



10405 Merrill Road
P.O. Box 157
Hamburg, MI 48139
(810) 231-1000
www.hamburg.mi.us

TO: Board of Trustees

FROM: Michelle DeLancey, Director of Accounting

DATE: September 11, 2025

AGENDA ITEM TOPIC: Administrative Services Agreement

Number of Supporting Documents: 1

Requested Action

Motion to direct Supervisor Negri to sign the Administrative Services Agreement.

Background

The Township must approve the updated Administrative Services Agreement since we have added an HAS plan.

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement (this “Agreement”) is entered into effective as of October 1, 2025 (the “Effective Date”), by and between **Burnham & Flower Agency, Inc.**, a Michigan corporation having its principal place of business at 100 Ottawa Ave. SW, Grand Rapids, MI 49503 (“Company”), and **Hamburg Township**, a Michigan municipality having its principal place of business at 10405 Merrill Road, Hamburg, MI 48139 (“Plan Sponsor”) (each a “Party” or collectively the “Parties”). In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

- 1.1 “Benefits” means reimbursement Plan Sponsor as required under the Plan for provided to Covered Persons.
- 1.2 “Claims Account” means one or more accounts established by Plan Sponsor to which Company is made a limited agent for purposes of withdrawing funds for the payment of Complete Claims and other amounts payable under this Agreement.
- 1.3 “COBRA” has the meaning given it in Section 3 (entitled “Fiduciary Responsibility”).
- 1.4 “Complete Claim” means a Benefits claim for which Company has been provided with all information necessary to process the claim.
- 1.5 “Confidential Information” has the meaning given it in Section 14.2.1 (entitled “Confidential Information Defined”).
- 1.6 “Covered Persons” means those employees of Plan Sponsor, and their dependents as described in the Plan, who are covered under the terms of the Plan.
- 1.7 “Disclosing Party” has the meaning given it in Section 14.2 (entitled “Confidentiality”).
- 1.8 “ERISA” means the Employee Retirement Income Security Act of 1974, as amended.
- 1.9 “Force Majeure” has the meaning given it in Section 15.7 (entitled “Force Majeure”).
- 1.10 “HIPAA” has the meaning given it in Section 3 (entitled “Fiduciary Responsibility”).
- 1.11 “Initial Term” has the meaning given it in the first paragraph above.
- 1.12 “Plan” means the self-funded employee welfare benefit plan(s) within the meaning of ERISA sponsored by Plan Sponsor for its eligible employees and their dependents for which claims are administered under this Agreement; as such, Plan may be amended from time to time by Plan Sponsor.
- 1.13 “Plan Document” means the written description of the Plan that Plan Sponsor consistent with the terms of this Agreement.

- 1.14** “Plan Sponsor” or “Plan Administrator.” Unless the context requires otherwise, the term “Plan Sponsor” or “Plan Administrator” as used in this Agreement shall include any corporation, partnership, committee, trustees of a trust, or other entity or individual sponsoring or administering the Plan at the time of execution of this Agreement and shall also include such additional or successor individuals or entities serving from time to time during the Term of this Agreement. If the Plan Administrator is not the same person or entity as Plan Sponsor, then (i) when this Agreement calls for Company to provide information to Plan Sponsor, Company will be in compliance with this Agreement if it provides that information to either Plan Sponsor or Plan Administrator, and (ii) when this Agreement calls for information or notice to be given to Company by Plan Sponsor, Company shall be absolutely protected in relying upon any information or notice given it by either Plan Sponsor or Plan Administrator. Where this Agreement calls for action or forbearance by Plan Sponsor, Plan Sponsor will ensure Plan Administrator’s actions or inactions are consistent. Company is not the Plan Administrator.
- 1.15** “Plan Year” means each twelve-month period during which the Plan Sponsor offers the Plan, unless otherwise noted in the Plan.
- 1.16** “Receiving Party” has the meaning given it in Section 14.2 (entitled “Confidentiality”).
- 1.17** “Renewal Term” has the meaning given it in Section 4.1 (entitled “Term of Agreement”).
- 1.18** “Term” means the Initial Term together with each Renewal Term.
- 1.19** “Working Day” means any one day, Monday through Friday, excluding holidays observed by Company and any other days when Company is not open for business due to acts of God or other unanticipated events or emergencies.

