

**FAIRFIELD TOWNSHIP
RESOLUTION NO. 25-132**

**RESOLUTION AUTHORIZING THE TOWNSHIP ADMINISTRATOR TO CHANGE
HEALTH BROKERS AND TO SIGN AN AGREEMENT WITH SHERILL MORGAN FOR
MEDICAL, DENTAL, LIFE, AND VISION BENEFITS.**

WHEREAS: The Board of Trustees of Fairfield Township, Butler County, Ohio has a need to review health benefits for the employees and elected officials of the township from time to time; and

WHEREAS: The Township Administrator recommends the Board enter into an agreement with Sherill Morgan to provide health benefit services to the Township;

NOW, THEREFORE, BE IT RESOLVED, by the Trustees of Fairfield Township, Butler County, Ohio, as follows:

SECTION 1: That the Township Administrator is authorized to sign an agreement with Sherill Morgan to provide health benefit services to the Township.

SECTION 2: That Sherill Morgan will review the existing benefit plans and recommend savings and/or changes to the plans that will benefit the employees and elected officials and be cost effective for the taxpayers of Fairfield Township.

SECTION 3: That the payment to the broker shall either be billed through premiums that are paid directly to the insurance companies and/or direct billed for HSA, FSA, HRA or self-insurance services.

SECTION 4: This resolution is the subject of the general authority granted to the Board of Trustees through the Ohio Revised Code and not the specific authority granted to the Board of Trustees through the status as a Limited Home Rule Township.

SECTION 5: That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

SECTION 6: The Board hereby dispenses with the requirement that this resolution be read on two separate days, pursuant to RC 504.10, and authorizes the adoption of this resolution upon its first reading.

SECTION 7: This resolution shall take effect at the earliest period allowed by law.

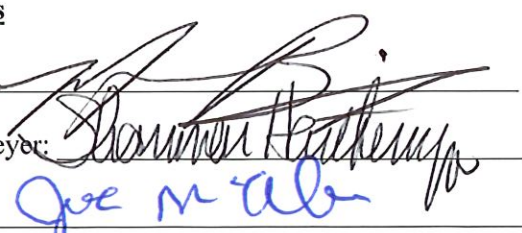
Adopted: October 14, 2025

Board of Trustees

Michael Berding:

Shannon Hartkemeyer:

Joe McAbee:



Vote of Trustees

yes
yes
yes

AUTHENTICATION

AUTHENTICATION

This is to certify that this is a resolution which was duly passed and filed with the Fairfield Township Fiscal Officer this 14th day of October, 2025.

ATTEST:



Shelly Schultz, Fairfield Township Fiscal Officer

APPROVED AS TO FORM:



Katherine Barbieri, Township Law Director

Kimberly Lapensee

From: Lisa Stamm <lisa@sherrillmorgan.com>
Sent: Thursday, October 9, 2025 2:43 PM
To: Kimberly Lapensee
Subject: RE: agreement
Attachments: Consulting Agreement 10.9.25.doc; Business Associate Agreement - Fairfield Township.doc

Hi, Kim! Please see attached. I made the initial term three years, but we can make it shorter or longer if you prefer. I've also attached the Business Associate Agreement that allows you to share protected health information with us.

We are still waiting to hear back from Anthem on what current commissions are; that's why I hadn't sent this previously. I was thinking it might be cleaner to adjust our first-year fee up or down to get to the \$16,800 rather than keeping track of credits, but we can just go the credit route if needed.

We're working on a proposed timeline for considering self-funding in January and will have it over to you shortly.

If you'd like any changes to the agreement or have any questions, don't hesitate to let me know!

Thanks!
Lisa

Lisa Stamm, Esq.
Vice President, Consulting Services
P: 859.291.6600
C: 859.750.2517

SHERRILL  MORGAN

From: Kimberly Lapensee <klapensee@fairfieldtwp.org>
Sent: Thursday, October 9, 2025 9:59 AM
To: Lisa Stamm <lisa@sherrillmorgan.com>
Subject: agreement

Lisa – can you send me your agreement for services so I can have the board approve them at the meeting next week.

