

**IN THE MATTER OF APPROVING AN ACA SUBSCRIPTION AGREEMENT WITH SELERIX SYSTEMS, INC. FOR THE BENEFITS-SELECTION SOFTWARE AND ASSOCIATED DOCUMENTATION LICENSES FOR AUGLAIZE COUNTY.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 5th day of March, 2019.

Commissioner Spencer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, Selerix has granted licenses in its Benefits-Section software system and associated documentation (the “Licensed Product”) to licensees (“Licensees”) through Selerix’s execution of one or more software licensing agreements, as the same may be amended from time to time (each, a “License Agreement”, and collectively, the “License Agreements”); and,

**WHEREAS**, Auglaize County (Subscriber) has not entered into such a License Agreement with Selerix but instead is an authorized user of the Licensed Product under a License Agreement with a third party, and,

**WHEREAS**, Subscriber has requested that Selerix provide to Subscriber a certain add on optional feature described in the Agreement (the “ACA Reporting Module”), which can be used in conjunction with the Licensed Product, but such ACA Reporting Module is not included in and is outside the scope of the applicable License Agreement under which Subscriber is authorized to use the Licensed Product; and,

**WHEREAS** the ACA Reporting Module Services will provide the following tracking and report capabilities to subscriber:

- 1) Basic Services: IRS Forms Generation, IRS Electronic Forms Transmittal Services, Lookback Monitoring, Account Manager Support Services,
- 2) Fees for Basic Services – NWGS has agreed to pay all fees associated with Basic Services to Selerix on behalf of Auglaize County.
- 3) Optional 1095-C Form Fulfillment; and,

**WHEREAS**, the Agreement shall commence on January 1 of the year specified in the title of the Agreement (the “Commencement Date”) and shall continue in effect for the following twelve (12) months (the “Initial Term”). It is understood that services for regulatory reporting for the contract year extends to March 31<sup>st</sup> of the year following for delivery of employee forms and the IRS electronic reporting. When necessary, the services for a contract year may be extended for an additional 60 days beyond March 31<sup>st</sup> (the “Extended Term”) to remedy IRS report deficiencies. On each annual anniversary of the Commencement Date, the Agreement shall automatically renew for an additional 12-month period from such annual anniversary date unless either party gives notice of non-renewal to the other party at least thirty (30) days prior to such annual anniversary of the Commencement Date. Notwithstanding the foregoing, however, the term of this agreement shall expire immediately in the event Subscriber is no longer permitted to use the Licensed Product under the terms of the applicable License Agreement.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners, Auglaize County, Ohio does hereby approve the ACA Subscription Agreement with Selerix Systems, Inc. for the benefits-section software and associated documentation licensees for Auglaize County as presented and does authorize Don Regula, President of the Board, to execute said documents.

Commissioner Bergman seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this  
5th day of  
March, 2019

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, yes  
Douglas A. Spencer

Don Regula, yes  
Don Regula

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## ACA Subscription Agreement

This ACA Subscription Agreement ("Agreement") is made by and between:

Selerix Systems, Inc., a Delaware Corporation, with its principal place of business located at 2851 Craig Drive, Suite 300, McKinney, TX 75072 (hereinafter referred to as "SELERIX")

and

Auglaize County, a Ohio Government Entity, with its principal place of business located at 209 S. Blackhoof St. Suite 201 Wapakoneta, OH, 45895 (hereinafter referred to as "SUBSCRIBER")

as of

1/1/2019 ("Effective Date")

WHEREAS, SELERIX, as Licensor, has granted licenses in its Benefits-Selection software system and associated documentation (the "Licensed Product") to licensees ("Licensees") through SELERIX's execution of one or more software licensing agreements, as the same may be amended from time to time (each, a "License Agreement", and collectively, the "License Agreements");

WHEREAS, SUBSCRIBER has not entered into such a License Agreement with SELERIX but instead is an authorized user of the Licensed Product under a License Agreement that a third party has with SELERIX;