2. SERVICES TO BE PERFORMED

- 2.1** Company shall use reasonable efforts to perform the administrative services described in Exhibit A. Company is engaged to perform the services under this Agreement as an independent contractor and not as the Plan Administrator, Plan trustee or other named fiduciary. Company shall not be designated or deemed to be an “Company” or a “fiduciary” of the Plan as those terms are defined under ERISA Section 3(16)(A), ERISA Section 3(21)(A), or any other applicable Federal or State law.
- 2.2** Company’s services under this Agreement shall not include the power to make any decisions as to Plan policy, interpretations, practices or procedures, and shall be limited to the performance of only those ministerial functions such as the types described in Department of Labor Regulation Section 2509.75-8, D-2 (relating to claims processing, calculation of benefits, report preparation, employee communications, recommendations regarding Plan administration, etc.) within a

framework of policies, interpretations, rules, practices, and procedures made by Plan Sponsor.

- 2.3** Company shall not render any investment advice with respect to the Plan's assets or have any authority or responsibility to do so. Plan Sponsor shall have the responsibility for determining the Benefits, premium rates, reimbursement procedures and claim payment procedures applicable to the Plan. Plan Sponsor shall at all times retain ultimate control over interpretation of the Plan and over the assets and operation of the Plan and shall retain final responsibility for the obligations of the Plan imposed by law.
- 2.4** The services provided under this Agreement represent applications of the Plan Document concerning matters which the Plan Sponsor and/or Plan Administrator has delegated to Company. Company's services under this Agreement do not include any guarantee or certification that an individual is eligible, or a service is covered under the Plan.

3. FIDUCIARY RESPONSIBILITY

- 3.1** Plan Sponsor acknowledges that it is the named fiduciary with respect to the Plan. Plan Sponsor and the Plan Administrator shall maintain full responsibility for continued compliance with all provisions of applicable federal, state, and local laws, including, but not limited to: ERISA; the Internal Revenue Code of 1986, as amended; the Consolidated Omnibus Reconciliation Act of 1985, as amended ("COBRA"); the Family and Medical Leave Act of 1993, as amended; the Health Insurance Portability and Accountability Act of 1996, as may be amended ("HIPAA"); the Mental Health Parity Act of 1996, as may be amended; the Newborns' and Mothers' Health Protection Act of 1996, as may be amended; the Women's Health and Cancer Rights Act of 1998, as may be amended; the Deficit Reduction Act of 1984, as amended; and the Tax Equity and Fiscal Responsibility Act of 1982, as amended.
- 4.** Plan Sponsor acknowledges that Plan Sponsor's Plan compliance may include, but not be limited to, the following: preparation and filing of Forms 5500 or 990 for 501(c) tax-exempt funds and all related schedules; preparation or review of all ERISA required plan documentation; advising Covered Persons of their rights under any federal, state or local law, and the preparation and distribution of any notices, except for certificates of creditable coverage, required to be distributed under such laws; and preparation, distribution and filing of all reports related to the Plan required under any federal, state or local law, including but not limited to with the Internal Revenue Service and with the U.S. Department of Labor.

5. TERM AND TERMINATION

- 5.1** This Agreement shall remain in force and effect during for a period of one year from the Effective Date (the "Initial Term") and shall be automatically renewed for successive terms of one year (each a "Renewal Term") unless earlier terminated as set forth below.
- 5.2** The Parties may terminate this Agreement as follows:

5.2.1 By giving to the other Party thirty (30) days written notice of such termination. Upon the expiry of such notice from the Plan Sponsor, this Agreement shall terminate, and Company shall have no further responsibility or obligation hereunder. All reimbursement checks issued by Company for payment of Complete Claims that are outstanding upon the termination of this Agreement or are subsequently issued will be the liability of Plan Sponsor;

5.2.2 Upon written notice to the other Party if either Party becomes insolvent, is adjudicated as bankrupt, its business comes into possession or control, even temporarily, of any trustee in bankruptcy, has a receiver appointed for it, or makes a general assignment for the benefit of creditors; or

5.2.3 At the end of any Plan Year upon thirty (30) days' notice by either Party of the Party's intent not to renew this Agreement.