Thanks.
Kim

Kimberly A. Lapensee
Township Administrator

Fairfield Township, Butler County
6032 Morris Road, Fairfield Township, OH 45011
(513) 887-4400 or klapensee@fairfieldtwp.org

CONSULTING AGREEMENT

THIS AGREEMENT, made this ____ day Of October, 2025, by and between Sherrill D. Morgan and Associates, Inc., DBA SHERRILL MORGAN, hereinafter called SHERRILL MORGAN, and Fairfield Township, hereinafter called the Client.

WHEREAS, the Client wants to use the services of SHERRILL MORGAN for the purpose of performing an ongoing comprehensive analysis to assist the Client in achieving certain goals regarding its employee benefits programs;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I

Responsibilities of SHERRILL MORGAN; Scope of Work

SHERRILL MORGAN shall provide specific recommendations to the Client on how to achieve the Client's stated goals for its employee benefits programs, and shall provide additional services as set forth in Exhibit A.

ARTICLE II

Responsibilities of Client

The Client shall furnish any and all documents and information that SHERRILL MORGAN deems necessary to complete its responsibilities as stated in Article I, including signed authorizations requesting information from institutions or individuals.

ARTICLE III

Term and Termination; Compensation

This Agreement shall continue for an initial period of three years beginning on ____, 2025, after which it shall automatically continue on a year-to-year basis until either party provides notice of termination in accordance with the provisions of this Article. The Client or SHERRILL MORGAN may terminate this Agreement at any time, with or without cause, provided that 30 days' written notice is given to the other party prior to the effective date of termination. In consideration for the services of SHERRILL MORGAN, the Client shall compensate SHERRILL MORGAN an annual fee of \$16,800. Upon termination under this Article, the Client shall pay a pro rata fee for any work already performed by SHERRILL MORGAN. Travel and accommodation expenses for SHERRILL MORGAN staff, when necessary during the contract period, are included in the fees stated in this Article.

ARTICLE IV

Miscellaneous Provisions

SHERRILL MORGAN shall not accept finders' fees or commissions in connection with this Agreement from any vendor it may recommend to the Client. SHERRILL MORGAN shall not pay finders' fees or commissions in connection with this Agreement to any person or persons who have recommended its services to the Client. With the Client's approval, at the termination of this Agreement SHERRILL MORGAN may market insurance plans to the Client.

This Agreement and all of its terms and conditions shall extend to and be binding upon both parties and their respective heirs, executors, administrators, successors, and assigns.

Neither party shall sell, assign, or otherwise transfer any of its rights under this Agreement without the other party's prior written consent.

This Agreement constitutes the entire agreement between the parties. Any prior communications or agreements are superseded by this Agreement. This Agreement may not be modified or amended without a written Agreement signed by both parties.

The failure of either party to enforce any of the provisions of this Agreement will in no way be construed as a waiver of the provisions of this Agreement and will in no way affect the validity of this Agreement. If any of the provisions of this Agreement are declared invalid or unenforceable for any reason, the validity of other provisions of this Agreement will not be affected by the invalid or unenforceable provision.

The rights and obligations of the parties to this Agreement shall be governed by the laws of the State of Ohio.

WITNESS the hands of the parties on this the day and date first above written.

FAIRFIELD TOWNSHIP

BY: _____

Title: _____

SHERRILL D. MORGAN & ASSOCIATES, INC.
DBA SHERRILL MORGAN

BY: _____

Lisa A. Stamm, Esq.
Vice President, Consulting Services
Sherrill D. Morgan & Associates, Inc.