WHEREAS, SUBSCRIBER has requested that SELERIX provide to SUBSCRIBER a certain add on optional feature described in this Agreement (the "ACA Reporting Module"), which can be used in conjunction with the Licensed Product, but such ACA Reporting Module is not included in and is outside the scope of the applicable License Agreement under which SUBSCRIBER is authorized to use the Licensed Product;

WHEREAS, SELERIX is willing to provide the ACA Reporting Module to SUBSCRIBER, and SUBSCRIBER is willing to accept the ACA Reporting Module from SELERIX, on the terms and conditions described in this Agreement;

NOW THEREFORE, the parties further agree to the following:

### 1. ACA Reporting Module

**A. Purposes.** SUBSCRIBER represents that to SUBSCRIBER's knowledge, SUBSCRIBER is an authorized user under a current, valid, and existing License Agreement. SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT DOES NOT GRANT A LICENSE TO THE LICENSED PRODUCT. This Agreement, however, does permit the use of the ACA Reporting Module as described herein. SUBSCRIBER will utilize the ACA Reporting Module for the following purposes (the "Purposes"):

- 1) Production of IRS Forms 1094C and 1095C (collectively, the "IRS Forms") for SUBSCRIBER's individual employees and employer level filings when the appropriate data is managed and uploaded by SUBSCRIBER.
- 2) Transmittal of the SUBSCRIBER's IRS Forms in the required XML format through the IRS AIR transmittal system.
- 3) Facilitation of SUBSCRIBER's tracking of medical eligibility as defined by SUBSCRIBER. This requires the SUBSCRIBER to either upload its employees' hours worked into the Licensed Product's system or to provide such data to SELERIX in the file format prescribed by SELERIX so that SELERIX can upload such data into the Licensed Product's system.

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**B. ACA Reporting Module Services.** The ACA Reporting Module will provide the following tracking and reporting capabilities to SUBSCRIBER:

**1) Basic Services:**

a. IRS Forms Generation

SELERIX Responsibilities:

- (1) Configure ACA Reporting Module and Licensed Product to generate 1094-C and 1095-C forms based on group and benefits information supplied by the SUBSCRIBER.
- (2) Facilitate SUBSCRIBER's ongoing upload by SUBSCRIBER of census files containing employee-specific data.
- (3) Train SUBSCRIBER's designated personnel in using the ACA Reporting Module to generate ACA reports and track eligibility. Such training provided to SUBSCRIBER will not constitute legal, financial or consulting advice or direction surrounding ACA rules and regulations. Likewise, communication to SUBSCRIBER's employees or among SUBSCRIBER's employees is not a responsibility SELERIX is obligated to fulfill as part of this Agreement.
- (4) Utilize SUBSCRIBER-provided employer and employee data to complete the IRS Form 1095-C and 1094-C forms. The forms will be in a format suitable for the SUBSCRIBER to review, amend, print or distribute electronically (i.e. PDF format).

SUBSCRIBER Responsibilities:

- (1) Provide SELERIX with the necessary organizational, medical plan and job class structure and data, and benefit rules and policies to support ACA compliance.
- (2) Regularly upload employee census data including eligibility events prompting plan and/or coverage changes; this process includes regular Qualified Life Events. This information provides the basis for employee tracking and compliance reporting.
- (3) Communicate to its employees the terms and timing required for employee enrollment into eligible medical plan. This effort must be synchronized by SUBSCRIBER with the census upload information.
- (4) Review SELERIX's system-generated reports throughout the calendar year to ensure completeness, accuracy and compliance. SUBSCRIBER is responsible for validating the 1095-C and 1094-C form output to ensure data alignment.
- (5) SUBSCRIBER represents that its employees using the Licensed Product have sufficient training to use the Licensed Product to its functionality. Further, SUBSCRIBER represents its employees will continue their training by attending webinars offered by SELERIX to assist such employees in becoming proficient in utilizing the ACA functionality in the ACA Reporting Module.

b. IRS Electronic Forms Transmittal Services

SELERIX responsibilities:

