
Customized KnowledgeVision Presentation Lead-time: 6 weeks	Statement of Work required. (Typically 20 slides, 5 minutes of content, 3 rounds of script reviews.)
Development of Customized Communications (Brochures, flyers, email campaigns) Lead-time: Varies based on type of communication	Statement of Work required plus mailing costs if applicable.
Miscellaneous Fees	
Customized Reporting	\$150.00 per hour Statement of Work required.
Takeover Administration (Previous Plan Year)	\$1,000.00 ®
Rejected/NSF Customer Funding ACH transactions	\$50.00 per occurrence of any plan sponsor funding ACH pull that is rejected.
Failure to Fund Release Claim	Any funding due PayFlex for claims paid on behalf of Company that remains unpaid after twenty (20) banking days shall be subject to a fee ("Failure to Fund Fee"). The Failure to Fund Fee shall be calculated as one-hundred twenty five (125) basis points above the three (3) month United States Dollar London Interbank Offered Rate. If such Failure to Fund Fee calculation is not permissible under applicable law then the Failure to Fund Fee shall be calculated at a rate not to exceed regulatory rates, based on the average daily balance outstanding across all non-funded days
*Annual Fee includes upon written request: <ul style="list-style-type: none"> • Standard Enrollment Materials, limited to the number of eligible employees • Electronic sample of a Plan Document and Summary Plan Description **Members are defined as: <ul style="list-style-type: none"> • An employee in active status. • A terminated employee with a balance greater than \$10.00. Billing for terminated employees continues for three billing cycles after termination, or until the member's balance drops below \$10.00. *** Available FREE online. <ul style="list-style-type: none"> • Fee shall remain unchanged during the initial thirty-six (36) months of the term of the Agreement; thereafter fees are subject to change every twelve (12) months and shall not exceed a three (3) percent net increase per year after the Initial Term of the Agreement. 	
PFS_FSA_Pricing_08-07-2018	

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FEE AND EXPENSE EXHIBIT

Health Reimbursement Arrangements - HRA

Health Reimbursement Arrangements – HRA / Retiree Reimbursement Accounts - RRA Administration Services Pricing	
Implementation and *Annual Fees	
Implementation Fee	\$Waived
*Annual Fees	\$Waived
**Monthly Administration Fees Per Member	\$4.75
Minimum Monthly Billing – Per Employer	\$0.00 per month
Additional Services – New Plan Sponsor	
Dependent Care Pamphlet	First 10,000 free, then \$0.50 each
Health Care Pamphlet	First 10,000 free, then \$0.50 each
Collating	Priced out per job.
Optional Service Fees - NOTE: Optional Service Fees only apply if the service is requested by the plan sponsor and performed by PayFlex. Optional Service Fee pricing is fixed during the Initial Term of the Agreement and are listed below for transparency.	
Types of Communication Assistance	
Onsite Enrollment Meeting Support (Less than 500 eligible or more than one meeting for groups with 500 plus eligibles)	\$500.00 per day
Customized website (With or without Single Sign On from another site) Lead-time: 90 days Cut-off for 1/1 business is 9/15	\$150.00 per hour. Statement of work required.
Single Sign On (SSO) to generic PayFlex member website (Assumes PayFlex standard for web service call) Lead-time: 60 days	No charge
Customized Member Flyers (Revisions to generic member flyers) Lead-time: 5 weeks	\$1,000.00 per flyer (Including 2 rounds of edits.)
Customized Member Letters Lead-time: 5 weeks *System-generated • Welcome Letter	\$1,500.00 per letter plus mailing costs (Including 2 rounds of edits.)
Co-branded debit card Lead-time: 5 weeks Cut-off for 1/1 business is 10/15	\$750.00 flat fee Rush request and /or requests after 10/15 for 1/1 fulfillment is an additional \$150.00 per hour. Minimum of 3 hours charged. \$10.00 per card for plan sponsor requested re-issues due to plan changes.
Customized welcome flyers to accompany PayFlex Card® Lead-time: 5 weeks Cut-off for 1/1/ business is 10/15 *Quantity determined based on number of members. Upon re-stocking, quantity may be re-	\$3,000 flat fee (Including 2 rounds of edits.) Plus recurring printed / fulfillment fees. (Minimum order is 10k.) Quantity* Price per Thousand 10,000 to 24,000 \$250.00 / M

PAYFLEX®

FEE AND EXPENSE EXHIBIT

evaluated.	25,000 to 50,000 \$150.00 / M 51,000 + \$100.00 / M Rush requests and/or requests after 10/15 for 1/1/ fulfillment is an additional \$150.00 per hour. Minimum of 3 hours charged.
Election Confirmation (Reimbursement products) Lead-time: Done at the time of implementation/renewal.	\$0.12 per member per month
***Account Statements Lead-time: Done at the time of implementation / renewal.	\$1.50 per member per month for <u>monthly</u> Statements - (Reimbursement) \$ 0.50 per member per month for <u>quarterly</u> Statements - (Reimbursement)
Customized KnowledgeVision Presentation Lead-time: 6 weeks	Statement of Work required. (Typically 20 slides, 5 minutes of content, 3 rounds of script reviews.)
Development of Customized Communications (Brochures, flyers, email campaigns) Lead-time: Varies based on type of communication	Statement of Work required plus mailing costs if applicable.
Miscellaneous Fees	
Customized Reporting	\$150.00 per hour Statement of Work required.
Takeover Administration (Previous Plan Year)	\$1,000.00
Rejected/NSF Customer Funding ACH transactions	\$50.00 per occurrence of any plan sponsor funding ACH pull that is rejected.
Failure to Fund Released Claims	Any funding due PayFlex for claims paid on behalf of Company that remains unpaid after twenty (20) banking days shall be subject to a fee ("Failure to Fund Fee"). The Failure to Fund Fee shall be calculated as one-hundred twenty five (125) basis points above the three (3) month United States Dollar London Interbank Offered Rate. If such Failure to Fund Fee calculation is not permissible under applicable law then the Failure to Fund Fee shall be calculated at a rate not to exceed regulatory rates, based on the average daily balance outstanding across all non-funded days
<p>*Annual Fee includes upon written request:</p> <ul style="list-style-type: none"> • Standard Enrollment Materials, limited to the number of eligible employees • Electronic sample of a Plan Document and Summary Plan Description <p>**Members are defined as:</p> <ul style="list-style-type: none"> • An employee in active status. • A terminated employee with a balance greater than \$10.00. Billing for terminated employees continues for three billing cycles after termination, or until the member's balance drops below \$10.00. <p>*** Available <i>FREE</i> online.</p> <ul style="list-style-type: none"> • Fee shall remain unchanged during the initial thirty-six (36) months of the term of the Agreement; thereafter fees are subject to change every twelve (12) months and shall not exceed a three (3) percent net increase per year after the Initial Term of the Agreement. 	
PFS_HRA/RRA_Pricing_10-11-2016	

HEALTH SAVINGS ACCOUNT

Health Savings Account - HSA Administration Services Pricing	
Implementation and Annual Fees	
Implementation Fee	Waived
*Annual Fee	Waived
**Monthly Account Maintenance Fee Per Member	\$3.25
Optional Service Fees - NOTE: Optional Service Fees only apply if the service is requested by the plan sponsor and performed by PayFlex. Optional Service Fee pricing is fixed during the Initial Term of the Agreement and are listed below for transparency.	
Types of Communication Assistance	
Onsite Enrollment Meeting Support (Less than 500 eligible or more than one meeting for groups with 500 plus eligibles)	\$500.00 per day
Customized website (With or without Single Sign On from another site) Lead-time: 90 days Cut-off for 1/1 business is 9/15	\$150.00 per hour. Statement of work required.
Single Sign On (SSO) to generic PayFlex member website (Assumes PayFlex standard for web service call) Lead-time: 60 days	No charge
Customized Member Flyers (Revisions to generic member flyers) Lead-time: 5 weeks	\$1,000.00 per flyer (Including 2 rounds of edits.)
Customized Member Letters Lead-time: 5 weeks *System-generated <ul style="list-style-type: none"> HSA Vetting Communications <ul style="list-style-type: none"> Vetting success confirmation e-mail* Vetting failure letter - first letter Vetting failure letter - second letter Vetting failure letter - final letter 	\$1,500.00 per letter plus mailing costs (Including 2 rounds of edits.)
Co-branded debit card Lead-time: 5 weeks Cut-off for 1/1 business is 10/15	\$750.00 flat fee Rush request and /or requests after 10/15 for 1/1 fulfillment is an additional \$150.00 per hour. Minimum of 3 hours charged. \$10.00 per card for plan sponsor requested re-issues due to plan changes.
Customized welcome flyers to accompany PayFlex Card® Lead-time: 5 weeks Cut-off for 1/1/ business is 10/15 *Quantity determined based on number of members. Upon re-stocking, quantity may be re-evaluated.	\$3,000 flat fee (Including 2 rounds of edits.) Plus recurring printed / fulfillment fees. (Minimum order is 10k.) Quantity* Price per Thousand 10,000 to 24,000 \$250.00 / M 25,000 to 50,000 \$150.00 / M

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FEE AND EXPENSE EXHIBIT

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	51,000 + \$100.00 / M Rush requests and/or requests after 10/15 for 1/1/ fulfillment is an additional \$150.00 per hour. Minimum of 3 hours charged.
Customized KnowledgeVision Presentation Lead-time: 6 weeks	Statement of Work required. (Typically 20 slides, 5 minutes of content, 3 rounds of script reviews.)
Development of Customized Communications (Brochures, flyers, email campaigns) Lead-time: Varies based on type of communication	Statement of Work required plus mailing costs if applicable.
Miscellaneous Fees	
Customized Reporting	\$150.00 per hour Statement of Work required.
Rejected/NSF Customer Funding ACH transactions	\$50.00 per occurrence of any plan sponsor funding ACH pull that is rejected
<p>*Annual Fee includes upon written request:</p> <ul style="list-style-type: none"> Standard Enrollment Materials, limited to the number of eligible employees Electronic sample of a Plan Document and Summary Plan Description <p>**Members are defined as:</p> <ul style="list-style-type: none"> An employee in an active status. <p>Fee shall remain unchanged during the initial thirty-six (36) months of the term of the Agreement; thereafter fees are subject to change every twelve (12) months and shall not exceed a three (3) percent net increase per year after the Initial Term of the Agreement.</p>	
PFS_HSA_Pricing_10-25-2018	

BUSINESS ASSOCIATE AGREEMENT

STANDARD TERMS AND CONDITIONS

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This Business Associate Agreement ("Agreement") is entered into by and between PayFlex Systems USA, Inc. ("Business Associate") and Upshur County (herein referred to as "Covered Entity") and is effective as of the date signed. Business Associate and Covered Entity may each be referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, Business Associate provides certain services ("Services") to or on behalf of Covered Entity pursuant to an "Administrative Services Agreement."