Exhibit A
Scope of Work

1. Plan Evaluation & Recommendations (ongoing)

- Understanding of employer's goals
- Provide assistance with plan compliance with applicable regulations
- Plan costs and trends
- Plan contracts such as TPA and stop loss
- Recommended actions to reduce plan costs (Ex. Rx benefits)

2. Bid Request & Evaluation (annually or relative to the renewal as requested or as necessary)

- Understanding what the employer desires to achieve from bidding process
- Preparation of bid document, establishing goals, parameters for election criteria of bidders
- Distribution of bid request
- Fielding questions from respondents
- Receiving and evaluating bids, measuring election criteria and presenting results to employer
- Interview and award contracts to successful respondents at the direction of the city
- Monitoring installation of time-lines of new programs and monitoring new providers

3. Plan Monitoring & Ongoing Evaluation

- Mid-year review of plan costs, containment measures, and possible plan change recommendation
- Third quarter review of current plan, plan provider, plan costs and preparation of possible plan changes and contract renewal

4. Other Services

- Evaluation and assistance with flexible spending, dependent care, and premium only programs
- Evaluation of ancillary benefits and vendors of life, disability, and dental programs as provided by the Client or as voluntary benefits
- Evaluation of programs and vendors of general wellness and disease management benefits as might be provided by the Client in the future
- Provide general services within the scope of our abilities as needed or requested pertaining to the Client health and welfare plan

BUSINESS ASSOCIATE AGREEMENT -- HITECH

This Agreement ("Agreement") is made by and between Sherrill D. Morgan and Associates, Inc. DBA: SHERRILL MORGAN (hereinafter individually "Business Associate"), and Fairfield Township ("hereinafter "Plan Sponsor").

WHEREAS, Business Associate and Plan Sponsor acknowledge that Plan Sponsor sponsors and maintains the employee welfare benefit plan or plans (hereinafter collectively referred to as the "Covered Entity" or the "Plan") for which Business Associate provides specific services; and

WHEREAS, Business Associate and Plan Sponsor acknowledge that Business Associate is a Business Associate, as defined below) of the Covered Entity; and

WHEREAS, Business Associate and Plan Sponsor acknowledge that Business Associate may have contractual relationships with other service providers which provide services for the Plan and who are considered Trading Partners of Plan Sponsor; and

WHEREAS, Business Associate and Plan Sponsor desire to ensure that the standards of privacy and security for each Individual utilizing or obtaining Services are adhered to pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended, (referred to herein as "HIPAA") and all applicable federal and state laws, including but not limited to the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009 (the "HITECH Act"); and

WHEREAS, by executing this Agreement, the parties agree to abide by the terms and conditions of this Agreement.

In consideration of the promises and the mutual covenants and undertakings set forth in this Agreement, the parties have executed this Agreement through their duly authorized representatives as of the date noted above.

1. **Definitions.** All capitalized terms contained in this Agreement shall have the meaning ascribed to them in this Agreement. In the event of any conflict between a definition as contained in the Agreement and a definition contained in 45 CFR Parts 160 and 164, the definition contained in 45 CFR Parts 160 and 164 shall govern.

1.1 **Business Associate:** "Business Associate" shall have the same meaning as the term "Business Associate" in 45 CFR 160.103 and shall mean Business Associate in this Agreement.

1.2 **Covered Entity:** "Covered Entity" shall have the same meaning as the term "Covered Entity" in 45 CFR 160.103 and shall mean the employee welfare benefit plan or plans set forth on Exhibit A of the Agreement for whom Business Associate provides Services.

1.3 **Designated Record Set:** "Designated Record Set" shall have the same meaning as the term "Designated Record Set" in 45 CFR 164.501.

1.4 **Individual:** "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

1.5 **Trading Partner:** "Trading Partner" shall mean an entity that contracts with the Business Associate to perform services for the Covered Entity, including, but not limited to: (a) a function or activity involving the use or disclosure of individually identifiable health information, including, but not limited to, utilization review, case management,

subrogation, medical management, quality assurance, and data analysis. "Trading Partner" shall not include any person or entity with whom Covered Entity has entered into a contract with directly, even if Business Associate has also contracted with such person or entity.

1.6 **Plan Sponsor:** "Plan Sponsor" shall mean any client of Business Associate which is a corporation, partnership, labor union, association, employer, governmental entity, or any other group that provides self-funded health benefits to its employees or members pursuant to the terms of a plan. It is at the request of the Plan Sponsor that Business Associate is performing administrative and management functions, the "Services".