5.3 Upon the effective date of the termination of this Agreement for any reason:

5.3.1 Plan Sponsor will pay to Company all monies due to Company under this Agreement within thirty (30) days after the effective date of the termination; and

5.3.2 Plan Sponsor will immediately (i) cease to represent that Company is a third-party service provider for the Plan, (ii) cease to use Company documents, employee communications materials, systems, logo-types, service marks, trademarks, trade names, methods and techniques in any form, and (iii) advise Covered Persons of the termination of this Agreement.

5.3.3 In addition to the foregoing, Plan Sponsor agrees that Company is the sole owner of the following materials, and that Plan Sponsor has no right to their use following termination of this Agreement, it being agreed that such materials were not prepared at the expense of Plan Sponsor:

- (a) claim processing and payment manuals;
- (b) administrative procedure manuals;
- (c) data processing system designs;
- (d) rating and underwriting programs, software and manuals;
- (e) software and equipment; and
- (f) standard forms provided by Company, including any claims forms, enrollment forms, and notifications.

5.3.4 Company shall reasonably cooperate, at Plan Sponsor's cost and expense, with the transition of administrative services performed under this Agreement to Plan Sponsor or its designee.

6. PLAN BENEFIT PAYMENTS AND CLAIMS ACCOUNT

- 6.1** Plan Sponsor shall authorize Company to issue payments from the Claims Account for each of the following, as applicable: (i) Benefit payments; (ii) administrative fees payable by Plan Sponsor (iii); fees and expenses payable under this Agreement; and (iv) any other fees or payments as authorized or directed by Plan Sponsor in writing. In accordance with the terms of the Plan Document and this Agreement, Company will process and pay each Complete Claim in accordance with Exhibit A.
- 6.2** Except as modified in the paragraph below, Plan Sponsor shall provide sufficient funds in the Claims Account to cover all payments identified in this Section and to satisfy any requirements under applicable provider agreement, law or regulation, and Company shall not be liable for and shall have no obligation to advance or use its own funds for any such payments. Company will not be considered the insurer, guarantor, or underwriter of the liability of Plan Sponsor to provide Benefits for Covered Persons under the Plan.
- 6.3** Company will withdraw from the Claims Account only for the purposes specifically set forth in this Agreement.

7. FEES

- 7.1** The fee and expense structure is set forth in **Exhibit B**. Unless otherwise provided in Exhibit B, Plan Sponsor shall make payment of the fees to Company upon receipt of monthly or quarterly invoice.
- 7.2** Company will have the right to change any fees or other charges under this Agreement up to one time during each Renewal Term by giving thirty (30) days prior written notice to Plan Sponsor unless Plan Sponsor agrees to a shorter notice period. In addition to the foregoing, Company shall have the right to adjust the fees or other charges if (i) the Plan is amended to modify Benefits in a manner that affects Company's administrative duties, (ii) there is a material variation, of at least 20%, in participant enrollment, or (iii) Company's cost of operation is increased solely by virtue of increased postal charges; provided Company gives Plan Sponsor at least thirty (30) days prior written notice of such adjustment. Company will also have the right to adjust fees pursuant to any other provision of this Agreement which specifically allows adjustments, if any. Any other changes affecting fees hereunder may be made at any time as mutually agreed by the Parties. If Plan Sponsor objects to any fee adjustment made by Company, then Plan Sponsor may terminate this Agreement in accordance with Section 4.2.2.

8. PLAN CHANGES

Plan Sponsor will file with Company all amendments, modifications or other changes to the Plan at least ninety (90) Working Days prior to the proposed effective date of such amendment, modification or other change; provided that if such change is the result of statute or regulation change or made as the result of action by a regulatory agency, Plan Sponsor shall give as much prior notice to Company as is reasonably possible. Company shall not be required to implement any such amendment,

modification, or other change without its advance written agreement as to the effective date and the amount of any additional fee required to cover Company implementation costs. Additionally, Company retains the right to modify the schedule of administrative charges to reflect any additional services required by such amendment, modification, or other change. Should Plan Sponsor wish for Company to produce Plan Documents after the initial implementation, Company shall assess additional charges for such documents.