- (1) SELERIX will electronically submit the SUBSCRIBER's IRS Forms via the IRS AIR system on SUBSCRIBER's behalf after SUBSCRIBER has reviewed and approved SUBSCRIBER's IRS Forms. Upon IRS acceptance of the SUBSCRIBER's IRS filing SELERIX will advise the SUBSCRIBER of acceptance and provide transmission receipt records. If the IRS rejects the SUBSCRIBER's IRS filing, SELERIX will advise the SUBSCRIBER of such so that SUBSCRIBER may resolve the issue. When SELERIX is notified by SUBSCRIBER that the issue is resolved, SELERIX will resubmit the revised IRS Forms based on the corrected data.

(2) SELERIX warrants that if SUBSCRIBER's data uploaded in the Licensed Product is accurate and affirmatively approved by SUBSCRIBER, then the IRS Forms will be sufficiently accurate for SUBSCRIBER to comply with ACA requirements. SELERIX does not undertake any obligation to determine whether or not SUBSCRIBER's data is accurate or complete.

SUBSCRIBER responsibilities:

- (1) SUBSCRIBER is solely responsible for the accuracy and integrity of data stored in the Licensed Product from which the IRS Forms are based. SUBSCRIBER is responsible for all data input and maintenance of SUBSCRIBER's employee and benefit plan information. SUBSCRIBER is solely responsible for SUBSCRIBER's compliance with the ACA law, rules and regulations.
- (2) SUBSCRIBER shall thoroughly review the draft IRS Forms. Once SUBSCRIBER determines the IRS Forms are accurate and complete, SUBSCRIBER shall notify SELERIX of the same and instruct SELERIX to electronically file with the IRS. If the IRS rejects the SUBSCRIBER's IRS Forms filing, SUBSCRIBER will work to identify and resolve the issue with SUBSCRIBER's data causing the IRS Forms to be rejected. SUBSCRIBER will provide written notification to SELERIX that the issue has been corrected and to refile the IRS Forms.
- (3) SUBSCRIBER shall bear the risk of loss during any transmission of SUBSCRIBER's records and data over all communications links and devices.

c. Lookback Monitoring

SELERIX Responsibilities:

- (1) SELERIX will provide a standard template (Pay History) that outlines the hourly data required to drive the ACA Reporting Module. Based on the data provided by SUBSCRIBER, SELERIX will provide a "Lookback Report" based on SUBSCRIBER-defined report parameters and SUBSCRIBER's requested schedule.
- (2) SELERIX's ACA Lookback Reports are system-generated reports that identify employees who may be eligible for a medical coverage offer based on the employee's average hours worked during the SUBSCRIBER defined "measurement" and "stability" periods.

SUBSCRIBER Responsibilities:

- (1) SUBSCRIBER is responsible for uploading Pay History data which includes employee hours worked and compensation subject to SUBSCRIBER's designated schedule.
- (2) SUBSCRIBER is responsible for review of Lookback Reports indicating each employee who may gain or lose medical eligibility based on the employee's hours worked. SUBSCRIBER is responsible for reclassifying these employee records based on SUBSCRIBER's knowledge of all applicable facts and circumstances.

d. Account Manager Support Services.

SELERIX will provide 20 hours of account manager support hours each calendar year for IRS Forms Generation and Lookback Monitoring (described above). The intent of the parties is that the account support activities will be focused on improving SUBSCRIBER's ability to effectively and efficiently utilize the ACA Reporting system capabilities.

To the extent SUBSCRIBER requests it, SELERIX will assist with ancillary tasks such as significant data clean up and data mapping, and will help with identifying missing plan and job class information; however, such assistance by SELERIX will be charged against the 20 hours of support described above. More than 20 hours annually of ACA support will be billed as outline in Section 1., B., 1), e., (3).

- e. SELERIX's provision to SUBSCRIBER of the ACA services does not include any consulting services, legal, or financial services.