1.7 **Privacy Rule:** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164

1.8 **Protected Health Information:** "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 CFR 164.103, limited to the information created or received by Business Associate from or on behalf of the Covered Entity.

1.9 **Required By Law:** "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.103.

1.10 **Secretary:** "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

1.11 **Services:** "Services" shall mean: 1) the services performed by Business Associate on behalf of the Covered Entity for the Plan Sponsor; and 2) the services performed by a Trading Partner on behalf of the Covered Entity.

2. **Business Associate Services:** Business Associate will perform and provide Services on behalf of the Covered Entity, and at the request of the Plan Sponsor and/or Plan Administrator that may involve the use and disclosure of Protected Health Information.

3. **Trading Partner Services:** Business Associate may have contractual arrangements with business entities which provide services to the Plan Sponsor and to the Plan in support of Business Associate's Services that may involve the use and disclosure of Protected Health Information. Business Associate agrees to ensure that any Trading Partner with whom it contracts and provides PHI that is received from or provided on behalf of the Covered Entity shall agree in writing to all applicable terms of this Agreement. If Business Associate is unable to secure such written agreement, Business Associate shall notify Covered Entity to determine Covered Entity's options in utilizing such Trading Partner's services.

However, if Covered Entity directs Business Associate to forward or receive PHI from any other person or entity (whether or not the Covered Entity has directly contracted with such person or entity), Covered Entity agrees that it is the Covered Entity's responsibility to enter into a Business Associate agreement with such person or entity. Business Associate shall not be responsible for determining if such an agreement exists before complying with Covered Entity's instruction as to the delivery or receipt of PHI by the person or entity on Covered Entity's behalf. Such persons or entities described in this paragraph are not Trading Partners under this Agreement.

4. Obligations and Activities of Business Associate:

- (a) Business Associate shall not use or disclose PHI in any manner that would constitute a violation of 45 C.F.R. Parts 160 and 164 if used or disclosed by Business Associate.
- (b) Business Associate shall not use or further disclose PHI other than as permitted or required by this Agreement or as Required By Law.
- (c) Business Associate shall use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.
- (d) Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- (e) Business Associate shall provide notice to Covered Entity as required by and in accordance with Section 5 of this Agreement.
- (f) In accordance with Section 3 of this Agreement, Business Associate shall disclose PHI to those Trading Partners that may be assisting Business Associate in carrying out Business Associate's, the Plan Sponsor's, or the Plan's functions.
- (g) Business Associate shall provide access, at the request of the Covered Entity, to PHI in a Designated Record Set during Business Associate's normal business hours to the Covered Entity or to an Individual in order to meet the requirements under 45 CFR 164.524. If the Covered Entity determines that access to the Individual's PHI can only be accommodated through Business Associate, Business Associate shall accommodate the request in accordance with its internal procedures for handling such a request. In the event an Individual contacts Business Associate directly about accessing PHI, Business Associate shall follow its internal procedures for handling such a request. In the event Business Associate is asked to provide copies of an Individual's PHI, Business Associate shall provide such access by mailing a copy of the PHI in a Designated Record Set to the address given by the Individual, unless otherwise directed by the Covered Entity.
- (h) Business Associate agrees to make any amendment to PHI in a Designated Record Set as directed by the Covered Entity, in accordance with 45 CFR 164.526. In the event an Individual contacts Business Associate directly about making amendments to PHI, Business Associate shall follow its internal procedures for handling such a request.
- (i) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI relating to the use and disclosure of PHI received from, or created or received by the Covered Entity or on behalf of the Covered Entity, or at the request of the Secretary or designated by the Secretary, during Business Associate's normal business hours for purposes of the Secretary determining the Covered Entity's compliance with the Privacy Rule.
- (j) Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Business Associate shall, at the request of the Covered Entity, provide to the Covered Entity information collected in

accordance with this provision of the Agreement, to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. In the event an Individual contacts Business Associate directly about obtaining an accounting of disclosures of PHI in accordance with 45 CFR 164.528, Business Associate shall follow its internal procedures for handling such a request.

- (k) Business Associate, including its Trading Partners, shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity, as required by 45 CFR 164.314, as amended from time to time.