9. PLAN SPONSOR'S OBLIGATIONS

In addition to any other obligations set forth in this Agreement as applicable, to enable Company to perform its obligations under this Agreement Plan Sponsor shall, at no charge to Company:

- 9.1** Supply Company with a list of all Covered Persons and all information required with respect to Covered Persons at least thirty (30) days prior to the Effective Date or as agreed upon by both Parties;
- 9.2** Provide Company with information regarding Covered Persons' eligibility and entitlement to receive Benefits in Company's required format;
- 9.3** Advise Company promptly of any changes in Plan Sponsor's organization which might affect the status of the Plan, eligibility to participate in the Plan, or coverage under the Plan as in effect immediately prior to the effective date of such change;
- 9.4** Provide Company with such additional information with respect to matters incidental to Company's provision of services under this Agreement as may be requested by Company from time-to-time;
- 9.5** Make available, as reasonably requested by Company, timely management decisions and complete and accurate documentation and information (including, without limitations, documentation, and information regarding Covered Persons) so that the services contemplated by this Agreement may be accomplished.
- 9.6** Maintain and file all licenses, permits, reports and disclosures and maintain the Plan in compliance with and as required by applicable federal, state, and local statutes and regulations;
- 9.7** Maintain a Claims Account in accordance with Section 5 (entitled "Plan Benefit Payments and Claims Account");
- 9.8** File with Company all amendments, modifications, or other changes to the Plan in accordance with Section 7 (entitled "Plan Changes"); and
- 9.9** Perform any other administrative functions not expressly assumed by Company under this Agreement.

10. PLAN COSTS; TAXES

- 10.1** Company shall, at its own cost and expense, maintain and operate the facilities and personnel necessary to provide its services under this Agreement. Company services shall not include the provision of legal services, actuarial services, or the services of independent certified public accountants. Company may suggest the use of such professional advisors but shall have no liability for the quality or cost of any services so provided. Plan Sponsor shall be responsible for all other costs and expenses of the Plan establishment and administration including legal, accounting, and other professional fees.

11. LIMITATION OF LIABILITY

- 11.1** Company shall have no responsibility, risk, or liability for funding the Plan, or for the failure of Plan Sponsor to obtain or continue insurance coverage. Plan Sponsor shall solely provide Benefits under the Plan for those persons named in the Plan. Company shall use reasonable efforts to render the agreed-upon services in a timely and accurate manner but shall not be liable for any damages resulting (i) from occasional errors or delays (within the range accepted in the health and welfare benefits administration industry) in the provision of its services; or(ii) from its reasonable application of the Plan Document provisions, including provisions concerning eligibility, coverage, medical necessity, or Benefits.
- 11.2** Company may rely upon, and has no obligation to investigate, the accuracy or completeness of information provided by Plan Sponsor, including information relating to Company's performance of services and information provided in the Plan Document. Company shall incur no liability resulting from Company's reliance on such information.
- 11.3** Company shall not be liable to Plan Sponsor, Plan Administrator, or any Covered Person or assignee of Benefits under the Plan with respect to the advice and opinions provided by Plan Sponsor. Company shall have no liability for Plan Sponsor's breach of this Agreement, or for Plan Sponsor's or Plan Administrator's breach of its fiduciary duty.

12. LEGAL ACTION

- 12.1** Plan Sponsor, at Plan Sponsor's cost and expense, shall provide for the defense of itself against all claims or suits brought by third parties and arising out of the Plan or the administration of the Plan. Plan Sponsor shall defend and indemnify Company, at Plan Sponsor's cost, from and against all claims, suits, causes of action, liabilities, losses, damages, costs and expenses (including reasonable attorney fees) in which the alleged act or failure to act is a matter described in Section 10 (entitled "Limitation of Liability") for which Company is to have no liability.

- 12.2** Plan Sponsor and Company each agree to promptly notify the other upon receiving notice or knowledge that a claim or suit has been filed against either of them arising out of or relating to the Plan. Company reserves the right at any time to defend itself at its own expense. Plan Sponsor will not agree on behalf of Company to any settlement that admits guilt of Company or requires anything of Company other than payment of money which is indemnified and fully payable by Plan Sponsor pursuant to this Section. Plan Sponsor is responsible for maintaining ERISA fiduciary, D&O, and general liability coverage at its expense.

