

**AGREEMENT FOR FLEXIBLE BENEFITS ADMINISTRATION SERVICES  
Between**

**Santa Rosa County, Florida, The Plan Sponsor**  
(Called the PLAN SPONSOR in this Agreement)

and

**Lockard & Williams Insurance Services, P.A. The Plan Service Provider**  
(Called L&W in this Agreement)

For

Section 125 Flexible Benefits Administration Services

WHEREAS, the PLAN SPONSOR has established a flexible benefits plan (called the plan in this agreement) for certain of its employees; and

WHEREAS, the PLAN SPONSOR has requested L&W to act as its agent with regard to the payment of certain benefits of the plan and to furnish certain services with respect to the plan.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this agreement, the PLAN SPONSOR and L&W agree to the provisions as set forth in this agreement.

**SECTION 1. PLAN**

As used in this agreement, plan means the flexible benefits plan set forth in the plan document, together with any and all amendments and supplements thereto.

**SECTION 2. EFFECTIVE DATE**

This agreement is effective October 1, 2016 through September 30, 2019 with **option to renew** for two additional three year **periods with the same fees and terms.**

**SECTION 3. PLAN BENEFITS SUBJECT TO THIS AGREEMENT**

The plan benefits subject to this agreement are flexible benefits.

**SECTION 4. PLAN SPONSOR RESPONSIBILITIES**

- (a) The PLAN SPONSOR will report participant terminations and changes of family status to L&W.
- (b) The PLAN SPONSOR will reconcile payroll amounts redirected to the plan based on contribution worksheets provided by L&W.
- (c) If reimbursement checks are provided to the PLAN SPONSOR those checks will be signed by an authorized representative of the PLAN SPONSOR and then distributed to those employees receiving a reimbursement.

**SECTION 5. L&W Responsibilities**

- (a) L&W will process initial election forms and revocation forms to initiate the process.

- (b) L&W will provide to PLAN SPONSOR reimbursement claim forms with instructions on how to complete and file.
- (c) If requested L&W will provide reimbursement checks to the PLAN SPONSOR and a check register for all checks that are printed. If PLAN SPONSOR chooses to not allow L&W to issue reimbursement checks L&W will provide the PLAN SPONSOR with a check register to identify reimbursements to participants.
- (d) L&W will provide participants with quarterly account statements on an ongoing basis.
- (e) L&W will administer discrimination testing and provide interpretation based on information provided by the PLAN SPONSOR.
- (f) L&W will provide contribution reports on an ongoing basis as the plan year progresses.
- (g) L&W will provide forms to the PLAN SPONSOR in communicating participant terminations and family status changes to L&W..
- (h) L&W will prepare Form 5500 annually if needed and requested by PLAN SPONSOR.
- (i) L&W will supply election forms at the end of each plan year for use in making elections for the following plan year as requested.
- (j) L&W will make any amendments necessary to the plan document and summary plan description.

#### **SECTION 6. PLAN SPONSOR LIABILITY**

- (a) The PLAN SPONSOR retains the ultimate responsibility for claims made pursuant to the plan.
- (b) The PLAN SPONSOR is responsible for all expenses incidental to the plan.

#### **SECTION 7. L&W LIABILITY**

- (a) L&W will use care and due diligence in performance of its duties under this agreement.
- (b) In the event an incorrect payment is made by L&W pursuant to this agreement which is a result of the failure of L&W to exercise reasonable care in making the payment, L&W will be considered liable for this mistake. However, if the incorrect payment is the result of incorrect information provided by the PLAN SPONSOR to L&W, L&W will not be liable for the incorrect payment. L&W and the PLAN SPONSOR will make a diligent effort to recover any incorrect excess payment made.

#### **SECTION 8. REIMBURSEMENT OF L&W**

Approximately by the 10<sup>th</sup> of each month L&W will submit a statement showing the amount of fees for the previous month. The PLAN SPONSOR will pay L&W the amount within ten (10) days of receipt of the statement.