5. Breach Notification:

- (a) Business Associate agrees to notify Covered Entity no later than sixty (60) calendar days following the discovery of any unauthorized acquisition, access, use or disclosure of unsecured PHI which compromises the security or privacy of PHI and poses a significant risk of financial, reputational or other harm to the Individual (a "Potential Breach"). Upon notification by Business Associate, Covered Entity shall perform a risk assessment to determine whether the Potential Breach constitutes a Breach as defined in 45 C.F.R. 164.402. For purposes of this Section 5, "Potential Breach" shall not include:
 - i. any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of Business Associate, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of HIPAA;
 - ii. any inadvertent disclosure by a person who is authorized to access PHI at Business Associate to another person authorized to access PHI at Business Associate; or
 - iii. a disclosure of PHI in which Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- (b) Business Associate agrees to cooperate fully with Covered Entity in any investigation and risk assessment of any Potential Breach.
- (c) A Potential Breach is considered discovered as of the first day on which the unauthorized acquisition, access, use or disclosure of the unsecured PHI was known by Business Associate, or by exercising reasonable diligence, would have been known by Business Associate, or the first day Business Associate is notified by any Trading Partner of a Potential Breach.
- (d) The notice to Covered Entity shall include, to the extent possible,:
 - i. The identification of each Individual whose unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during the Potential Breach;
 - ii. A description of the types of unsecured PHI that Business Associate believes may have been involved in the Potential Breach (such as whether the Individuals' full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved); and

- iii. A brief description of what happened, including the date of the Potential Breach and the date the Potential Breach was discovered.
- (e) To the extent the following information is available to Business Associate, Business Associate shall also provide Covered Entity with the following information in the notification to Covered Entity, or as it becomes available:
 - i. Any steps Business Associate believes that Individuals should take to protect themselves from potential harm resulting from the Potential Breach; and
 - ii. A brief description of what Business Associate is doing to investigate the Potential Breach, to mitigate harm to the Individuals, and to protect against any further Potential Breaches.

At the request of the Covered Entity, Business Associate will consider providing contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

- (f) In the event that a Law Enforcement Official (as defined in 45 C.F.R. 164.103) states to Business Associate that notification to Covered Entity would impede a criminal investigation or cause damage to national security, Business Associate shall delay the notification to Covered Entity as specified by the Law Enforcement Official. Business Associate shall provide Covered Entity with a written statement from the Law Enforcement Official or, if the statement was oral, documentation of the statement made by the Law Enforcement Official, as soon as possible after the statement was made to Business Associate.
- (g) In the event that Business Associate fails to notify Covered Entity of a Breach, as defined in 45 C.F.R. 164.402, Business Associate shall indemnify and hold Covered Entity harmless from any and all liability, damages, costs (including reasonable attorneys' fees and costs) and expenses imposed upon or asserted against Covered Entity arising out of Business Associate's failure to timely notify Covered Entity of any Breach. This Section shall survive termination of this Agreement.
- (h) Business Associate shall educate its employees, directors and officers as necessary and appropriate, regarding compliance with its internal HIPAA and HITECH policies and procedures and the importance of the notification requirements of this Section 5 of the Agreement.

6. Permitted Uses by Business Associate: Business Associate shall use and disclose PHI only to the extent necessary to perform the Services and to assist Trading Partners in performing their services, and in a manner that such use and disclosure would not violate the Privacy Rule if done by Business Associate, provided, however, that:

- (a) Business Associate may use PHI in its possession for the proper management and administration of Business Associate's operations or to carry out the legal responsibilities of Business Associate.
- (b) Business Associate may disclose PHI in its possession for the proper management and administration of Business Associate, provided that disclosures are required by law or addressed in this Agreement.
- (c) Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(I)(B).

7. Obligations of the Covered Entity:

- (a) Covered Entity shall allow Business Associate access to PHI of Individuals utilizing the Services through the Covered Entity.
- (b) Covered Entity shall provide Business Associate with the Notice of Privacy Practices that the Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes or modifications to such notice.
- (c) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose such Individual's PHI, if such changes affect Business Associate's permitted or required uses and disclosures.
- (d) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR 164.522.
- (e) Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA and/or HITECH if done by the Covered Entity, provided, however, that the Covered Entity may request that Business Associate use or disclose PHI for data aggregation or management and the administrative activities of Business Associate.