13. ENFORCEMENT

- 13.1** In the event that a payment of Benefits is made in excess of the amount properly payable under the Plan, a payment of Benefits is made to or for an individual who is not eligible, or a duplicate payment of Benefits is made, Company shall make a reasonable effort to obtain the return of such payment. Notwithstanding the forgoing, Company shall not have the right nor the responsibility to take any legal action to obtain the return of such payment, unless otherwise agreed by the Parties.
- 13.2** Except as may be separately agreed upon, Company shall have neither the right nor the responsibility to take any legal action against any person, including Plan Sponsor or Plan Administrator, to enforce the provisions of the Plan.

14. BOOKS AND RECORDS

- 14.1** “Plan Records” are defined as: 1) claims history; 2) current eligibility of Covered Persons; 3) large case management files; and 4) received but unpaid claims. Company shall maintain Plan Records generated or received by it (i) in accordance with standards of record keeping customary in the health and welfare benefits administration industry, and (ii) for a period of seven (7) years. After such period, all Plan Records in the possession of Company may be destroyed in the discretion of Company without notice to Plan Sponsor, Covered Persons or any other person or entity.
- 14.2** After receipt of Plan Sponsor’s written request following the termination of this Agreement, Company shall deliver to Plan Sponsor or its designee Plan Records in Company’s possession that are described in such request. Plan Records may be delivered in the format in which the Company maintains such Plan Records but shall include format explanations and documentation to enable the recipient to have reasonable access to the information. Plan Sponsor shall reimburse Company for all costs incurred in providing such Plan Records, including the costs of programming and computer changes. Plan Sponsor shall also pay Company a mutually agreed-upon fee, but in no event less than a reasonable fee, for any services requested or required of Company for supplying additional information not contained in the Plan Records. To the extent the Plan Records or accompanying documentation includes systems or programs developed by, owned by, or licensed to Company, (i) Company shall have the right to safeguard their secrecy and use by requiring the transfer to occur in such a manner that will not permit the recipient to have continuing use of the protected

systems or programs, and (ii) the recipient shall not copy, distribute, sublicense or otherwise take advantage of the protected systems or programs. Company may choose to deliver Plan Records to Plan Sponsor after termination of this Agreement even if not requested by Plan Sponsor. Company shall be entitled to retain copies of Plan Records at its own expense.

15. CONFIDENTIALITY

15.1 Each Party (“Receiving Party”) shall keep confidential all Confidential Information (defined below) of the other Party (“Disclosing Party”) in accordance with this Subsection.

15.1.1 “Confidential Information” means all nonpublic information, whether written or oral, that relates to the Disclosing Party and is not generally available to the public, or which would reasonably be considered confidential or proprietary, or which is marked “Confidential” or “Proprietary” by the Disclosing Party. Without limiting the generality of the foregoing, Confidential Information includes, without limitation: (i) information relating to technical or financial aspects of the Disclosing Party; (ii) information describing Company services pursuant to this Agreement; (iii) the terms of this Agreement; and (iv) all records relating to the Plan and Covered Persons maintained by Company pursuant to this Agreement.

15.1.2 Receiving Party will hold Disclosing Party’s Confidential Information in the strictest of confidence and will not disclose such information to any third party without the Disclosing Party’s prior written consent. Receiving Party will restrict disclosure of the Confidential Information solely to its employees, officers, directors, agents, and consultants with a “need to know” the Confidential Information for purposes of this Agreement.

15.1.3 Notwithstanding the foregoing, Receiving Party may disclose the Confidential Information (i) in response to court order or request of a government or regulatory authority, (ii) for an audit or investigation conducted under ERISA, (iii) in connection with litigation relating to this Agreement or Company’s performance of services under this Agreement, (iv) as otherwise required by law or legal process, or (v) as necessary or appropriate to provide services under this Agreement. Additionally, Company may use Plan data for statistical or reporting purposes in a manner that it reasonably expects will not disclose Confidential Information identifiable with specific Covered Persons and may disclose Confidential Information upon request of Plan Sponsor, Plan Administrator, or either’s designee.