- (1) Initial Plan Set Up Fees were previously paid by The PLAN SPONSOR when this contract was initially agreed upon. There will be no future charges for plan set up.
- (2) There will be a monthly administration fee of \$5.00 per Flexible Spending Account Participant. Should an employee participate in both of the Flexible Spending Accounts the fee for that employee would remain at only the \$5.00 monthly fee. For those employees that request a debit card those fees are waived. There are no other fees associated with the administration of Santa Rosa Counties Flexible Benefits Plan.
- (3) Service Guarantee: If at the beginning of the last month of the plan year the Risk Management Department reviews the services that we have provided based on the services outlined in our Administrative Services Agreement, and it is agreed upon that those services outlined were not delivered sufficiently we would then agree to refund the County of Santa Rosa 20% of the total fees paid to us for the entire first plan year. This Service Guarantee would also be in effect for each additional plan year.

## **SECTION 9. CONTRACT SEVERABILITY**

If any provision of this agreement is held invalid by law or by a court of law, the invalidity will not affect any other provision of this agreement. The provisions of this agreement are severable. It is provided, however, that the basic purposes of this agreement must be achieved through the remaining valid provisions.

## **SECTION 10. CAPTIONS AND HEADINGS**

The captions and headings throughout this agreement are for convenience and reference only. The words of the captions and headings will in no way be held or deemed to define, describe, explain, modify or limit the meaning of any provision, or the scope or the intent of this agreement.

## **SECTION 11. CONTRACT COMPLIANCE - NONWAIVER**

Failure by the PLAN SPONSOR, L&W or both to insist upon compliance with any term or provision of this agreement at any time or under any set of circumstances will not operate to waive or modify that provision or render it unenforceable at any other time whether the circumstances are or are not the same.

## **SECTION 13. ASSIGNMENT**

Any assignment of this agreement or of any rights contained in this agreement without prior written consent will be void and of no force or effect.

## **SECTION 14. AMENDMENT**

This agreement may be amended either by the PLAN SPONSOR or by L&W at any time provided the amendment is agreed to by both parties. A written notice will state the effective date of the amendment and will be given no less than thirty (30) days prior to the effective date.

## **SECTION 15. TERMINATION**

- (a) This agreement may be terminated either by the PLAN SPONSOR or by L&W at any time provided the terminating party gives the other party prior written notice. The written notice will state the effective date of the termination. The written notice will be given no less than thirty (30) days prior to the date of the termination.
- (b) This agreement will terminate automatically and immediately as of the date:
  - (1) The PLAN SPONSOR fails to pay any charges within thirty (30) days after charges are due and payable as provided in this agreement or
  - (2) The PLAN SPONSOR fails to perform its obligations regarding plan benefit payment in accordance with this agreement. Termination will not relieve the PLAN SPONSOR of its obligation to reimburse L&W for payment of plan benefits or
  - (3) The PLAN SPONSOR amends the plan regarding plan benefits subject to this agreement without prior written acknowledgment of L&W or
  - (4) The plan or the plan benefits subject to this agreement are terminated or
  - (5) The PLAN SPONSOR becomes insolvent or bankrupt or subject to liquidation or receivership.
- (c) If the plan or the plan benefits subject to this agreement are terminated, the PLAN SPONSOR and L&W may mutually agree that the provisions of this agreement will continue in effect solely for the purpose of payment of any claims for which proofs of loss have been received by L&W before the date of termination.
- (d) If this agreement is terminated while the plan continues in effect, the PLAN SPONSOR and L&W may mutually agree that the provisions of this agreement will continue in effect solely for the purpose of payment of any claims for which proofs of loss have been received by L&W before the date of termination.

- (e) If provisions of this agreement are continued in effect in accordance with subsection (c) or (d) of this section, the PLAN SPONSOR and L&W will mutually determine an appropriate charge to be paid by the PLAN SPONSOR to L&W during the period the provisions of this agreement are continued.
- (f) Termination of this agreement will not terminate the rights or obligations of either party arising out of the period during which this agreement was in effect.

IN WITNESS WHEREOF, the PLAN SPONSOR and L&W have caused this agreement to be executed in their names by their undersigned officers, the same being duly authorized to do so.

Lockard & Williams Insurance Services, P.A.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Santa Rosa County, Florida

By: \_\_\_\_\_

Names & Title: Lane Lynchard, Chairman

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Donald C. Spencer, Clerk of Court