**2) Fees for Basic Services**

**NWGS** has agreed to pay all fees associated with Basic Services to Selerix on behalf of Auglaize County.

**a. IRS Forms Generation, IRS AIR Form Filing & Lookback Reporting**

Employee Tier#	Employee Count	Fee per Medical Eligible Employee	
		Annual Fee	Monthly Fee*
First 250	1 – 250	\$1,500 minimum#	-----
Next 750	250 - 1,000		\$1.25
Next 4,000	1,001- 5,000		\$0.75
Any additional	5,001+		\$0.50

# - Employers with fewer than 250 medical eligible employees are subject to the minimum annual charge of \$1,500.

\* Monthly Fee means fee per Medical Eligible Employee per month for each month in the calendar year. Each calendar quarter the total number of medical eligible employees is calculated and the appropriate fee is billed for the quarter in advance. New clients will be billed based on projected employee count. At year end, the counts will be reconciled based on actual quarterly eligible employee counts of records maintained in the system.

**b. Implementation Support**

Employee Tier#	Employee Count	Implementation Fee
First 1,000	Up to 1,000	\$1,000
Next 4,000	5,000	\$2,000
Any additional	5,001+	\$3,000

10 Hours of Implementation Support are included. Implementation hours in excess of the 10 hours will be billed at the rate of \$175 per hour.

**c. Multiple EIN Filing Charge**

Electronic filing fees:

- 1<sup>st</sup> EIN: Included at no charge
- 2<sup>nd</sup> – 5<sup>th</sup> EINS \$500 per EIN
- Over 5 EINS \$100 per EIN.

**d. Account Manager Support Services**

Account Manager support hours required *in excess of 20 hours* annually, will be charged at the rate of \$175 per hour.

**e. Fee Guarantee Period**

The above-described fees will remain valid for a period of 24 months from the Commencement Date of this Agreement. Thereafter, the annual fee may be amended by SELERIX, subject to the SUBSCRIBER's acceptance.

**f. Pricing Terms**

- (1) Reporting Period. SUBSCRIBER acknowledges ACA's annual reporting requirements. The services provided to SUBSCRIBER under this Agreement are services that are of benefit to SUBSCRIBER for the calendar year reportable to the IRS (January – December of reporting year). SUBSCRIBER acknowledges the delivery of services is for the reporting calendar year.
- (2) Payment Terms. NWGS agrees to pay the fees set forth above. Invoices will be sent on a quarterly basis in advance for all components provided by SELERIX. Payments are due upon receipt of the invoice and delinquent on the 30th day after the date of the invoice.
- (3) Any amount not paid before becoming delinquent shall thereafter bear interest until paid at a rate equal to the lesser of one and one half percent (1½%) per month or the maximum rate allowed by applicable law.

### 3) Optional 1095-C Form Fulfillment.

SUBSCRIBER may request 1095-C Form Distribution services, in writing. If such request is made SUBSCRIBER and accepted by SELERIX in its sole discretion, then:

a. SELERIX will have the following responsibilities:

- (1) SELERIX will cause the SUBSCRIBER's IRS Form 1095-C to be printed, inserted and mailed to employees on the SUBSCRIBER's behalf after SUBSCRIBER has reviewed and affirmatively approved SUBSCRIBER's 1095-C forms. 1095-C forms will be printed, inserted and delivered to the USPS within 14 business days after receipt of the SUBSCRIBER's approval of the file. SELERIX will provide SUBSCRIBER notice of the quantity and date the 1095-C materials that were delivered to the USPS.
- (2) SELERIX requires third party printing vendors to have executed a Business Associates Agreement before any confidential data is transferred to such vendors. SUBSCRIBER will have the following responsibilities:
  - (1) SUBSCRIBER is responsible to review the Employee's 1095-C forms and provide written approval to SELERIX.

b. 1095-C Form Distribution Services Fee Structure

The fee is based on the number of packets delivered to the USPS. The per package fee for the initial distributions is \$1.50; if a package needs to be sent a second time for any reason, the per package fee is \$1.00.