WHEREAS, in connection with providing the Services, certain information that may constitute Protected Health Information (as defined below in Section 1.4 of this Agreement) may be created, maintained, transmitted or received by Business Associate from or on behalf of Covered Entity;

WHEREAS, Covered Entity and Business Associate acknowledge that the Services may be subject to the Health Insurance Portability and Accountability Act of 1996, as amended, and the regulations promulgated thereunder (collectively, "HIPAA"), and the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act and the regulations promulgated thereunder (collectively, "HITECH"); and

WHEREAS, Covered Entity and Business Associate desire to enter into this Agreement for purposes of complying with HIPAA and HITECH, if and only to the extent that Business Associate is acting as a "business associate" (as that term is defined in 45 CFR §160.103),

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Business Associate and Covered Entity agree as follows:

ARTICLE I DEFINITIONS

Unless otherwise specified in this Agreement, all capitalized terms used in this Agreement not otherwise defined in this Agreement, shall have the meanings established for purposes of HIPAA and HITECH, as each is amended from time to time.

1.1 Breach. "Breach" shall have the same meaning as the term in 45 CFR § 164.402.

1.2 Individual. "Individual" shall have the same meaning as the term "Individual" in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

1.3 Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information in 45 CFR Part 160 and Part 164, Subparts A and E.

1.4 Protected Health Information or PHI. "Protected Health Information" or "PHI" shall have the same meaning as the term "Protected Health Information" in 45 CFR § 160.103, limited to the information created, maintained, transmitted or received by Business Associate from or on behalf of Covered Entity.

1.5 Required by Law. "Required by Law" shall have the same meaning as the term "Required by Law" in 45 CFR § 164.103.

1.6 Secretary. "Secretary" shall have the same meaning as the term "Secretary" in 45 CFR § 4160.202(g)103.

1.7 Security Incident. "Security Incident" shall have the same meaning as the term "Security Incident" in 45 CFR § 164.304.

1.8 Security Rule. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information in 45 CFR Part 160 and Part 164, Subparts A and C.

1.9 Unsecured PHI. "Unsecured PHI" shall have the same meaning as the term "Unsecured Protected Health Information" in 45 CFR § 164.402.

ARTICLE II PERMITTED AND REQUIRED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

2.1 Business Associate shall use or disclose PHI only as necessary to perform the Services, to perform its obligations under this Agreement, or as permitted by this Agreement. Business Associate shall not use or

BUSINESS ASSOCIATE AGREEMENT

STANDARD TERMS AND CONDITIONS

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further disclose PHI in a manner that would violate the Privacy Rule, the Security Rule or other applicable provision of HIPAA or HITECH, provided that Business Associate may: (a) use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, as provided in 45 CFR § 164.504(e)(4); and (b) provide data aggregation services relating to the health care operations of the Covered Entity as provided in 45 CFR § 164.501.

2.2 Business Associate may disclose the PHI received by the Business Associate in its capacity as a Business Associate for the purposes described in Section 2.1(a) of this Agreement if: (a) the disclosure is Required by Law; or (b)(1) the Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that 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 person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been disclosed. If required by the Privacy Rule, the Security Rule, HIPAA or HITECH, the reasonable assurances referenced in Section 2.2(b) shall be evidenced by a written agreement between Business Associate and the person to whom the PHI is disclosed.

ARTICLE III OBLIGATIONS OF BUSINESS ASSOCIATE

3.1 Business Associate shall not use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law.

3.2 Business Associate shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement.

3.3 Business Associate shall report to the Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware.

3.4 Business Associate shall ensure that any agents or subcontractors to whom it provides PHI received from, or created or received by the Business Associate on behalf of the Covered Entity, agree to the same restrictions and conditions that apply to the Business Associate with respect to the PHI, including, without limitation, the implementation of reasonable and appropriate safeguards to protect the PHI. If required by the Privacy Rule, the Security Rule, HIPAA or

HITECH, such assurance shall be evidenced by a written agreement between Business Associate and the agent or subcontractor.

3.5 Business Associate shall make available PHI in accordance with 45 CFR § 164.524 and Section 13405(e) of the HITECH Act.

3.6 Business Associate shall make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR § 164.526.

3.7 Business Associate shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528 and, as of its effective date, Section 13405(c) of the HITECH Act.

3.8 Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of the Covered Entity available to the Secretary for purposes of determining the Covered Entity's compliance with the Privacy Rule, the Security Rule or other applicable provisions of HIPAA or HITECH.

3.9 Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity as required by the Security Rule and as required by Section 13401(a) of the HITECH Act.

3.10 Business Associate shall promptly report to the Covered Entity any Security Incident of which it becomes aware. For purposes of any reporting requirement, to the extent permitted by HIPAA, the term "Security Incident" shall not be construed to include inconsequential unsubstantiated incidents that occur on a daily basis, such as scans, "pings" or other unsuccessful attempts to penetrate corporate networks or servers containing electronic PHI maintained by Business Associate, and shall not include any obligation to report on networks or devices not in scope to Covered Entity's electronic PHI.

3.11 Business Associate shall, following discovery of a Breach of Unsecured PHI, promptly notify Covered Entity of the Breach in accordance with the provisions of 45 CFR § 164.410.

BUSINESS ASSOCIATE AGREEMENT

STANDARD TERMS AND CONDITIONS

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3.12 Business Associate shall limit any disclosure of PHI as required by the provisions of Section 13405(b) of the HITECH Act, in each case as of the respective effective date of each such provision.

3.13 Business Associate shall not directly or indirectly receive any remuneration in exchange for any PHI created or received pursuant to this Agreement unless expressly authorized in writing by the Covered Entity and permitted under and in accordance with the requirements of HITECH and the Privacy Rule.

3.14 Business Associate shall not engage in any communications or use PHI created or received pursuant to this Agreement for marketing purposes unless expressly authorized in writing by the Covered Entity and permitted under and in accordance with the requirements of HITECH and the Privacy Rule.

3.15 Business Associate shall not use PHI created or received pursuant to this Agreement in connection with any written fundraising communication unless expressly authorized in writing by the Covered Entity and permitted under and in accordance with the requirements of HITECH and the Privacy Rule.

3.16 To the extent Business Associate is to carry out any of Covered Entity's obligations under 45 § CFR 164.504(e)(2)(ii)(H) and the Privacy Rule Business Associate shall comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligation.

3.17 The relationship of the Business Associate with Covered Entity shall be one of independent contractor, and not an employee or agent of Covered Entity. Business Associate shall at all times act as an independent contractor of, and not an employee or agent of, Covered Entity, in fulfilling its obligations under this Agreement.

3.18 If Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under this Agreement, Business Associate shall provide Covered Entity with written notice of the breach and require the Covered Entity to take reasonable steps to cure the breach or end the violation, as applicable. If such steps are unsuccessful, Business Associate may terminate this Agreement.

3.19 Business Associate shall, at the termination of this Agreement, if feasible, return or destroy all PHI

received from, or created or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and retain no copies of such PHI or, if such return or destruction is not feasible, extend the protections of this Agreement to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible. This provision shall also apply to PHI that is in the possession of agents or subcontractors Business Associate.

ARTICLE IV OBLIGATIONS OF COVERED ENTITY

4.1 Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule, the Security Rule or other applicable provision of HIPAA or HITECH, if done by the Covered Entity.

4.2 Covered Entity shall provide to Business Associate only the minimum PHI necessary to accomplish the Services.

4.3 Covered Entity shall be responsible for using administrative, physical and technical safeguards at all times to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to this Agreement, in accordance with the standards and requirements of the Privacy Rule, the Security Rule or other provisions of HIPAA or HITECH applicable to Covered Entity, until such PHI is received by Business Associate.

4.4 Covered Entity shall notify Business Associate of the provisions of its notice of privacy practices required by 45 CFR § 164.520 to the extent that such provisions may affect Business Associate's use or disclosure of PHI.

4.5 Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that the changes or revocation may affect Business Associate's use or disclosure of PHI.

4.6 Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522 or Section 13405(a) of the HITECH Act to the extent that such restrictions may affect Business Associate's use or disclosure of PHI.

BUSINESS ASSOCIATE AGREEMENT

STANDARD TERMS AND CONDITIONS

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4.7 Covered Entity shall notify Business Associate of any modifications to accounting disclosures of PHI pursuant to 45 CFR §164.528, made applicable under Section 13405(c) of the HITECH Act, to the extent that such restrictions may affect Business Associate's use or disclosure of PHI.

4.8 If Covered Entity knows of a pattern of activity or practice of the Business Associate that constitutes a material breach or violation of the Business Associate's obligations under this Agreement, Covered Entity shall provide Business Associate written notice of the breach and require the Business Associate to take reasonable steps to cure the breach or end the violation, as applicable. If such steps are unsuccessful, Covered Entity may terminate this Agreement.

ARTICLE V TERM

5.0 The Term of this Agreement shall begin on the effective date hereof and shall terminate pursuant to Section 3.18, 4.8, or when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy the PHI, protections are extended to such PHI in accordance with the Privacy Rule, the Security Rule or other applicable provision of HIPAA or HITECH.

ARTICLE VI MISCELLANEOUS

6.1 This Agreement shall be interpreted and enforced in accordance with the Privacy Rule, the Security Rule, HIPAA and/or HITECH, and to the extent that state law is not preempted, the laws of the State of Nebraska, without regard to its conflicts of law principles.

6.2 HITECH requires federal agencies to establish rules and regulations regarding the privacy and security of PHI. Business Associate and Covered Entity will ensure that their respective privacy and security procedures are compliant with HITECH and any rules and regulations issued thereunder with respect to Covered Entity's PHI no later than the date by which compliance is required by the respective provision of HITECH.

6.3 Business Associate and the Covered Entity hereby agree that the provisions of HITECH that apply

to business associates and that are required to be incorporated by reference in a business associate agreement are, unless already included herein, hereby incorporated into this Agreement, effective as of the later to occur of: (a) the Effective Date; or (b) the date such incorporation by reference is required.

6.4 Any ambiguity in this Agreement shall be resolved to permit the Covered Entity and the Business Associate to comply with the Privacy Rule, the Security Rule, HIPAA and HITECH.

6.5 The provisions and covenants set forth in the Agreement are expressly entered into only between the Business Associate and the Covered Entity and are intended only for their benefit. Neither Business Associate nor Covered Entity intends to create or establish any third-party beneficiary status or right to enforce or enjoy the benefits created or established by the provisions and covenants in this Agreement.

6.6 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

6.7 This Agreement shall replace and supersede any prior "Business Associate Agreement," including any amendments thereto, in effect between the Parties.

6.8 Unless prohibited by applicable law, in the event Business Associate is the subject of judicial or government action requiring disclosure of PHI received under this Agreement, Business Associate shall notify Covered Entity prior to disclosing any PHI.