15.1.4 Receiving Party acknowledges that remedies at law may be inadequate to protect Disclosing Party against any actual or threatened breach of this Section, and without prejudice to any other rights or remedies otherwise available, Receiving Party agrees that Disclosing Party is entitled to seek injunctive or other equitable relief as a remedy for any such breach in a court of competent jurisdiction. Such a remedy shall not be deemed to be the

exclusive remedy for a breach of this Agreement but shall be in addition to all other remedies available at law or equity.

- 15.2** Both Parties agree to comply with the terms and conditions of a Business Associate Agreement, as shall be entered into by the Parties. If there are any inconsistencies between the terms of this Agreement and the terms of the Business Associate Agreement, the terms of the Business Associate Agreement shall control.

16. GENERAL PROVISIONS

- 16.1** This Agreement, including all schedules, exhibits, attachments, recitals, and amendments hereto, and the Plan Document/Summary Plan Description, constitutes the entire Agreement between the Parties and supersedes all prior proposals, discussions, and writings by and between the Parties related to the subject matter of this Agreement. This Agreement may be modified, amended, or supplemented, but only by a written instrument executed by the Parties, except that fee adjustments proposed by Company in accordance with this Agreement and not objected to by Plan Sponsor pursuant to Section 4.2.2 shall also constitute binding amendments.
- 16.2** Any schedules, exhibits or attachments referred to in this Agreement are attached to and incorporated into this Agreement by reference.
- 16.3** Company shall not be responsible for establishing or maintaining the Plan or Plan Sponsor in compliance with federal or state taxing statutes, ERISA, COBRA, or other applicable state or federal laws or regulations, or for obtaining any tax benefits that may be available to Plan Sponsor, the Plan or Covered Persons. If Company provides sample plan documents or administrative forms, Company makes no representations or warranties as to their legal sufficiency. Plan Sponsor or Plan Administrator shall have the final authority and responsibility for approving the form and content of all Plan related documents and forms. Company shall be responsible for complying with all statutory and regulatory requirements imposed on third party companies under applicable state law and with all statutory and regulatory requirements related to an administrative function.
- 16.4** Neither Party shall use the other Party's name, copyrights, symbols, trademarks, or service marks in advertising or promotional materials or otherwise without the prior written consent of such other Party.
- 16.5** If any term or provision of this Agreement is to be held illegal, invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law; and in lieu of each such illegal, invalid or unenforceable provision the Parties shall use their best reasonable efforts to add as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be legal, valid, and enforceable.

- 16.6** The term “force majeure” shall mean an act of God, strike, walkout, or other industrial disturbance, war, riot, lightning, fire, storm, flood, explosion, governmental action or delay, unavailability or breakdown of equipment, and any other cause not reasonably within the control of the Party claiming suspension of its performance under this Agreement. The obligations of any Party under this Agreement, other than the obligation to make money payments, shall be suspended during the continuance of a force majeure applicable to that Party. The affected Party shall use all reasonable diligence to remove, to the extent reasonably practicable, the force majeure situation as quickly as possible without incurring excessive costs, but shall not be required to settle strikes, walk-outs, or other labor difficulties contrary to its wishes.
- 16.7** To the extent not preempted by ERISA or other federal law, this Agreement shall be governed by and construed under the laws of the State of Michigan. By entering into this Agreement, Plan Sponsor agrees to personal jurisdiction in the courts of the State of Michigan and agrees that Michigan is the only appropriate venue for any action brought to interpret or enforce any provision of this Agreement, or which may otherwise arise under or relate to the subject matter of this Agreement. The Parties expressly agree that the exclusive venue of all disputes, claims and lawsuits arising hereunder shall lie in the state or federal courts located in Kent County, Michigan.
- 16.8** All notices shall be in writing and shall be hand-delivered, transmitted by facsimile, or sent by registered or certified mail, return receipt requested, to the address set forth on the signature page of this Agreement or to such other address furnished by the addressee. A notice delivered by hand-delivery or facsimile shall be deemed given only when actually received, which may be evidenced by delivery receipt or successful transmission confirmation. A notice sent by registered or certified mail shall be deemed given on the first to occur of its actual receipt or the third day after the date mailed as evidenced by the sender’s certified or registered mail receipt.
- 16.9** Waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any prior, concurrent, or subsequent breach of the same or similar provision. None of the provisions of this Agreement shall be considered waived by either Party except when such waiver is given in writing.
- 16.10** Company reserves the right to obtain the services of persons or firms having special knowledge or facilities in performing its duties under this Agreement. Charges for such services, except as expressly provided in this Agreement or as agreed to be the Parties, will be the responsibility of Company.
- 16.11** The Parties mutually acknowledge that each has reviewed this Agreement in its entirety and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation or application of this Agreement or the interpretation or application of any amendments hereto, if any. Unless the context clearly indicates otherwise, as used in this Agreement the verbs “shall,” “must,” and “will” each create an absolute right or obligation, whereas the terms “may,” “can,” or “has the option to” each mean that the subject is permitted to but not obligated to take the designated action. The word