8. Return of Protected Health Information: At termination of this Agreement, if feasible, Business Associate shall return or destroy all PHI created or received by Business Associate on behalf of the Covered Entity. In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction of the information infeasible.

9. Termination:

- (a) This Agreement shall terminate when the then current Benefit Management Agreement between the parties terminates, unless terminated earlier in accordance with paragraph (b) of this Section 9.
- (b) Notwithstanding any other provision of this Agreement, the Covered Entity may immediately terminate this Agreement if Business Associate has materially violated its responsibilities regarding PHI under this Agreement and has failed to provide satisfactory assurances to the Covered Entity within a specified period of time that the violation has been cured and steps taken to prevent its recurrence.

10. Miscellaneous:

- (a) This Agreement may be executed in one or more counterparts. Each counterpart shall be deemed an original. In addition, an executed copy of this Agreement shall be as valid as the original.
- (b) Business Associate agrees to indemnify, defend and hold Covered Entity its officers, directors, and employees harmless from any alleged claim or penalty against Covered Entity or the Plan Sponsor arising from any allegation of uses and/or disclosures of Protected Health Information in violation of 45 C.F.R. Parts 160 and 164 arising from an alleged use or disclosure of Protected Health Information by Business Associate or its agents or subcontractors.

Covered Entity agrees to indemnify, defend and hold Business Associate and its officers, directors, and employees, harmless from any alleged claim or penalty

against Business Associate arising from any allegation of uses and/or disclosures of Protected Health Information in violation of 45 C.F.R. Parts 160 and 164 arising from an alleged use or disclosure of Protected Health Information by Covered Entity or the Plan Sponsor.

- (c) To the extent that any provision of this Agreement is in conflict with any law, regulation, rule or administrative policy of any government entity, this Agreement will have been deemed to have been amended in order to bring it into conformity with these provisions. In addition, the parties agree to amend this Agreement, as appropriate, to conform with any new or revised law or regulation to which either party becomes subject, including, but not limited to, the Standards for Electronic Transactions, 45 CFR Parts 160 and 162 and the Health Insurance Reform: Security Standards 45 CFR Parts 160, 162 and 164.
- (d) Except as stated in paragraph (c) of this Section 10, this Agreement may be amended only in a written document signed by the duly authorized officers of both parties.
- (e) This Agreement will be executed, delivered, integrated, construed and enforced pursuant to and in accordance with the laws of the State of Ohio.
- (f) This Agreement may not be assigned by either party without the prior written consent of the other party. Except for the prohibition on assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefits of the heirs, successors, and assigns of the parties hereto.
- (g) The waiver by either party of a breach or a violation of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of same or other provisions hereof. No waiver shall be effective against any party hereto unless in writing signed by that party.
- (h) All notices, requests, demands, approvals, and other communications required or permitted by this Agreement shall be in writing and sent by either certified mail or by personal delivery. Such notice shall be deemed given on any date of delivery by the United States Postal Service. Any notice shall be sent to the addresses set forth below.
- (i) If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected unless the invalid provision substantially impairs the benefits of the remaining provisions of this Agreement.
- (j) The responsibilities of the parties under this Agreement shall survive the termination of this Agreement.
- (k) The Covered Entity and Business Associate each ratifies and confirms the terms and conditions of this Agreement, and agree that such shall remain in full force and effect unless otherwise terminated or amended at a later date.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first referenced above.