6.9 This Agreement may only be assigned with the prior written consent of each Party, which consent shall not be unreasonably withheld. This Agreement may be modified only by a signed written agreement between Covered Entity and Business Associate.

6.10 All notices sent under the Agreement shall be sent by: (1) facsimile and first class mail; or (2) any other delivery method that would result in next day delivery.

6.11 Any reference in this Agreement to a section in the Privacy Rule, Security Rule, HIPAA or HITECH means the section as in effect or as amended.

BUSINESS ASSOCIATE AGREEMENT

STANDARD TERMS AND CONDITIONS

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6.12 The respective rights and obligations of Business Associate under Section 3.19 of this Agreement shall survive the termination of this Agreement.

6.13 If any provision of this Agreement is determined by a court of competent jurisdiction to be unlawful, void, or unenforceable, this Agreement shall not be unlawful, void or unenforceable thereby, but shall continue in effect and be enforced as though such provision were omitted.

6.14 No waiver or discharge of obligations arising under this Agreement shall be valid unless in writing and executed by the Party against whom such waiver or discharge is sought to be enforced. The waiver by either Party to this Agreement of a breach of any provisions of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision of this Agreement.

6.15 Each party agrees to defend, indemnify and hold the other harmless from and against any and all third-party claims, damages, losses and expenses which are incurred or suffered by a party and directly relate to the other party's performance under this Agreement, except in relation to matters as to which the indemnified party shall be finally adjudged to be liable as a result of their willful misconduct or breach of the applicable standard of care in the performance of their duties hereunder; provided that, under no circumstances shall Business Associate be liable or otherwise responsible (and the Company agrees to defend, indemnify and hold Business Associate harmless) if Business Associate's action was based on directions or instructions given by the Company or its designee to Business Associate.

6.16 In the event any of the notifications set out in Sections 4.4, 4.5, 4.6 and/or 4.7 herein materially increase Business Associate's cost of providing the Services, Business Associate shall notify the Covered Entity of the increase in cost and the Covered Entity agrees to reimburse Business Associate for such increase in costs.

BUSINESS ASSOCIATE AGREEMENT

TERMS AND CONDITIONS

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The authorized representatives of the Parties have executed this Business Associate Agreement and hereby agree to its terms.

Upshur County**("Covered Entity")****By:** _____**Name:** _____**Title:** _____**Date:** _____**PayFlex Systems USA, Inc.****("Business Associate")****By:** _____**Name:** Michael DiSimone**Title:** President**Date:** _____

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ADMINISTRATIVE SERVICES AGREEMENT

TERMS AND CONDITIONS

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ARTICLE I DUTIES OF THE PARTIES

PayFlex's Responsibilities

1.1 The Company hereby appoints PayFlex Systems USA, Inc. ("PayFlex"), and PayFlex agrees to provide administrative services checked on the Summary Sheet (the "Services"). Such Services shall be performed in a good and workmanlike manner consistent with industry standards.

1.2 PayFlex shall, at its expense, maintain adequate and necessary records on each Member related to the Services. The Company shall furnish PayFlex with complete and accurate information necessary for the preparation of such records, including, but not limited to, proper accounting of all Members, specific coverages and any changes or corrections thereto. PayFlex shall not be responsible for verifying the accuracy or completeness of the information provided by the Company and the Company shall indemnify and hold PayFlex harmless from and against any claim, damage, loss or expense arising out of the inaccuracy or incompleteness of such information.

1.3 The Company understands and agrees that PayFlex does not provide legal, tax or accounting advice or services in connection with any company-sponsored employee benefits. The Company shall be responsible for obtaining any legal, tax or accounting advice they deem advisable in connection with any company-sponsored employee benefits from its counsel or advisor.

1.4 PayFlex shall hold all funds received from the Company, Member or on behalf of a Member as applicable, in an account established for client funds and separate from PayFlex operational funds at a financial institution of PayFlex's choosing. PayFlex shall pay all fees associated with said account. PayFlex shall not commingle Company funds with any PayFlex operational funds.

1.5 During the term of this Agreement, PayFlex shall maintain the following insurance:

- (a) Commercial General Liability – \$2,000,000 / Each Occurrence;
- (b) Excess/Umbrella Liability – \$5,000,000 / Each Occurrence;
- (c) Crime – \$5,000,000 / Each Loss;
- (d) Managed Care Errors & Omissions / Professional – \$5,000,000 / Each Occurrence; and

- (e) Combined Cyber Risk Insurance - \$5,000,000 / Each Occurrence.

Company's Responsibilities

1.6 The Company shall be liable for any delay in the performance of the Services caused by the failure of the Company to promptly furnish necessary information or funds, as required, to PayFlex.

1.7 If elected by the Company and as applicable, PayFlex shall provide Member account balance information to the Member via a third party as designated by the Company. Company shall inform Members and make available single sign on access and inform the Member they may opt out of receiving the account balance information via the third party site.

1.8 The Company is responsible for maintaining reasonable internal control mechanisms as they relate to the Services that PayFlex provides, including, but not limited to:

(a) The Company having its own administration functions and controls so users are removed promptly when they no longer need access to system resources.

(b) The Company having controls to ensure that all PayFlex-generated reports and information received from PayFlex are reviewed for accuracy and Member activity on a timely basis, with any inaccuracies or discrepancies being communicated in writing to PayFlex no later than thirty (30) calendar days after such report or information is first generated on the employer website portal by PayFlex.

(c) The Company having controls to ensure that any erroneous data is re-submitted to PayFlex within thirty calendar (30) days from the time it is first inputted erroneously.

(d) Unless otherwise detailed within the Agreement, the Company shall reconcile all cash activity to PayFlex-generated reports as soon as reasonably possible (and in any event within ten (10) banking days after such report is first delivered by PayFlex to the Company). Company shall advise PayFlex in writing of any discrepancies or inaccuracies in connection with such reconciliation within twenty (20) calendar days thereafter.

(e) Notwithstanding any term herein to the contrary, PayFlex shall in no event be liable or otherwise responsible for (and Company hereby releases and

ADMINISTRATIVE SERVICES AGREEMENT

TERMS AND CONDITIONS

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discharges PayFlex and agrees to defend, indemnify and hold PayFlex harmless from and against) any and all claims, damages, losses and expenses arising out of or otherwise related to Company's failure to notify PayFlex in writing of any discrepancies or inaccuracies in any information, report or data provided by PayFlex, within thirty (30) calendar days after such information, report or data is first provided by PayFlex or if earlier, the date provided in paragraph (d) above.

ARTICLE II PAYMENTS

2.1 The financial agreement of the parties, including payment of fees and funding, as applicable to the Services elected on the Summary Sheet, are outlined in the Financial Account Terms Exhibit and is herein incorporated into this Agreement by reference.

ARTICLE III DURATION OF THIS AGREEMENT

3.1 This Agreement shall have an Initial Term and Effective Date as referenced on the Summary Sheet. This Agreement shall automatically renew for succeeding twelve (12) month periods thereafter; provided, this Agreement may be terminated by either party following the end of the Initial Term or any twelve (12) month period thereafter, if a party has given at least ninety (90) calendar days prior written notice of termination to the other party prior to the commencement of the first renewal term or any subsequent renewal term, as applicable.

Except as referenced on the applicable Fee and Expense Exhibit(s), the amounts set forth on the applicable Fee and Expense Exhibit(s) shall remain unchanged during the initial thirty-six (36) months of the term of the Agreement; thereafter fees are subject to change every twelve (12) months and shall not exceed a three (3) percent net increase per year for the Initial Term of the agreement.

ARTICLE IV TERMINATION OF THIS AGREEMENT

4.1 In the event of a material breach by PayFlex of the terms hereof, the Company shall provide PayFlex with written notice and an opportunity to cure the breach within thirty (30) calendar days thereafter. If PayFlex does not cure the breach within such time period, this Agreement shall, at the option of the Company, terminate upon written notice to PayFlex within ten (10) business days thereafter.

4.2 This Agreement shall, at the option of PayFlex, terminate in the event of:

- (a) The Company's failure to pay the amounts referenced in the applicable Fee and Expense Exhibit(s) by the due date;
- (b) Failure of the Company to either timely fund a claim payment or reject the claim in writing, in either case within three (3) banking days after receipt by the Company of the demand or history with respect to such claim;
- (c) Commencement of a bankruptcy proceeding of the Company or the insolvency of the Company;
- (d) Failure of the Company to promptly deliver any data necessary for the proper performance of PayFlex's duties hereunder within five (5) business days following the request therefore;
- (e) Merger, sale or consolidation of the Company, unless written consent has been given by PayFlex to continue Services in advance of such event, such consent shall not be unreasonably withheld;
- (f) The enactment or change of any law or regulation which makes the continuance of this Agreement illegal or commercially impracticable; or
- (g) Any other breach of this Agreement by the Company which is not cured (if curable) within thirty (30) calendar days following written notice from PayFlex.

4.3 Upon termination of this Agreement, PayFlex shall, upon written request and within a mutually agreed upon timeframe, destroy Company records with notice to the Company, and provide a complete and final accounting as it relates to this Agreement. All records in PayFlex's possession with respect member claim files and member information pertaining to the Services will be maintained by PayFlex for the greater of (1) a period of seven (7) years following their processing hereunder; or (2) such period as required under applicable law. All administration systems, computer systems and software developed by PayFlex in connection with the Services performed hereunder constitute the sole property of PayFlex and shall be retained by PayFlex upon the termination of this Agreement. The Company hereby disclaims any interest in or to such items.

ADMINISTRATIVE SERVICES AGREEMENT

TERMS AND CONDITIONS

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ARTICLE V INDEMNITY/DAMAGE LIMITS/MISCELLANEOUS

5.1 Except to the extent otherwise agreed to in writing by PayFlex, PayFlex is not and shall not under any circumstances be deemed the "Company," a "named fiduciary" or a "fiduciary", as defined in ERISA, of any Company plan or for any other purpose under any federal, state or local law applicable to or otherwise affecting or regulating any company-sponsored employee benefits, and the Company acknowledges such fact and otherwise releases and discharges PayFlex from any such obligation, position or role. PayFlex shall not be required to advance its funds for the reimbursement requests or payments under any Company plan except to the extent otherwise agreed to in writing by PayFlex. PayFlex shall not be considered the insurer or underwriter of the liability of the Company to provide benefits for the Members. The Company shall have the sole responsibility and liability for the payment of all reimbursement requests. The Company shall also be responsible for all expenses incidental to or otherwise related to the operation of any Company plan.