## 2. Confidentiality

- A. Confidential Information. As used herein, "Confidential Information" means, subject to the exceptions set forth in subsection C. and D. hereof, any information or data, regardless of whether it is in tangible form, disclosed by either party directly to the other party and either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the receiving party or which would be apparent to a reasonable person to be of a confidential or proprietary nature, the maintenance of which is important to the disclosing party; unless such information is the subject of any of the exceptions set forth in Section 2. C. and D. hereof. Confidential Information includes personally identifiable information of Clients and their employees.
- B. Use and Disclosure of Confidential Information. Each party acknowledges that in the course of performing its obligations under this Agreement, it may directly disclose to the other party Confidential Information. Both parties agree that they will not (i) use any such Confidential Information in any way, for its own account or the account of any third party, except for the exercise of its rights and performance of its obligations under this Agreement, or (ii) disclose any such Confidential Information to any party, other than furnishing such Confidential Information to

(a) its employees, agents, customers and consultants who are required to have access to the Confidential Information in connection with the exercise of its rights and performance of its obligations under this Agreement and (b) investors, prospective acquirers and professional advisers; provided that such employees, consultants, investors, prospective acquirers and professional advisers are bound by written agreements in accordance with the terms of this Section 2.B. Each party agrees that it will not allow any unauthorized person access to Confidential Information, and will take all action reasonably necessary to protect the confidentiality of such Confidential Information, including implementing and enforcing procedures to minimize the possibility of unauthorized use or copying of such Confidential Information. In the event that either party is required by law to make any disclosure of any Confidential Information, by subpoena, judicial or administrative order or otherwise, such party shall first give written notice of such requirement to the other party, and shall permit the other party to intervene in any relevant proceedings to protect its interests in the Confidential Information, and provide full cooperation and assistance to the other party in seeking to obtain such protection.

C. Exceptions. Information will not be deemed Confidential Information hereunder if such information: (i) is known to the receiving party prior to receipt from the other party directly from a source other than one having an obligation of confidentiality to the disclosing party; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving party; or (iv) is independently developed by the receiving party.

D. Exception from Confidentiality Provision Regarding Terms of the Agreement. In addition, except as required by law, neither of the parties to this Agreement will disclose the terms of this Agreement to any other person or entity not a party to this Agreement without the prior written consent of the other party to this agreement, except that a party to this Agreement may disclose the terms of this Agreement to its accountants, advisors, investors, acquirers and/or potential investors or acquirers and their advisors (collectively, "Representatives"), which Representatives have a "need-to-know" solely for the purpose of evaluating, negotiating or documenting a contemplated investment or acquisition; provided, however, that each such Representative is bound by a written agreement (or in the case of attorneys or other professional advisors, formal ethical duties) requiring such Representative to treat, hold and maintain the terms of this Agreement as Confidential Information in accordance with the terms and conditions of this Section 2D.

### 3. Risk of Loss

SELERIX shall not be responsible for, and SUBSCRIBER shall bear the risk of, loss during any transmission of SUBSCRIBER's records and data over all communications links and devices.

### 4. Term

Subject to Section 5 below, this Agreement shall commence on January 1 of the year specified in the title of this Agreement (the "Commencement Date") and shall continue in effect for the following twelve (12) months (the "Initial Term"). It is understood that services for regulatory reporting for the contract year extends to March 31<sup>st</sup> of the year following for delivery of employee forms and the IRS electronic reporting. When necessary, the services for a contract year may be extended for an additional 60 days beyond March 31<sup>st</sup> (the "Extended Term") to remedy IRS reporting deficiencies.

On each annual anniversary of the Commencement Date, this Agreement shall automatically renew for an additional 12-month period from such annual anniversary date unless either party gives notice of non-renewal to the other party at least thirty (30) days prior to such annual anniversary of the Commencement Date.

Notwithstanding the foregoing, however, the term of this agreement shall expire immediately in the event SUBSCRIBER is no longer permitted to use the Licensed Product under the terms of the applicable License Agreement.