“including” or “include” is not limiting, and unless the context clearly indicates otherwise the word “or” is not exclusive.

16.12 The section headings contained in this Agreement are for convenience of reference only and may not be construed as part of this Agreement or as a limitation on the scope of the particular sections.

16.13 Any signature transmitted by facsimile or by sending a scanned copy by electronic mail or similar electronic transmission shall be deemed an original signature. The following shall have the same legal force and effect as an original of this document: a facsimile, photocopy, imaged or other electronic version.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date set forth above.

COMPANY:

PLAN SPONSOR:

Burnham & Flower Agency, Inc.

Hamburg Township

By: _____
(Authorized signature)
Ryan G. Foley
Executive Vice President

By: _____
(Authorized signature)
Name:
Title:

EXHIBIT A ADMINISTRATIVE SERVICES

This **Exhibit A** adds certain provisions to the Administrative Services Agreement effective as of August 1, 2025 (the “Effective Date”) by and between **Burnham & Flower Agency, Inc.** (“Company”) and **Hamburg Township** (“Plan Sponsor”) (together, the “Parties,” and each, a “Party”) and shall incorporate all terms of said Agreement by reference herein.

Scope of Services. Company shall provide services for the following Plans established by the Plan Sponsor and selected below:

- ☐ Health reimbursement arrangements (HRA)
- ☒ Health savings accounts (HSA)
- ☐ Health and dependent care flexible spending arrangements (FSA)
- ☐ Parking and transit flexible spending arrangements
- ☐ Retiree Billing
- ☐ COBRA administration
- ☐ Preparation of Plan documents – Premium only plan
- ☐ Preparation of Plan documents – Wrap plan documents

Company will use reasonable efforts to provide the services selected below for the Plans and for which a fee is provided on **Exhibit B** (entitled “Fees”). These services will not commence until thirty (30) days after Company’s initial receipt of all necessary Plan implementation data.

COMPANY SERVICES

☐ **Set Up & Implementation**

Company will arrange for the loading of Plan benefit information and the establishment of designated staff to service the Plan.

☐ **Eligibility, Enrollment, Customer Service, and Account Management**

- a. Company will review applications in an enrollment spreadsheet for coverage and renewals under the Plan and process those applications and renewals in accordance with written guidelines of Company.
- b. Based on records and information provided by Plan Sponsor, Company will provide to Covered Persons
- c. Company will attend meetings, either in person or via teleconference, with Plan Sponsor as reasonably requested and necessary for the provision of services under this Agreement.
- d. Company will provide access to the following reports: (i) annual reports included, from time to time, in the Company standard reporting package, which reports will be provided

on the time schedule agreed to by the Parties; and (ii) quarterly reports of Benefit payments made under the Plan.

- e. Upon request or as required by law, Company will provide Plan Sponsor with data maintained by Company that is required by Plan Sponsor to prepare reports and filings required by the federal government. Company will provide Plan Sponsor with data needed for Plan Sponsor to file 1094/1095 forms with the Internal Revenue Service.

☐ **Claims Administration / Reimbursement of Eligible Expenses**

Company will administer health reimbursement claims in accordance with the terms of the Plan, including the Plan Document. Claims administration services may include the following:

- a. Receive and review claims and claim documents;
- b. Verify eligibility and determine amounts payable under the Plan in conjunction with the Plan Document and IRS guidelines;
- c. Calculate the amount payable (if any), and determine if sufficient funds exist in the Claims Account to cover any Benefit payment;
- d. Issue Benefit payments drawn on the Claims Account to the Covered Person for a covered Benefits;
- e. Process claim reviews and appeals in accordance with the Plan Document, this Agreement, and applicable federal law;
- f. Process any written requests, issues or comments received from claimant on appeals of denied Benefits; and
- g. Determine any amount due and payable and make payment from the Claims Account or issue a denial notice.