5.2 Each party agrees to defend, indemnify and hold the other harmless from and against any and all third-party claims, damages, losses and expenses which are incurred or suffered by a party and directly relate to the other party's performance under this Agreement, except in relation to matters as to which the indemnified party shall be finally adjudged to be liable as a result of their willful misconduct or breach of the applicable standard of care in the performance of their duties hereunder; provided that, under no circumstances shall PayFlex be liable or otherwise responsible (and the Company agrees to defend, indemnify and hold PayFlex harmless) if PayFlex's action was based on directions or instructions given by the Company or its designee to PayFlex.

5.3 PayFlex makes no commitment or guarantee that any amounts paid to or for the benefit of a Member will be (or continue to be) excludable from the Member's gross income for federal, state or local tax purposes. Pursuant to local, state and federal law it is the obligation of each Member to determine whether a payment under the Services provided is excludable from the Member's gross income for federal, state and local tax purposes.

5.4 This Agreement (comprising all of the documents referenced on the Summary Sheet), constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all

previous agreements and discussions (whether written or oral) relating to the subject matter hereof. In the event of a conflict between any of the provisions of this Agreement, such conflict shall be resolved in favor of the more specific provision over a more general provision. No terms that are additional to or different from the terms of this Agreement (including, without limitation, the terms of any purchase order) shall be binding on either party hereto. This Agreement shall be governed by the internal substantive laws of the State of Nebraska except to the extent superseded by federal law, including but not limited to ERISA and the Internal Revenue Code of 1986, as amended (the "Code").

5.5 IN NO EVENT SHALL EITHER PARTY BE LIABLE OR OTHERWISE RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS AND ATTORNEYS' FEES, REGARDLESS OF THE NATURE OR BASIS OF THE CLAIM AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PAYFLEX'S MAXIMUM LIABILITY UNDER THIS AGREEMENT TO THE COMPANY OR ANY PARTICIPANT FOR ANY CLAIMS, DAMAGES, LOSSES OR EXPENSES (INCLUDING, BUT NOT LIMITED TO, THOSE ARISING UNDER THIS AGREEMENT), REGARDLESS OF THE NATURE OR BASIS OF THE CLAIM, SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT OF THE FEES PAID BY THE COMPANY TO PAYFLEX DURING THE PRIOR TWELVE (12) MONTHS. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY OR EXCLUSION OF DAMAGES IS INTENDED TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY PAYFLEX TO THE COMPANY AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE REMEDIES IN THIS AGREEMENT HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

5.6 The failure of either party to strictly enforce any provision of this Agreement shall not be deemed to be a waiver of such provision (or of any other provision of this Agreement), nor shall such failure be deemed to be a waiver of any subsequent breach of such provision (or any other provision of this Agreement). No waiver of any provision of this Agreement shall be binding upon any party unless it is in writing and executed by both parties.

ADMINISTRATIVE SERVICES AGREEMENT

TERMS AND CONDITIONS

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5.7 Any litigation involving any claim (whether legal or equitable) which relates to or arises from the subject matter of this Agreement shall be brought exclusively in the appropriate state or federal courts located in Douglas County, Nebraska. Each party hereby:

(a) Consents to submit itself to the exclusive personal jurisdiction of such state or federal courts;

(b) Expressly agrees to waive all challenges to the jurisdiction of and venue in such courts based on lack of jurisdiction and/or inconvenient or improper venue; and

(c) Agrees that it will not bring any action relating to the subject matter of this Agreement in any court other than the foregoing courts.

5.8 Company shall be in default hereunder if the Company becomes directly acquired by a competitor of PayFlex, its parent or affiliates without PayFlex's express prior written consent. PayFlex's consent hereunder may be withheld in PayFlex's sole and absolute discretion.

5.9 It is expressly agreed that the parties intend by this Agreement to establish between themselves the relationship of independent contractors. This Agreement is not intended to and shall not be construed to create between the parties, any affiliate relationship, partnership, joint venture, employment relationship, agency, fiduciary or other special relationship. The provisions of this Agreement are only for the benefit of the parties hereto and not for any other person. This Agreement shall not provide any third person with any remedy, claim, reimbursement, cause or action or other right.

5.10 Force Majeure. PayFlex will not be liable for, or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement, including performance guarantees if applicable, as a result of any cause or condition beyond PayFlex's reasonable control, so long as PayFlex uses commercially reasonable efforts to avoid or remove such causes of non-performance. Such causes include, but are not limited to: acts of God; acts of terrorism; pandemic; fires; wars; floods; storms; earthquakes; riots; labor disputes or shortages; and governmental laws, ordinances, rules, regulations, or the opinions rendered by any court, whether valid or invalid.

5.11 If any part of this Agreement is found to be illegal, unenforceable, or invalid, such part shall be severed from this Agreement and the remaining

provisions of this Agreement will remain in full force and effect.

5.12 Financial Sanctions Exclusions. If benefits or reimbursements provided by this Agreement violate or will violate any economic or trade sanctions, the benefits are immediately considered invalid. PayFlex cannot make payments for claims or services if it violates a financial sanction regulation. This includes sanctions related to a blocked person or a country under sanction by the United States, unless permitted under a written Office of Foreign Asset Control (OFAC) license.

5.13 This Agreement may not be amended or otherwise modified other than by a written instrument signed by the Company and PayFlex.

5.14 ANY CLAIM OR CAUSE OF ACTION ARISING FROM OR OTHERWISE RELATED TO THIS AGREEMENT MUST BE COMMENCED WITHIN TWO (2) YEARS FROM THE TIME IT FIRST ACCRUED, OR WILL BE FOREVER BARRED.

5.15 Any and all notices shall be delivered by first class mail (postage pre-paid) or by overnight commercial delivery service (pre-paid) or delivered by hand to the party at their address referenced on the Summary Sheet.

5.16 As applicable, PayFlex agrees to assist the Company as a business associate in complying with the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Parts 160-64) and the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and the HIPAA Omnibus Final Rule at 78 Fed. Reg. 5566 (January 25, 2013), as they relate to the obligations of a business associate, and to this end, PayFlex and Company agree to execute a form of "Business Associate Agreement" mutually agreed to by both Parties in connection with the Services performed hereunder. Note: Business Associate Agreements are not applicable to Health Savings Account, Dependent Care Flexible Spending Accounts, Transit and Parking, Commuter, Adoption or Tuition Services.

ADMINISTRATIVE SERVICES EXHIBIT

REIMBURSEMENT SERVICES ADMINISTRATION

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This Exhibit details the services PayFlex will perform as it relates to the Reimbursement Services selected on the Summary Sheet.¹

ARTICLE VI DUTIES OF THE PARTIES

PayFlex's Responsibilities

6.1 In accordance with Section 1.2 of the Terms and Conditions PayFlex shall maintain records on each Member. The Company shall furnish PayFlex with all information necessary for the preparation of such records. PayFlex shall not be responsible for verifying the accuracy or completeness of the information provided by the Company. The records maintained on each Member shall include:

- (a) Full name and address;
- (b) Member number or Social Security number;
- (c) Election and/or contribution amount; and
- (d) Effective date of coverage.

6.2 PayFlex shall provide the Company with forms or comparable electronic means for the enrollment and maintenance of a Member's records and for the Member's submission of claims for payment of benefits provided in the Plan.

6.3 PayFlex shall assist the Company, or its designated agent, by providing information relating to the preparation and filing of any report, form or document required by any state or federal agency with respect to the Plan. PayFlex will also assist the Company by providing the following, when requested, and without exposing PayFlex to liability for providing any such assistance:

- (a) Electronic sample of the "Plan Document" and "Summary Plan Description," when requested by the Company;

(b) Available information requested by the Company in connection with the filing of the IRS Form 5500; and

(c) Available information requested by the Company in connection with conducting non-discrimination testing.

6.4 The Company shall be responsible for the final proper preparation and timely filing of the following documents, and performance and compliance with the following in connection with the Plan:

- (a) "Plan Document" and "Summary Plan Description";
- (b) Corporate resolution approving and adopting the Plan;
- (c) IRS Form 5500; and
- (d) Non-discrimination testing and compliance.

The Company shall defend, indemnify and hold PayFlex harmless from any claim, damage, loss or expense arising out of the Company's performance of its obligations under this Section.

Claim Services

6.5 PayFlex shall process each application for benefits made by a Member on the forms distributed by the Company or via approved electronic means, and after due investigation and verification of the statements contained therein, PayFlex will make the initial determination of the eligibility of the Member to benefits under the Plan.

6.6 PayFlex shall conduct such examination as is reasonable to determine that the claim for benefit is consistent with the terms of the Plan and will make the initial determination of the amounts due and payable pursuant to the Plan.

6.7 PayFlex shall make available to the Company, a check history showing the name of the Member, name of payee and amount of benefit payable based on PayFlex' initial determination as to the allowability of the claim.

6.8 PayFlex shall arrange for the payment of all approved claims from funds made available by the Company. The claim checks shall be made payable to the Member, their assignee, or to such other person designated by the Member not otherwise restricted or prohibited by the Plan. The Company authorizes PayFlex to prepare and issue checks signed by PayFlex

¹ The Reimbursement Service Benefit, Administration Administrative Services Exhibit governs the administration of the following Services, as applicable, and as selected by the Company on the ASA Summary Sheet: Healthcare and Dependent Care Flexible Spending Account (FSA), Limited Purpose Flexible Spending Account (LPFSA), Health Reimbursement Arrangement (HRA and RRA), Transit and Parking, Adoption Assistance, Tuition Assistance and Premium Only.

ADMINISTRATIVE SERVICES EXHIBIT

REIMBURSEMENT SERVICES ADMINISTRATION

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from a PayFlex account funded by the Company for the purpose of paying claims. Any interest generated on such account shall be used to pay the fees of the financial institution with respect to such account. To the extent that such interest is not sufficient to pay such fees, PayFlex shall pay such fees. To the extent that such interest is in excess of such fees and it does not exceed LIBOR plus 2-percent, PayFlex shall be entitled to retain such interest as compensation for services. PayFlex shall request payment from the Company on a periodic basis for the payment of claims. PayFlex reserves the right to not release claim reimbursements until current funds are received by PayFlex from the Company. The Company shall advise a Member of any delays in payment of any claim due to the failure of the Company to fund a claim payment and the effect of such delay on the payment of the claim processed pursuant to this Agreement. Upon request, PayFlex will provide a report of outstanding reimbursement checks to the Company.

6.9 The Company shall have the final authority to authorize or disallow claim payments. PayFlex shall assume no liability and shall be indemnified and held harmless by the Plan and the Company, from and against any and all claims, damages, losses or expenses resulting from PayFlex' compliance with instructions or directions communicated by the Company to PayFlex in writing.

6.10 In the event a claim is ultimately determined to not be payable, PayFlex shall notify the Member of such decision, including the reason for the denial. The Member shall have the right to appeal such denial. PayFlex will evaluate the appeal and advise the Company of PayFlex' recommendation as to the allowability of the claim. PayFlex will provide an appeal response to the Member. The final disposition of claim will be made by and at the risk of the Company. Such final disposition will relate to Member eligibility and the timely filing of claims.