## 5. Termination Without Cause

Notwithstanding the foregoing, SUBSCRIBER or SELERIX may terminate the Agreement at any time by providing advanced written notice of not less than thirty (30) days to the other party. In the event SELERIX terminates this Agreement without cause, SELERIX will refund to SUBSCRIBER a pro-rata portion of any fees paid by SUBSCRIBER in advance.

## 6. Termination For Cause

This Agreement may be terminated by either party for cause, as follows:

- A. If either party breaches any material term or condition of this Agreement, except for SUBSCRIBER's obligation to pay fees, and fails either to substantially cure such breach within five (5) days after receiving written notice specifying the breach, then the party not in breach may, by giving written notice to the breaching party, terminate this Agreement as of a date specified in such notice of termination. All of the obligations of the parties contained in this Agreement, except for SUBSCRIBER's obligation to pay fees, shall be deemed to have been performed in an acceptable manner unless the party not in breach provides the breaching party with written notice as stated above within thirty (30) days of the event giving rise to the breach; provided the party not in breach, knows or should have known about such breach.
- B. If SUBSCRIBER fails to pay when due any amounts owed hereunder within five (5) days of its due date, SELERIX may, by giving notice thereof to SUBSCRIBER, immediately terminate the provision to SUBSCRIBER of the ACA Reporting Module described herein (including termination of product keys required for SUBSCRIBER's use of such ACA Reporting Module) and terminate this Agreement as of the date of the notice or as of another date specified in such notice of termination.
- C. In the event that either party hereto becomes or is declared insolvent or bankrupt, is the subject of any proceedings related to its liquidation, insolvency or for the appointment of a receiver or similar officer for it, makes an assignment for the benefit of all or substantially all of its creditors, or enters into an agreement for the composition, extension or readjustment of all or substantially all of its obligations, then the other party hereto may, by giving written notice thereof to such party, terminate this Agreement as of the date specified in such notice of termination.
- D. Upon the termination of the Agreement for any reason, SELERIX will cease providing the ACA Reporting Module and any services and SUBSCRIBER will promptly pay to SELERIX all fees due up to the termination date pursuant to this Agreement.

## 7 Limited Warranty

SELERIX warrants that it has all requisite corporate power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement. Except for the foregoing express warranty, SELERIX does not make, and hereby disclaims, any and all other express or implied warranties.

## 8 Limitation of Liability

Under no circumstances will SELERIX or its related persons be liable to SUBSCRIBER or SUBSCRIBER's clients for any consequential, indirect, special, punitive, or incidental damages or lost profits, whether foreseeable or unforeseeable, whether or not arising out of breach or failure of express or implied warranty, breach of contract, misrepresentation, negligence, strict liability in tort or otherwise, based on SUBSCRIBER's claims, including, but not limited to claims for:

- use of the ACA Reporting Module or any services provided hereunder,
- use of the Licensed Product,
- interruption in use or availability of data,
- loss of goodwill,
- use of third party software,
- accuracy or interpretation of resulting reports,
- stoppage of other work, or



- impairment of other assets

IN NO EVENT WILL THE AGGREGATE LIABILITY WHICH SELERIX INCURS IN ANY ACTION OR PROCEEDING EXCEED THE AMOUNT ACTUALLY PAID BY SUBSCRIBER TO SELERIX UNDER THIS AGREEMENT DURING THE YEAR ENDING ON THE DATE ON WHICH THE EVENT FORMING THE BASIS OF THE ACTION OR PROCEEDING FIRST OCCURRED.

## **9 Force Majeure**

Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, including, but not limited to, fire, explosion, epidemics, earthquake, lightning, failures or fluctuations in electrical power or telecommunications equipment, accidents, floods, acts of God, the elements, terrorism, war, civil disturbances, acts of civil or military authorities or the public enemy, fuel or energy shortages, acts or omissions of any common carrier, strikes, labor disputes, regulatory restrictions, restraining orders or decrees of any court, changes in law or regulation or other acts of governmental, transportation stoppages or slowdowns or the inability to procure parts or materials. These causes will not excuse SUBSCRIBER from paying accrued amounts due to SELERIX through any available lawful means acceptable to SELERIX.