PLAN SPONSOR
FAIRFIELD TOWNSHIP
6032 Morris Road
Fairfield Township, OH 45011

By: _____
Authorized Representative of Plan Sponsor

Printed Name

BUSINESS ASSOCIATE
SHERRILL MORGAN
525 West Fifth Street, Suite 310
Covington, KY 41011

By: _____
Authorized Representative of Business Associate

Lisa Stamm, Esq.
Printed Name

Fairfield Township

Quote Comparison

(Based 18 Single; 10 Employee/Spouse; 12 Employee/Child; 30 Family) total 70
Effective 7/1/25



TPA/Carrier	Current	Renewal
Network	Anthem	Anthem
Stop Loss Carrier	Anthem	Anthem
Specific Deductible		
Specific Premium:		
Employee		
Employee/Spouse		
Employee/Child		
Family		
Aggregate Premium Rate:		
Monthly Aggregate Factors:		
Employee		
Employee/Spouse		
Employee/Child		
Family		
Monthly Administrative Fees		
Sherrill Morgan Consulting Fee		
Annualized Cost:		
Annual Specific Premium		
Annual Aggregate Premium		
Annual Administrative Fees		
Sherrill Morgan Consulting Fee		
Total Fixed Costs		
Expected Claims Cost		
Maximum Claims Cost		
Total Expected Claims + Fixed Costs		
Total Maximum Claims + Fixed Costs		
Percentage Change from Current (Max Basis)	\$1,213,026 0.0%	\$1,268,561 4.6%

PPO PLANS			RBP
MedBen	Veracity	Custom Design Benefits	Custom Design Benefits
MMO	Cigna	MMO	N/A
HCC	Skyward	Bardon	Bardon
\$60,000	\$60,000	\$40,000	\$40,000
\$166.13	\$224.05	\$224.51	\$204.37
\$475.74	\$446.31	\$431.42	\$391.30
\$475.74	\$395.00	\$383.66	\$348.15
\$475.74	\$670.36	\$640.00	\$579.74
\$19.32	\$21.04	\$20.43	\$20.43
\$334.14	\$373.57	\$403.12	\$403.12
\$908.47	\$744.15	\$803.06	\$803.06
\$908.47	\$658.60	\$710.74	\$710.74
\$908.47	\$1,117.71	\$1,206.20	\$1,206.20
\$51.90	\$85.46	\$61.35	\$58.10
\$20.00	\$20.00	\$20.00	\$20.00
\$332,745.84	\$400,161.60	\$385,911.60	\$349,939.92
\$16,228.80	\$17,673.60	\$17,161.20	\$17,161.20
\$43,596.00	\$71,786.40	\$51,534.00	\$48,804.00
\$16,800.00	\$16,800.00	\$16,800.00	\$16,800.00
\$409,370.64	\$506,421.60	\$471,406.80	\$432,705.12
\$511,247.62	\$533,762.50	\$576,015.74	\$576,015.74
\$639,059.52	\$667,203.12	\$720,019.68	\$720,019.68
\$920,618.26	\$1,040,184.10	\$1,047,422.54	\$1,008,720.86
\$1,048,430.16	\$1,173,624.72	\$1,191,426.48	\$1,152,724.80
-13.6%	-3.2%	-1.8%	-5.0%

Additional one-time set up fees may apply - please see proposals for details.

budget #

Kimberly Lapensee

From: Lisa Stamm <Lisa@sherrillmorgan.com>
Sent: Tuesday, September 30, 2025 5:02 PM
To: Kimberly Lapensee
Cc: Chuck Goins
Subject: Agent of Record Letters
Attachments: Principal AOR Letter template.docx; Standard AOR Letter template.docx; Anthem Agent of Record letter template.doc

Hi, Kim! Attached are Agent of Record letters for Anthem, Standard, and Principal. If you wouldn't mind putting these on your letterhead and returning them to me, that would be great.

Standard and Principal are fine with removing commissions from their rates, but unfortunately Anthem won't do that on a group your size. Once we are Agent of Record with Anthem, we'll be able to find out how much commission is included and can figure out the best way to structure the consulting agreement in the short run. Also, although the Principal and Standard letters direct commissions to be paid to Sherrill Morgan, once we are appointed as your agent we will direct them to remove the commissions.

If you have any questions at all, don't hesitate to let me know!

Thanks!
Lisa

Lisa Stamm, Esq.
Vice President, Consulting Services
P:859.291.6600
C:859.750.2517
www.sherrillmorgan.com

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