6.11 Where applicable, PayFlex shall provide debit cards (i.e. PayFlex Card™) to all reimbursement account Members, at the request of the Plan. Card use is bound by and subject to the terms of the "Card Association Rules" as described in the "Cardholder Agreement" that PayFlex provides to each Member upon card issuance.

6.12 All debit card transactions posted to the account, regardless of final disposition, are deemed to be claims and shall be the responsibility of the Plan and shall be funded by the Plan.

6.13 PayFlex shall make the following standard reports available to the Company at no additional cost:

(a) Ledger Summary Report (Monthly) – List of deposits, payments and account balances by Member account for the period and plan year to date.

(b) Election Report (Beginning of Plan Year) – List of elections by Member account. Company agrees to verify all deductions and annual elections and notifying PayFlex in writing of any changes or corrections within thirty (30) calendar days following delivery of such report by PayFlex.

(c) Funding Notification Reports (Settlement and Production) – Voucher-style report sent each time funding transactions are initiated.

(d) Production and Settlement Payment Registers – Supporting detail for the Funding Notification Report referenced above. Lists Member reimbursements by account type, plan year and division (if applicable).

6.14 Custom reports shall be provided subject to feasibility and data availability. Custom reports are not standard and shall be subject to an additional cost mutually agreed to by the parties in writing. The Plan shall be billed for programming time in accordance with the Fee and Expense Exhibit.

6.15 The services listed in this Exhibit may be expanded by mutual written agreement of the parties.

6.16 PayFlex, in accordance with its efforts to be an environmentally responsible company, shall provide Members with current account balance and activity information via electronic means, including web portal and call center. Periodic balance information shall be provided via "Explanation of Payment" documents that accompany claims reimbursements.

Company's Responsibilities

6.17 The Company shall provide PayFlex with the necessary records of the Plan Members as of the Effective Date of this Agreement. Thereafter, the Company shall promptly notify PayFlex of all changes or corrections, including, but not limited to, termination, changes in status, or the addition of new Members. PayFlex shall not be liable for any action it has taken (or failed to take) on behalf of the Company or a Member prior to PayFlex's receipt of such information from the Company. The Company agrees to defend, indemnify and hold PayFlex harmless from and against any claim,

ADMINISTRATIVE SERVICES EXHIBIT

REIMBURSEMENT SERVICES ADMINISTRATION

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damage, loss or expense arising as a result of Company's failure to timely notify PayFlex of any such changes or corrections or to otherwise provide complete and accurate information to PayFlex.

6.18 For the purpose of calculation of fees and updating of applicable records, the Company agrees that Member eligibility terminations that take effect on a date that precedes the Company's notice to PayFlex of such termination (Retroactive Terminations) shall not exceed thirty (30) calendar days and that PayFlex has no financial responsibility for any benefit payments or fees as a result of the Company's failure to notify PayFlex of such terminations in writing.

6.19 The Company shall maintain a supply of forms, which, upon the Company's request, will be provided by PayFlex and the Company shall distribute or make such forms available to the Members for the filing of claims for benefits or to report changes in participation.

6.20 The Company shall be solely responsible for the collection and administration of contributions to the Plan.

6.21 The Company shall provide PayFlex with all materials, documents and information necessary for PayFlex's performance hereunder, or to satisfy the requirements of governing law.

6.22 The Company shall be solely responsible for satisfying any and all reporting and disclosure requirements imposed on the Plan under applicable law. PayFlex will assist with such requirements (without exposing PayFlex to liability), upon written request from the Company.

6.23 Health Reimbursement Accounts (HRA). The Plan shall only reimburse expenses for those individuals who are covered under a group health plan that is compliant with Affordable Care Act (ACA) requirements. The Company acknowledges that it is their responsibility under the IRS code to determine whether or not an employee's dependent is eligible to be covered under the HRA sponsored by the Company and that they are in the best position to determine an employee's dependent data and if that dependent(s) is covered under the Company sponsored group health plan or other ACA compliant group health plan. The Company shall defend, indemnify and hold PayFlex harmless from any claim,

damage, loss or expense arising out of the instructions the Company provided to PayFlex to approve HRA dependent claims absence a list provided to PayFlex by the Company of such HRA ACA compliant dependents. This HRA provision does not apply to a qualified small employer health reimbursement arrangement (QSEHRA) (small group employers with less than fifty (50) full-time employees, that do not offer any group health plan), Healthcare and Dependent Care Flexible Spending Account (FSA), Limited Purpose Flexible Spending Account (LPFSA), Transit and Parking, Adoption Assistance, Tuition Assistance and Premium Only.

ARTICLE VII TRANSITION

7.1 If this Agreement is terminated by either party (other than by PayFlex pursuant Section 4.2 of the Terms and Conditions) and the Company elects a 90-day run-out period for claims submissions PayFlex shall continue to perform services hereunder (i.e. process claims) for up to three (3) months thereafter in exchange for an advanced fee paid by the Company equal to three (3) times the last month's bill. Such fee (and all other amounts owing to PayFlex hereunder) shall be paid in full prior to further performance by PayFlex.

The parties understand that there may be unresolved claims that were incurred prior to the termination date but received by PayFlex within three (3) months following the termination date ("Runout Claims or Runout Claims Period"). The Fees and Funding provisions of such Runoff Claims are outlined in Financial Account Terms Exhibit.

PayFlex shall have no obligation to process requests for reimbursement or payments presented after the end of the "Runout Claims Period" if elected by the Company, or the termination date if not elected. All payments made in accordance with this Section shall under all circumstances continue to be the sole responsibility and liability of the Company.

ADMINISTRATIVE SERVICES EXHIBIT

HEALTH SAVINGS ACCOUNT ADMINISTRATION

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This Exhibit details the services PayFlex will perform as it relates to the Health Savings Account (HSA).

ARTICLE VIII DUTIES OF THE PARTY

PayFlex's Responsibilities

8.1 Subject to conditions set forth herein, PayFlex will make available and grant access to the Company a PayFlex website (hereafter, the "Employer Portal") which would allow the Company to verify whether an HSA has been opened for its eligible employees and to view certain program data including payroll contribution information.

8.2 PayFlex shall provide debit cards (i.e. PayFlex Card™) to all HSA Members. Card use is bound by and subject to the terms and conditions of the "Card Association Rules" as described in the "Cardholder Agreement" that PayFlex provides to each Member upon card issuance.

8.3 All card transactions posted to the Member account, regardless of final disposition, are deemed to be reimbursement requests or payments and shall be funded by the account contributions.

8.4 PayFlex shall not perform any substantiation or verification on any transaction posted to the HSA. HSAs are completely self-directed by the Member and PayFlex is not responsible for ensuring compliance or compliance with applicable law.

8.5 If Company funds deposit transactions for Members who do not have active accounts because they have not passed the HSA regulatory eligibility requirements or any other regulatory required vetting, PayFlex will attempt to deposit the transactions for a period of 90 calendar days. During this time, funds received from the Company will be deposited at a financial institution of PayFlex's choosing. Any interest generated on such funds shall be used to pay the fees of the financial institution with respect to such account. To the extent that such interest is not sufficient to pay such fees, PayFlex shall pay such fees. To the extent that such interest is in excess of such fees and it does not exceed LIBOR plus 2-percent as compensation for services. PayFlex will return interest in excess of these permissible amounts to the Company and the Company agrees that it will use such amounts consistent with applicable law. PayFlex will return to Company any deposit transactions associated with Members without

active accounts at the end of the ninety (90) calendar day period minus any interest PayFlex is entitled to keep under this paragraph. The Company shall be responsible for any accounting or reporting requirements caused by any deposit transactions associated with Members which do not have active accounts. The Company agrees that, in addition to the amounts specified in the Fees and Expense Exhibit, amounts retained by PayFlex under this paragraph constitute reasonable compensation for PayFlex's services.

8.6 PayFlex will provide administrative services to Members in accordance with the terms of the "Health Savings Account Custodial Member Agreement." The Company acknowledges that the Health Savings Account Custodial Member Agreement is solely between the Member, PayFlex and the custodian. The Health Savings Account Custodial Member Agreement does not give the Company any rights or impose any obligations on the Company. Neither PayFlex nor the Company will restrict the Member's ability to move funds to another HSA beyond those restrictions defined by the Code.

8.7 PayFlex and the custodian retain sole authority and discretion to open and close the HSA or resign as custodian in accordance with the terms of the "Health Savings Account Custodial Member Agreement."

8.8 PayFlex's responsibility with respect to any HSA tax reporting requirements shall be solely in connection with reporting applicable information to Members and any governmental entity as required by law. The Company shall be responsible for wage reporting and any other tax or other reporting or disclosure requirements applicable to it under federal, state or local law.

8.9 PayFlex shall have no responsibility with respect to determining whether the Company has made comparable contributions to HSAs for comparable participating employees under Section 4980G of the IRS Code and applicable regulations.

ARTICLE IX SERVICES

9.1 PayFlex shall provide the Company with reports to facilitate payroll reconciliation and account status determination.

9.2 Custom reports may be provided subject to feasibility and data availability. Custom reports are not standard and shall be subject to an additional cost mutually agreed to by the parties in writing. The

ADMINISTRATIVE SERVICES EXHIBIT

HEALTH SAVINGS ACCOUNT ADMINISTRATION

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Company shall be billed for programming time in accordance with the Fees and Expenses Exhibit or as otherwise agreed to in writing by the parties.

9.3 The services listed in this Exhibit may be expanded by mutual written agreement of the parties.

9.4 PayFlex shall post a deposit to each individual Member account based on deposits reported to PayFlex by the Company. Once the deposit is made to the individual Member account, PayFlex may not be able to reverse the transaction. Under no circumstances will PayFlex be liable for any loss or expense arising as a result of the Company's adjustment to payroll contributions.

Company's Responsibilities

9.5 The Company shall provide PayFlex with the necessary and accurate records of the Members as of the Effective Date. Thereafter, the Company shall promptly notify PayFlex of all changes or corrections, including, but not limited to, termination, changes in status, or the addition of new Members.

9.6 The parties, as mutually agreed upon, shall provide Members with the Health Savings Account Custodial Member Agreement as part of the enrollment process. The parties, as mutually agreed, shall capture and store record of the Member's acknowledging agreement to the Health Savings Account Custodial Member Agreement. PayFlex shall not be liable for any action it has taken (or failed to take) on behalf of the Company or a Member prior to PayFlex's receipt of such information from the Company. The Company agrees to defend, indemnify and hold PayFlex harmless from and against any claim, damage, loss or expense arising as a result of Company's failure to timely notify PayFlex of any such changes or corrections or to otherwise provide complete and accurate information to PayFlex.