## **10 Assignment**

Neither party may assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder without the other party's prior written approval. Any attempt to do so without such approval will be void.

Notwithstanding the foregoing, either party may assign this Agreement, upon notice to the other party, to a related or unrelated entity in connection with a transfer of all, or substantially all, of its stock or assets to a third party, and the parties hereto hereby consent to any such assignment.

This Agreement will bind each party's successors-in-interest.

## **11 Relationship**

In performing hereunder, both parties are acting as independent contractors and neither party undertakes to perform any obligation of the other, whether regulatory or contractual, or to assume any responsibility for the other's business or operations. SUBSCRIBER understands and agrees that SELERIX may perform for or provide to third parties products or services similar to the ACA Reporting Module and the services described herein. Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between SELERIX and SUBSCRIBER. Neither party shall hold itself out as having any authority to enter into any contract or create any obligation or liability on behalf of or binding upon the other party.

## **12 Notices**

Any notice or approval required or permitted under this Agreement to be sent to SUBSCRIBER will be sent to the address specified for SUBSCRIBER below. Any such notice will be deemed received the day it is sent.

If to SUBSCRIBER:  
Auglaize County  
209 S. Blackhoof St. Suite 201  
Wapakoneta, OH 45895  
Attn: Erica Preston

Any notice or approval required or permitted under this Agreement to be sent to SELERIX will be in writing and will be sent by fax, courier, or mail, postage prepaid, to the address specified for SELERIX below or to any other address that may be designated by SELERIX in a prior written notice to BROKER. Any such notice or approval delivered by fax (with answer back) will be deemed to have been received the day it is sent. Any notice or approval sent by courier will be deemed received one

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(1) day after its date of posting. Any notice or approval sent by mail will be deemed to have been received on the fifth (5th) business day after its date of posting.

If to SELERIX:

Selerix Systems, Inc.  
2851 Craig Drive, Suite 300  
McKinney, TX 75072  
Attn: Legal Compliance

### **13 Accuracy of Data and Records**

SUBSCRIBER is solely responsible for the accuracy and integrity of data stored in the system. SUBSCRIBER is solely responsible for data input and maintenance of employee and benefit plan information.

### **14 Amendments**

Any waiver, amendment or modification of this Agreement will not be effective unless executed in writing and signed by both parties.

### **15 Governing Law**

This Agreement will be governed by and interpreted in accordance with the laws of the State of Ohio, U.S.A., to the exclusion of its conflict of law provisions. If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement, unless either party in good faith deems the unenforceable provision to be essential, in which case such party may terminate this Agreement effective immediately upon notice to the other party.

Venue for any dispute resolution proceeding shall be in Auglaize County, Ohio or, if applicable, the state and federal courts covering the geographic area or district in which Auglaize County, Ohio is located.

### **16 Entire Agreement**

This Agreement, together with the Exhibits and attachments hereto which are hereby incorporated into this Agreement, constitutes the complete and entire statement of all conditions and representations of the agreement between SELERIX and SUBSCRIBER with respect to its subject matter and supersedes all prior writings or understandings.

### **17 Authorization**

SUBSCRIBER represents that it has been duly authorized to enter into this Agreement on behalf of and to bind each of the employer entities designated by the IRS with the EINs for which SELERIX renders services hereunder.


### **18 Survival**

Notwithstanding any other provisions of this Agreement to the contrary, Sections 2, 5, 6, 9, 12, 15, 17, and 18 shall survive the termination of this Agreement.

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In witness whereof, the parties hereto have caused this Agreement to be executed by the duly authorized representatives as of the Effective Date:

**Auglaize County**

Signed:   
Print name: Don Regula

Title: President of the Board of  
County Commissioners  
Date: March 5, 2019

**Selerix Systems, Inc.**

Signed:   
Print name: Chris McCoy

Title: CFO  
Date: March 1, 2019

**IN THE MATTER OF AUTHORIZING THE PAYMENT OF THE COUNTY'S MANDATED SHARE OF PUBLIC ASSISTANCE FOR MARCH.**

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The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 5th day of March, 2019.