☐ **Plan Design**

Company will use reasonable efforts to provide plan design services, including forms, notices, booklets, summary plan descriptions and other documents designed specifically for the Plan.

☐ **Covered Persons Database (Online)**

Company will use reasonable efforts to maintain an online computerized database containing Covered Persons' claims information. Covered Persons will be able to access this database upon completing online enrollment for access.

☐ **Printing & Mailing**

- a. Company will use reasonable efforts to coordinate the printing and mailing of standard notifications, as required for Covered Persons.
- b. Company will use reasonable efforts to coordinate the provision of electronic versions of personalized forms, benefit booklets, summary plan descriptions, provider directories, and/or other supplies designed specifically for the Plan.

COBRA SERVICES

☐ **COBRA Administration Services**

- a. Company will use reasonable efforts to administer the applicable continuation of benefits requirements of COBRA or state continuation of coverage regulations. Plan Sponsor shall be responsible for providing the COBRA general notice to inform newly hired employee(s) of their rights under COBRA. When a Qualifying Event, as defined under COBRA, occurs and Company is informed, Company shall advise each Qualified Beneficiary, as defined by COBRA, in writing of their rights under current laws and regulations relative to continued coverage under the Plan(s).
- b. Company will use reasonable efforts to track the time frame described by applicable law within which a Qualified Beneficiary must elect continuation coverage. Company will use reasonable efforts to issue payment coupons and instructions for making the required premium payments and maintaining coverage, for every Qualified Beneficiary who elects the continuation of coverage under applicable law within the prescribed time frame.
- c. Company will use reasonable efforts to receive, account for, and appropriately distribute the payments received from the Qualified Beneficiary. In the event that incomplete or incorrect remittances are submitted to Company, Company will use reasonable efforts to contact the Qualified Beneficiary in an effort to correct any error in the remittance. Company will use reasonable efforts to provide the Plan Sponsor with resources to be used to notify Company of Qualifying Event.
- d. Company will use reasonable efforts to notify Qualified Beneficiaries of any changes advised by the Plan Sponsors or health care reimbursement entities to the amount of the premium which the Qualified Beneficiaries must pay in order to maintain their coverage under a Plan.
- e. Plan Sponsor will use reasonable efforts to notify Qualified Beneficiaries as required in the event that their continuation options are modified as a result of an open enrollment process of Plan Sponsor,
- f. In the event that a Qualified Beneficiary fails to remit a required premium payment by its due date, Company shall notify the Qualified Beneficiary of his or her failure to remit, the consequences of such failure, and the final date by which payment must be received in order to continue his or her COBRA coverage.

EXHIBIT B FEES

This **Exhibit B** adds certain provisions to the Administrative Services Agreement effective as of the Effective Date by and between **Burnham & Flower Agency, Inc.** (“Company”) and **Hamburg Township** (“Plan Sponsor”) (together, the “Parties,” and each, a “Party”) and shall incorporate all terms of said Agreement by reference herein.

The fees payable to Company for the services rendered under the Agreement to which this Exhibit B is attached shall be as follows:

AMOUNT OF FEE

TPA Pricing Schedule			
	ADMINISTRATIVE SERVICES	Basis	Rate
1	HSA Administration	PEPM / Fee	\$2.50 with a \$30 per month minimum
	ADDITIONAL FEES		
1	Initial setup fee		\$0.00
2	Account verification fee		\$1.00, if applicable
3	ACH & Direct Deposit Return Fee		\$25.00 per occurrence
4	Annual Fee – includes SPD and discrimination testing where applicable		\$300/year

PAYMENT OF FEES AND EXPENSES

The fees and expenses included in the Premium charged and provided for above shall be payable when invoiced on a quarterly basis (or monthly if available based on size of plan) based upon the number of Covered Persons enrolled in any given month or based on the number of enrolled medical employees at time of renewal for COBRA administration services.