9.7 The Company shall ensure that the high deductible health plan (HDHP) it offers, or makes available to employees, satisfies the applicable requirements of Section 223 of the Code. PayFlex is under no obligation to confirm or verify that any HDHP satisfies the requirements of Section 223 of the Code, nor shall PayFlex be responsible for eligibility and benefit claims determinations with respect to any HDHP, whether sponsored by the Company or otherwise.

9.8 The Company will provide PayFlex with all data on Members and contributions, including payroll deduction and Company contributions (if applicable).

The Company is responsible for reviewing and approving such information, including transmissions of contribution information. The Company shall cooperate with PayFlex to reconcile accounts in the event of any discrepancies between the contribution file and the actual funds transmitted and received by PayFlex. The Company will be responsible for providing any disclosure and obtaining any consent from Members that may be required under applicable law to send any of the Member's personal or financial information to PayFlex. PayFlex will not provide any information regarding HSAs to the Company that is not permitted under PayFlex or the custodian's privacy policy, the account agreement and/or applicable law.

9.9 The Company will not include in its marketing materials, or otherwise communicate to its Members, that PayFlex or the custodian provides services other than those set forth herein or any information regarding the mutual funds or other investments made available to HSA Members other than that information contained in the applicable mutual funds' prospectus, statement of additional information, fund advertising or fund sales literature that complies with applicable laws and regulations and has been approved for use on behalf of the mutual fund by the appropriate fund personnel.

9.10 The Company understands and acknowledges that PayFlex will not be responsible or liable for the funding of the HSAs and that the Company's failure to fund the contributions may result in additional fees, rejection/return of the payroll contributions submitted and/or termination of this Agreement. The Company understands that any Company contributions it makes to HSAs are non-forfeitable.

9.11 The Company agrees to take all reasonable steps to avoid application of ERISA to the HSAs established hereunder, including compliance with the conditions in the ERISA safe harbor exception for group or group-type insurance programs. In the event that any HSAs are or become subject to ERISA or any comparable law, the Company shall ensure full compliance with such laws with respect to such HSAs and under no circumstances shall PayFlex be responsible for any such requirements. Neither the Company nor PayFlex will knowingly engage in any prohibited transactions with any HSA.

ARTICLE X TRANSITION

10.1 If this Agreement is terminated by either party (other than by PayFlex pursuant Section 4.2 of the Terms and Conditions), PayFlex agrees to continue to

ADMINISTRATIVE SERVICES EXHIBIT
HEALTH SAVINGS ACCOUNT ADMINISTRATION

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perform services hereunder for up to three (3) months thereafter in exchange for a fee paid by the Company equal to three (3) times the last month's bill. Such fee (and all other amounts owing to PayFlex hereunder) shall be paid in full prior to further performance by PayFlex.

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ENVIRONMENTAL[®] STANDARDS

Setting the Standards for Innovative Environmental Solutions

August 13, 2020

Ms. Carrie Wallace
County Administrator
Upshur County Commission
91 West Main Street, Suite 101
Buckhannon, WV 26201

Subject: Change Order Request No. 3
Upshur County Youth Camp Tar Pit Site, Brownfields Cleanup
Selbyville, WV
Environmental Standards Project Number: 20188447

Dear Ms. Wallace:

Environmental Standards, Inc.'s (Environmental Standards') is requesting a change order to cover costs associated with pavilion construction oversight, and report updates, at the Upshur County Youth Camp Tar Pit property located in Selbyville, Upshur County, West Virginia. These services were performed upon request to meet your Voluntary Remediation Program Land Use Covenant obligations, as well as specifications by Ms. Terri Jo Bennett for soil removal, post depths, and foundation elevations. A summary of the additional services is presented below. These tasks were agreed upon by the Commission and Environmental Standards on July 20, 2020.

Additional Services

Environmental Standards will return to the site and provide direct oversight of pavilion foundation construction activities. Two field days, plus travel, is estimated. Environmental Standards will document the activities by taking photographs and will offer opinion and guidance to the construction crew when pine tar impacted soils are encountered. The photographs will be submitted along with a summary to the Commission.

Environmental Standards will update the Remedial Action Completion Report, Land Use Covenant, and Final Report to address the additional soil management activities completed.

Additional cost: \$13,000.00

Environmental Standards respectfully requests a change order in the amount of \$13,000.00, for an overall project total budget of \$88,519.50. If you should have any questions or comments about this change order request, please feel free to contact me at (304) 552-1442.

Respectfully,

Lydia M. Work, LRS
Principal Chemist

Elkins Road Public Service District

4536 Old Elkins Road
Buckhannon, WV 26201
304-472-3008 (M-thru-F)
Fax 304-472-2028

*Board of Directors
Carey A. Wagner, Chair/Treasurer
Larry J. Heater, Secretary
Sonny Matthews, Board Member*

August 6, 2020

Upshur County Commission
38 West Main Street
Buckhannon, WV 26201

ATTN: Mr. Terry B. Cutright, Commission President

RE: Elkins Road Public Service District
Reappointment to Board of Directors
Larry J. Heater – Term Expires September 30, 2020

Dear Commissioners:

At the August 4, 2020 Regular Meeting of the Elkins Road Public Service District Carey Wagner moved to draft a letter to request that the Upshur County Commission reappoint Larry J. Heater to the Elkins Road PSD Board of Directors, as his term expires on September 30, 2020.

His attendance has been noteworthy and he is always willing to help in any way he can.

We respectfully ask that you honor the wishes of the Elkins Road PSD Board and reappoint Larry to serve another term.

If you have any questions, please contact our office at 304-472-3008.

Sincerely,
ELKINS ROAD PUBLIC SERVICE DISTRICT


Carey A. Wagner, Board Chair/Treasurer


Sonny Matthews, Board Member

/cd

INTEROFFICE MEMORANDUM

TO: UPSHUR COUNTY COMMISSION
FROM: CARRIE WALLACE, COUNTY ADMINISTRATOR
SUBJECT: REQUEST FOR EMPLOYMENT OF ADDITIONAL PART-TIME TEMPORARY
HOUSEKEEPER AS A RESULT OF COVID-19
DATE: AUGUST 18, 2020
CC: DEBBIE HULL, BOOKKEEPER

Commissioners,

Due to the commencement of school, additional housekeepers will be needed in order to meet the additional sanitation efforts that are necessary due to COVID-19. I respectfully request the part-time temporary employment of Ethan E. Linger, Laikelyn J. Leggett, John E. Coffman, Kirsten D. Currence, and Kasey R. Currence, effective August 20, 2020. Each will be scheduled, as needed, around their regular school schedules and work 20 hours or less at the rate of ten dollars (\$10) per hour. This expense will be charged to the Governor's COVID-19 Block Grant as the need for the position is a result of COVID-19 and was not budgeted as of March 27, 2020. These employees will be responsible for making rounds throughout the Courthouse and Annex to perform regular sanitation of door knobs, light switches, stairwell banisters, the elevator, countertops and other frequently touched areas.

I greatly appreciate your consideration of this request and I am available to answer any questions you may have.

Thank you.

INTEROFFICE MEMORANDUM

TO: UPSHUR COUNTY COMMISSION
FROM: CARRIE WALLACE, COUNTY ADMINISTRATOR
SUBJECT: REQUEST FOR EMPLOYMENT OF ADDITIONAL PART-TIME TEMPORARY
HOUSEKEEPER AS A RESULT OF COVID-19
DATE: AUGUST 18, 2020
CC: DEBBIE HULL, BOOKKEEPER

Commissioners,

After coordinating with Amber Powers' supervisor, Sheriff Coffman, I respectfully request to rehire Amber Powers as a part-time temporary housekeeper, effective August 20, 2020. Due to the commencement of school, additional housekeepers are needed in order to meet the additional sanitation efforts that are necessary due to COVID-19. Upon approval, Ms. Powers will be paid \$10 per hour and these scheduled hours will count towards her 1040 hours allowable per year. This expense will be charged to the Governor's COVID-19 Block Grant as the need for the position is a result of COVID-19 and was not budgeted as of March 27, 2020. She will be responsible for making rounds throughout the Courthouse and Annex to perform regular sanitation of door knobs, light switches, stairwell banisters, the elevator, countertops and other frequently touched areas.

I greatly appreciate your consideration of this request and I am available to answer any questions you may have.

Thank you.

Upshur County Sheriff's Office

38

DAVID H. COFFMAN, SHERIFF

Heather D. Parke
Chief Deputy
Tax Division

38 W. Main Street, Room 101 • Buckhannon, WV 26201
Tax Office Phone: 304-472-1180 • Law Enforcement Phone: 304-472-1182
Tax Office Fax: 304-472-0937 • Law Enforcement Fax: 304-472-4547

Michael R. Kelley
Chief Deputy
Law Enforcement

August 20, 2020

Upshur County Commission
Upshur County Administrative Annex
91 West Main Street, Suite 101
Buckhannon, WV 26201

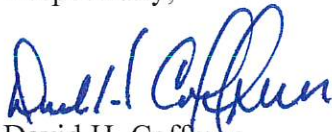
Dear Commissioners:

I respectfully request your approval to hire Cade Garrett as a fill-in Court Security Officer. A background check has been completed for this applicant.

Since this is a fill-in position, no additional funding will be needed than what has already been included in the Court Security Budget. Upon approval, Mr. Garrett will begin employment on August 30, 2020 at a rate of \$11.00/hour.

Thank you for your consideration and support.

Respectfully,



David H. Coffman
Sheriff
Upshur County

August 14, 2020

Terry Cutright, President
Upshur County Commission
91 W. Main Street, Suite 101
Buckhannon, WV 26201

Dear Commissioners,

As County Program Coordinator of the Upshur County Extension Service, I am requesting that Mimi Riffle be hired for the Extension Program Assistant position at the rate of \$13.00/hr. Because this will be a transfer of employment from another county office, I am requesting a start date of September 3, 2020, or a date mutually agreed upon with her current supervisor.

The addition of Mrs. Riffle's communication skills and personal experience to the Upshur County Extension Service will allow the following opportunities not necessarily available in the past:

- An exceptionally organized system for enrollment management, volunteer management, and Extension program operations,
- The prospect of offering live programming from the Families and Community Development (FCD) curriculum, such as:
 - Parenting
 - Household Finance/Budgeting
 - Dining with Diabetes
- Increased ability for our office to communicate with Upshur County citizens through news articles, newsletters, social media, and other correspondence

In addition to the new opportunities Mrs. Riffle will make possible, she will still be responsible for assisting our office with the MANY regular services/programming this office provides for Upshur County.

As always, I appreciate the Commission's commitment to the mission of the WVU Upshur County Extension Service, and your willingness to work through the hiring process.