Commissioner Spencer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, it is necessary to pay the county's mandated share of Public Assistance for March.

**THEREFORE, BE IT RESOLVED** that the Board does authorize the County Auditor to make the following payment:

**From: 001-0905-533500 – Public Assistance Grant**  
**Amount: \$ 6,108.09**  
**To: 006-0400-400101 – Public Assistance**

Commissioner Bergman seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this 5th day  
of March, 2019

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Don Regula  
Don Regula

John N. Bergman  
John N. Bergman

Douglas A. Spencer  
Douglas A. Spencer

cc: County Auditor  
✓ Jobs & Family Services

**IN THE MATTER OF APPROVING THE 2019 BRIDGE REPLACEMENT/REHABILITATION PROGRAM AS PRESENTED BY THE ASSISTANT COUNTY ENGINEER ANDREW BAUMER.**

\*\*\*\*\*  
The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 5th day of March, 2019.

Commissioner Spencer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, Assistant County Engineer, Andrew Baumer presented the 2018 county bridge replacement/rehabilitation program to the Board of County Commissioners with the following bridges listed for upgrading:

**COUNTY FABRICATED STEEL BEAM BRIDGE**  
MOU-081-16.16      Glynwood-NK Rd., north of Glynwood Rd.      \$ 92,653.00

**COUNTY MANUFACTURED CONCRETE BRIDGE BEAMS**  
PUS-120-14.98      Pusheta Rd., west of Cemetary Rd.      \$ 64,139.00  
UNI-215-16.60      Stiles Rd., between Blank Pike and SR 67      \$ 61,954.00  
GOS-311-14.63\*      Holden Line Rd., north of SR 385      \$ 95,548.00

**COUNTY MANUFACTURED 3-SIDED BOXES**  
WAY-180-26.37      Fairmount Rd. east of Moyer Rd.      \$ 63,978.00

**BRIDGE REHABILITATION**  
WAS-126-11.66      Owl Creek, east of Kohler Rd.      \$ 18,463.00  
MOU-180-06.20      Rapp Rd., east of Townline Kossuth Rd.      \$ 19,833.00  
MOU-174-06.53      Lock 14 Rd., east of Townline Kossuth Rd.      \$ 19,833.00  
CLA-241-12.43      Valley Road, south of Clay Rd.      \$ 20,652.00

**CULVERT INSTALLATION**  
LOG-081-21.94      Easley Rd., south of Burnfield Rd.      \$ 20,588.00  
**2019 BRIDGE PROGRAM TOTAL      \$ 477,641.00**

\* Shared Cost with Hardin County

**THEREFORE BE IT RESOLVED** that the Board of County Commissioners, Auglaize County, Ohio, does hereby approve the above shown 2019 Bridge Replacement/Rehabilitation Program and does authorize Engineer Doug Reinhart to proceed with plans to cause the mentioned replacements.

Commissioner Bergman seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this  
5th day of  
March, 2019

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Don Regula  
Don Regula

John N. Bergman  
John N. Bergman

Douglas A. Spencer  
Douglas A. Spencer

cc: County Engineer – Doug Reinhart

**IN THE MATTER OF AUTHORIZING A BUDGET ADJUSTMENT.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 5th day of March, 2019.

Commissioner Spencer moved the adoption of the following:

**RESOLUTION**

WHEREAS, the Board has been requested to authorize the budget adjustment as follows: and,

<b>County Home Fund:</b>		
<b>Amount:</b>	<b>From:</b>	<b>To:</b>
\$ 521.24	097.0097.530500 (Contract Repairs)	097.0097.530900 (Other Expense)

**THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the budget adjustment to show the changes as tabulated above.

Commissioner Bergman seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this  
5th day of  
March, 2019

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Don Regula  
Don Regula

John N. Bergman  
John N. Bergman

Douglas A. Spencer  
Douglas A. Spencer

cc: Auditor  
County Administrator