Thank you,



Craig D. Presar

WVU Extension Agent, 4-H Youth Development

Upshur County Sheriff's Office

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DAVID H. COFFMAN, SHERIFF

Heather D. Parke

Chief Deputy
Tax Division

38 W. Main Street, Room 101 • Buckhannon, WV 26201

Tax Office Phone: 304-472-1180 • Law Enforcement Phone: 304-472-1182

Tax Office Fax: 304-472-0937 • Law Enforcement Fax: 304-472-4547

Michael R. Kelley

Chief Deputy
Law Enforcement

August 14, 2020

To Whom It May Concern:

The Upshur County Sheriff's Office is updating your office with the new rank structure of our Office. The Officers are as follows:

Sheriff David Coffman

Chief Deputy Mike Kelley

Chief Deputy Pro Officer Adam Gissy

Captain Mark Davis

Lieutenant Marshall Powers

Sergeant Theron Caynor

Sergeant Dwaine Linger

Sergeant Rodney Rolenson

Corporal Tyler Gordon

Deputy Dan Barcus

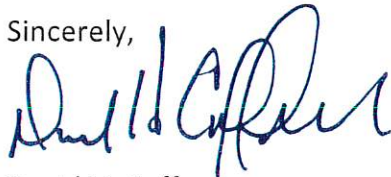
Deputy Cole Bender

Deputy Dakota Linger

Deputy Austin Nestor

We appreciate the support of our Officer's!!

Sincerely,



David H. Coffman

FirstEnergy Corp.
5001 NASA Boulevard
Fairmont, WV 26554
www.firstenergycorp.com

For Release: August 17, 2020

Contact:
Mark Durbin
330-761-4365

**FirstEnergy Encourages West Virginia Customers to Arrange Payment Plans and
Bill Assistance to Avoid Unmanageable Balances**
*Programs Can Alleviate Growing Balances for Customers Having Financial Difficulty Due to
the Pandemic*

Fairmont, W.Va. – Residential and business customers of FirstEnergy Corp.'s (NYSE: FE) Mon Power and Potomac Edison utilities who are having difficulty making ends meet are encouraged to contact their utility now to enroll in payment plans or bill assistance programs. While shutoffs for nonpayment are temporarily suspended due to the pandemic, establishing an affordable payment arrangement or obtaining assistance can help keep balances manageable during this difficult time.

"We understand many customers are in a difficult financial situation because of the pandemic," said Michelle Henry, vice president of customer service at FirstEnergy. "Customers who have lost income during this crisis may be eligible for assistance that was unavailable to them before, but some of those programs might not be available later, when overdue balances must be addressed."

Customer service representatives are available to assist residential customers with manageable payment arrangements and can provide customers with information on needs-based assistance programs. These programs may help customers avoid a large bill that would otherwise be due when the temporary suspension on shutoffs ends.

Mon Power and Potomac Edison customers in West Virginia may be eligible for one or more of the following assistance programs:

- **Dollar Energy Fund** is an emergency hardship fund designed to help residential customers who have suffered a recent financial hardship and need temporary help in paying their electric bill. Program funding is provided by FirstEnergy customers, employees, shareholders and other sources. The distribution of funds is administered by community-based organizations throughout Mon Power and Potomac Edison's West Virginia service territory. For information contact Mon Power or Potomac Edison. The online application process, along with a list of local Dollar Energy agencies, is available at the [Dollar Energy Application Process](#).
- **West Virginia Emergency Assistance Program** is administered by the West Virginia Department of Health and Human Resources (DHHR) to help eligible customers avoid termination of electric service. Emergency Assistance is a one-time payment that is applied to the customer's account. Customers must present a disconnect notice at the county DHHR office. For information call 304-558-0684 or find a local DHHR office here [Department of Health & Human Resources Agency Finder](#).
- **West Virginia 20 Percent Discount Program** is administered by the West Virginia DHHR, Office of Family Support, and can reduce a low-income customers' utility bill by 20 percent from November to March. Eligible customers can obtain applications from the DHHR and send the completed forms to: Mon Power/Potomac Edison, 20 Percent Discount Program, 5001 NASA Blvd., Fairmont, WV, 26554. Applicants can also call 304-558-0684 for additional information.
- **211** is a nationwide resource and information helpline that identifies locally available programs that may assist customers with utility bills or other needs. For more information dial 211, visit www.wv211.org or text your ZIP code to 898211.

For additional program information, please visit firstenergycorp.com/billassist.

FirstEnergy's utilities also have established a customer service team dedicated to assisting business and commercial customers. This team can provide helpful information on available assistance programs and offer payment arrangements if needed. To explore these programs, please contact your utility company and ask to speak with a member of the Small Business Team. West Virginia utility customer service numbers are:

- Mon Power 1-800-736-3407
- Potomac Edison 1-800-736-3401

Mon Power serves about 385,000 customers in 34 West Virginia counties. Follow Mon Power at www.mon-power.com, on Twitter [@MonPowerWV](https://twitter.com/MonPowerWV), and on Facebook at www.facebook.com/MonPowerWV.

Potomac Edison serves about 137,000 customers in the Eastern Panhandle of West Virginia. Follow Potomac Edison at www.potomacedison.com, on Twitter [@PotomacEdison](https://twitter.com/PotomacEdison), and on Facebook at www.facebook.com/PotomacEdison.

FirstEnergy is dedicated to safety, reliability and operational excellence. Its 10 electric distribution companies form one of the nation's largest investor-owned electric systems, serving customers in Ohio, Pennsylvania, New Jersey, West Virginia, Maryland and New York. The company's transmission subsidiaries operate approximately 24,000 miles of transmission lines that connect the Midwest and Mid-Atlantic regions. Follow FirstEnergy online at www.firstenergycorp.com. Follow FirstEnergy on Twitter: [@FirstEnergyCorp](https://twitter.com/FirstEnergyCorp).



HOW IT WORKS

In July 2019, the Community and Technical College System of West Virginia was awarded a nearly \$4 million grant from the U.S. Department of Labor to create Apprenticeships in Motion (AIM). The program's mission is to train and place apprentices in middle- to high-skilled information technology (IT) occupations that are in demand across the Mountain State. With priority for small businesses, AIM connects employers with students through community colleges, allowing apprentices to take technical courses to achieve an industry-recognized credential while gaining paid work experiences. The student wage is shared by the company and AIM, with students receiving at least \$12 per hour to work in an IT occupation, such as software development, coding and cybersecurity.

BUSINESS BENEFITS*

Apprenticeships are a known solution for attracting and retaining a skilled workforce. Businesses that incorporate apprenticeships into their practices have a competitive advantage due to their long-term investment in a skilled workforce. Customized training and education create the *right-skilled* workers and result in cost savings in employee recruitment, training and retention. Apprenticeships also create a pipeline to middle- and high-skilled positions within a company, allowing incumbent workers to advance to positions otherwise left unfilled.

STUDENT BENEFITS*

Apprentices gain success through real-world, on-the-job training and related technical instruction - "earning while learning" through paid cooperative experiences offered by their colleges and partnering companies. Though job placement after graduation isn't guaranteed, similar programs in West Virginia often result in at least 90% of graduates being hired by either participating companies or other regional employers who value qualified, skilled workers produced through apprenticeships.

LEARN MORE

Contact the AIM Apprenticeship Coordinator closest to you:

Asala Willis
Eastern West Virginia
(Blue Ridge CTC)
(Eastern WV CTC)

willis@wvctcs.org

Jennifer Randolph
Central West Virginia
(BridgeValley CTC)
(WVU Parkersburg)

randolph@wvctcs.org

Michael Goddard
Southern West Virginia
(Mountwest CTC)
(New River CTC)
(Southern WV CTC)

goddard@wvctcs.org

TeAnn King
Northern West Virginia
(Pierpont CTC)
(WV Northern CC)

king@wvctcs.org

**The DOL-ETA AIM Grant provides funding to assist participating businesses and students in support of this apprenticeship opportunity.*

Notice of Meeting

for

Upshur County Fire Board, Incorporated

(Statutory Corporation per Chapter 7 Article 17 of the WV Code)

Location: Upshur County Administrative Annex, Suite 101, 91 W. Main Street

Date: Tuesday, August 18, 2020

Time: 6:30 p.m.

AGENDA

Call Meeting to Order

Approval of Minutes---July 21, 2020

Public Questions/Comment Period

Report from Fire Fee Clerk on Collections and/or Operational Procedures

- Cumulative report
- My Buckhannon Analytics

Financial Matters/Items

- Bank Statement---Checking Account Balance as of 7/31/2020---\$44,809.35
- Disbursement from Chief Tax Deputy for July---TBD prior to the meeting

Payment of Bills/Invoices

- Quill.com---Office Supplies---\$154.98
- Upshur County Commission---Reimbursement---Office Supplies---\$161.98
- Software Systems---Invoice # 34096---monthly maintenance and conversion of 2020 fire fees---\$563.50

Discussion/Approval of Copier reassignment

Review of VFD Financial Reports Received

Review and Approval of Corrective Tickets and Exonerations

Review/Approve RFP for next 3 years of Audits

Other Items/Matters to Consider

Date of Next Meeting---September 15, 2020---Adjournment

**UPSHUR COUNTY PUBLIC LIBRARY
Board of Directors Meeting Agenda
Wednesday, August 19, 2020, 4:00 p.m.**

Agenda

- I. Call to Order
- II. Reading/Approval of Minutes
- III. Review/Approval of Monthly Financial Report
- IV. Librarian's Report – see attachment
- V. Unfinished Business
 - A. Check Signing/Bank account changes
 - B. Parking Lot update
- VI. New Business
 - A. Emergency Plan
 - B. Display Case Policy
- VII. Friends of the Library update – Ann Slaughter
- VIII. Setting date of next Board meeting
- IX. Adjournment



Notice of Monthly Meeting Upshur County Farmland Protection Board

Location: West Virginia Farm Bureau Office
1 Red Rock Road, Buckhannon, WV

Date: August 20, 2020

Time: 2:00 p.m.

AGENDA

CALL MEETING TO ORDER / ROLL CALL

PUBLIC QUESTIONS / COMMENT PERIOD

APPROVAL OF MINUTES: July 2020

BUSINESS ITEMS – Discussion/Update/Action

- Locally important soils – from John
- Review/Ranking of applications
 - o Update on Queen visit
 - o Schedule visit(s)
- Hicks monitoring report

FINANCIAL MATTERS – Discussion/Update/Action

- FY20 Financial Spreadsheet / Financial Report
- Payment of Bills / Invoices ---
 - o Saddleback Services

OTHER BUSINESS –

DATE OF NEXT MEETING

ADJOURNMENT

City Council of Buckhannon – 7:00 pm in Council Chambers
Meeting Agenda for Thursday, August 20, 2020

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Channel 3 is Live Streaming our City Council Meetings here:
<https://www.facebook.com/ch3buckhannon/>

Please send public comments to buckhannon@buckhannonwv.org via email or drop them in the mail, or dropbox behind City Hall.

A. Call to Order

- A.1 Moment of Silence
- A.2 Pledge to the Flag of the United States of America
- A.3 Mayor's Greetings

B. Recognized Guests

- B.1

C. Department & Board Reports

- C.1 Information Coordinator/Grant Researcher- Callie Cronin Sams
- C.2 Public Works Director- Jerry Arnold
- C.3 Finance Director- Amberle Jenkins
- C.4 Police Chief-Matthew Gregory
- C.5 City Attorney- Tom O'Neill

D. Correspondence & Information

- D.1 City of Buckhannon Covid-19 Response Survey -Link: <https://www.surveymonkey.com/r/COVIDpandemic>
- D.2 CityPR: WVDOH and A&O Railroad Crossing Improvement & Paving Project-Route 20 to be Closed Aug 22nd -24th
- D.3 CityPR: Crossroads Recycling Center to Close Due to Misuse; Residents to Utilize Curbside Collection or Mudlick Center
- D.4 SYCC Accepting Applications for Part-Time Program Assistants for the After School Program
- D.5 Water Department Accepting Applications for Full-Time Water Plant Operator

E. Consent Agenda

- E.1 Approval of Minutes-Regular Meeting 08/06/2020
- E.2 Approval of Building and Wiring Permits
- E.3 Approval of Payment of the Bills

F. Strategic Issues for Discussion and/or Vote

- F.1 Approval Ordinance No. 446 State Building Code Update Adoption-2nd Reading/Final
- F.2 Discussion Committee Review of Personnel Policies
- F.3 Approval to Accept Police Civil Service Commission List of Eligibles
- F.4 Approval COB Board Appointments & Committees FY 2020/2021
- F.5 Approval Resolution No. 2020-09-Support for Construction Phase Binky Poundstone Riverwalk Extension #4
- F.6 Approval to Accept Quote from Watch Guard for Police Department HD WiFi In Car & Body Camera Systems
- F.7 Approval Financing for Concrete Mixer and Silo

G. Comments and Announcements

- G.1 Mary Albaugh
- G.2 Pamela Bucklew
- G.3 C J Rylands
- G.4 David Thomas
- G.5 Jack Reger
- G.6 Randall Sanders

H. Mayor's Comments and Announcements

I. Executive Session –Personnel Matters Per WV Code § 6-9A-4

J. Adjournment

Posted 08/17/2020

Next Regular Scheduled City Council Meeting Thursday, September 3, 2020

Tennerton Public Service District
Monthly Meeting
July 8, 2020

The regular monthly meeting of the Tennerton Public Service District was held at the District office at 188 Fayette Street, Buckhannon West Virginia on July 8, 2020

In attendance were Joe Tenney, Elmer Tenney, John Barnes, Terry Gould, and Vickie Dean

The meeting was called to order promptly at 2:00 pm by Joe Tenney chairman. The minutes of the previous meeting held on June 10, 2020 were read, there being no corrections or additions, motion to approve was made by Joe Tenney, seconded by Elmer Tenney .

Terry Gould presented the monthly financial reports and the bills to be paid. A motion to pay the invoices was made by John Barnes and seconded by Joe Tenney.

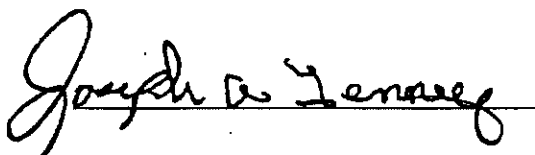
The board reviewed and approved the previous month's credit memos.

Terry Gould reported on the following:

- *WV Rural Water Association Conference cancelled due to Covid 19.
- *Fiscal year ends June 30th. Reports due September 30th. Those are done in house.
- *The CPA hired to do our audit should be able to start soon after the July 15th tax deadline.
- *No pending taps.
- *Smith property: We have not received the as-built drawings and have an outstanding balance of \$1800.00 from C & E Consultants Inc. Motion was made by John Barnes and seconded by Elmer Tenney to pay the bill upon receiving the drawings.
- * A municipal bond for approximately \$37000.00 has matured. Joe Tenney made a motion to cash and deposit into the main account. John Barnes seconded the motion.

There being no other business to discuss, motion was made by to adjourn seconded by.

Approved

A handwritten signature in dark ink, appearing to read "Joseph A. Tenney", is written over a horizontal line.

Upshur County Solid Waste Authority
Board of Directors Meeting
MINUTES
July 13, 2020

Chair Joyce Harris-Thacker called the regularly scheduled meeting of the Upshur County Solid Waste Authority to order in the Recycling Garage next to the Conference Room of the UCSWA (located at 380 Mudlick Road, Suite 102, Buckhannon, WV 26201) at 4:30 PM on July 13, 2020. The meeting was moved to the Recycling Garage to ensure social distancing.

Present at the meeting were: Joyce Harris-Thacker, James S. "Jay" Hollen, III, Mary Gower and Director Belinda Lewis. Jacqueline (Jackie) McDaniels and Paul Richter were absent. A quorum was present. There was one guest present – Jeff Wamsley, Supervisor, City of Buckhannon Waste Department.

Mary moved to re-elect the following officers for 2020-2021. **Chair: Joyce Harris-Thacker; Vice-Chair: Jacqueline McDaniels; Treasurer: James S. "Jay" Hollen III.** Seconded by Jay. Motion carried.

Minutes of the June 8, 2020 meeting had previously been sent to the members and were part of the Agenda packet. A motion to accept the minutes by Jay and seconded by Mary. Motion carried. The minutes were signed by the Chair and Director.

The Financial Report for June was presented by the Treasurer, Jay. Register Reports for the four bank accounts with First Community Bank covering June 2020 were presented. The ending balances for the accounts are as follows:

	<u>May</u>	<u>June</u>
• REAP Account	\$ 1,140.62	\$ 2,338.35
• SWMB Account	\$ 4,540.89	\$ 3,040.89
• Money Mkt Account	\$ 19,559.21	\$ 19,559.86
• Operating Account	\$ 18,455.82	\$ 16,382.80

A motion to accept by Mary and seconded by Jay. Motion carried.

Director's Report:

Belinda Lewis presented a written copy of the Director's Report for the period from June 8 through July 13, 2020, a copy of which is attached as part of the minutes. She talked about the transition since Burl has retired and the reports that are due by the end of August.

Guest:

Jeff Wamsley addressed the Board about recycling at Crossroads. It has been held on Saturdays from 8:00 a.m. to 12:00 noon, but there is a good chance that it may be discontinued altogether. A problem with Crossroads contamination was discussed, with Joyce recalling having the same problem years ago at different recycling sites in the county.

Old Business:

- **FY 2021 REAP Grant— EDDM Mailing**

It was decided to add a paragraph to the brochure about Crossroads and the reason for its pending closure. Also, a small explanation will be printed as to why the Recycling Center can only accept certain items and not everything people try to drop off.

- **Board Member Reappointments – Joyce Harris-Thacker and Mary Gower**

Belinda reported that the County Commission sent a letter, appointing Joyce as its representative. The Conservation District will be forwarding a letter concerning Mary Gower after its Board Meeting.

New Business:

- **FY 2021 REAP Covered Electronic Devices Recycling Grant Application—**

The Board authorized Director Belinda Lewis to obtain more information concerning this grant before making a decision to apply.

- **State of WV Auditor and Chief Inspector Office – Small Government Monitoring Project Application—**

Since the initial application was approved, the Board directed Belinda Lewis to complete the extensive application to participate in this program, if at all possible by the due date of July 24, 2020 and all members offered their help, if needed.

- **Second Quarter REAP Grant Report**

This item was tabled until the August Board Meeting.

- **Recycling Coalition of WV Inc. Recycling Champion Nomination—**

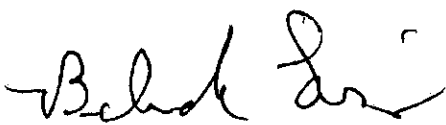
It was decided not to submit a nomination this year, given that a new director had just taken office and there were important forms to complete by August 31st.

- **Financial Report – FY 2020 –**

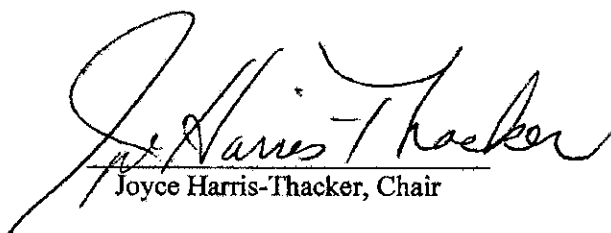
Mary moved to accept the FY 2020 Financial Report as presented. Seconded by Jay. Motion carried.

With no further business, the meeting adjourned at 5:26 p.m.

Respectfully Submitted,



Belinda Lewis, Director
July 13, 2020



Joyce Harris-Thacker, Chair

(Signature Copy to be maintained in the UCSWA Office)

UPSHUR COUNTY SOLID WASTE AUTHORITY

DIRECTOR'S REPORT--- Belinda Lewis

Period from June 9th through July 13, 2020

Activities include:

- Prepared and distributed by email the minutes of the 6/8/2020 meeting.
- Checked upshurswa@yahoo.com email daily.
- Checked mail at Post Office every day.
- Received email of Direct Deposit to Operating Account of SWMB Assessment check (\$1,764.48) on 6/12/20. I made copies of the notice and put in file.
- Received email of Direct Deposit to Operating Account of REAP Grant (\$1249.50) received on 6/9/2020. I made copies of the notice and put in file.
- Received monthly bank statements on the four accounts and reconciled balances. Everything is okay for June 2020. I printed Register Reports for the bank accounts showing current month transactions for the Operating and Money Market accounts and all transactions for REAP and SWMB accounts for the current Grants.
- Prepared checks for payment of bills for the June meeting.
- Cleaned office twice.
- Arranged an alternative meeting place for the July 13th meeting; checked with Jeff about using the Recycling Garage and informed Board Members and others of the change via email.
- Contacted Ron at Ralston Printing about the EDDM Brochures. Working on one page at a time and contacting Board Members for input.
- Have been working every day from 1:00 p.m. to 3:15 p.m. (sometimes longer) preparing for Burl's departure. Burl is now officially left the office ☹️
- Prepared Agenda and meeting package for the 7/13/20 meeting. Posted Agenda on the office window and emailed to UCSWA Board, Upshur County Commission, press, etc.
- Scheduled a new board picture.
- Scheduled the presentation of the Bounty Check to the Superintendent of Upshur County Schools from Joyce Harris-Thacker.
- Talked several times to Scott at SWMB regarding the Budget Modification.
- Completed the Financial Report -- FY 2020.
- Changed answering machine message to my information; community members are already starting to contact me with questions, which I welcome.

Thanks---Belinda