

CITY OF BROKEN ARROW

AGREEMENT FOR PLAN SUPERVISOR

This Agreement is entered into by and between CoreSource, Inc., a Delaware corporation (hereinafter referred to as "Plan Supervisor") and City of Broken Arrow, 220 South First Street, Broken Arrow, OK 74012 ("Plan Sponsor"), and shall be effective as of the first day of January, 2016 (the "Effective Date").

RECITALS

WHEREAS, Plan Sponsor has adopted and implemented a health and welfare benefit plan as listed on Exhibit A ("Plan"), providing means by which eligible employees of Plan Sponsor and their eligible dependents are able to obtain benefits provided by the Plan and set forth in the Plan Document.

WHEREAS, Plan Supervisor, under the terms of this Agreement, shall assist Plan Sponsor in the implementation and administration of the Plan;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

SECTION 1 DEFINITIONS

- 1.01 **"Participant"** shall mean an individual enrolled as an employee, dependent or retiree (if applicable) for benefits under the Plan, or an individual continuing coverage under the Plan in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended from time to time ("COBRA").
- 1.02 **"Plan Document"** shall mean generally the written description of the benefits to be provided by the Plan, and the standards and rules governing the payment of benefits under the Plan.

SECTION 2 DUTIES AND RESPONSIBILITIES OF PLAN SUPERVISOR

- 2.01 Plan Supervisor shall assist Plan Sponsor in the installation of the Plan, including performance of the following duties:
- A. Enter in and maintain the plan of benefits, all enrollment, and relevant information provided by Plan Sponsor in Plan Supervisor's computer system.
 - B. Perform any other duties related to the installation of the Plan as mutually agreed between the parties.
- 2.02 Standard Claims Service.
- A. Except as otherwise specifically provided in this Agreement, Plan Supervisor shall perform the duties listed below:
 - (1) Plan Supervisor shall administer claims for health and welfare benefits under the Plan in accordance with terms and conditions set forth in the Plan, this Agreement, and Plan Supervisor's payment practices and audit procedures, which are updated from time to time including, but not limited to:
 - a. review and evaluate claims submitted, and provide an explanation of benefits (EOB) to Participants and providers, if applicable;
 - b. prepare standard claims activity reports, check registers and fund reports;
 - c. respond to telephone and mail inquiries from Participants and providers regarding benefits available or status of claims; and
 - d. provide standard claims, accounting, and enrollment forms.
- 2.03 Plan Supervisor's duties are contingent on the receipt of necessary information, any communication and/or data from Plan Sponsor, Participants, providers, and any other source in a timely manner and in good order. "Timely manner" means a reasonable period of time for sorting, processing, entering and posting of data received.
- 2.04 Coordinate contracting with preferred provider organizations and other managed care organizations.

City of Broken Arrow

2.05 Prescription Drug Service.

- A. Provide the prescription drug vendor with a description of benefits as established in the Plan, and appropriate eligibility information that was furnished by Plan Sponsor.
- B. Timely request funding from Plan Sponsor for prescription drug claims and administrative expenses of the Plan.
- C. Coordinate receipt of electronic claim data with prescription drug benefit manager for reporting purposes.

2.06 Custom Duties.

- A. Review Plan Sponsor's existing Plan Document, and provide a draft of a new Plan Document;
- B. Prepare Participant identification cards, as applicable, which identify how to make inquiries on eligibility and coverage;
- C. Send eligibility information electronically to other Plan vendors, as required, all in a format specified by Plan Supervisor.

2.07 Stop Loss Duties.

- A. In the event Plan Sponsor purchases a stop-loss policy permitting "advanced funding" of reimbursement claims before (or simultaneously with) payment by the Plan of associated medical expenses, Plan Sponsor hereby acknowledges and agrees:
 - (1) Plan Supervisor did not recommend that Plan Sponsor purchase such a stop-loss policy;
 - (2) Plan Supervisor will not seek advance funding for any individual provider bill of less than [amount stated in stop loss contract.
 - (3) Plan Sponsor's funding obligations remain the same, notwithstanding the purchase of such a stop-loss policy;
 - (4) Plan Supervisor shall be relieved of all claim processing duties it has under this Agreement or under ERISA to the extent those duties cannot be properly carried out during the pendency of an "advanced funding" stop-loss claim; and
 - (5) The indemnity provisions shall be modified to make Plan Sponsor strictly liable for any claims, damages, liabilities, costs, etc. that may arise because of the purchase of such a stop-loss policy, including but not limited to, (a) the responsibility to indemnify Plan Supervisor irrespective of any wrongful act or omission by Plan Supervisor in purchasing such a stop-loss policy, and (b) the exemption of Plan Supervisor from any duty to indemnify Plan Sponsor irrespective of any wrongful act or omission by Plan Supervisor, or the involvement of Plan Supervisor in purchasing such a stop-loss policy.
- B. Notwithstanding the foregoing, for any benefit claim received by Plan Supervisor during the last fourteen (14) days of any stop-loss year, Plan Supervisor may, but shall in no event be under any obligation to, discharge its duties under this section in such manner as may be required to cause the applicable reimbursement to Plan Sponsor or the Plan to occur as part of the same stop-loss year.
- C. Provide tracking and claim filing services to the stop-loss carrier of Plan Sponsor or the Plan, if applicable.

SECTION 3

DUTIES AND RESPONSIBILITIES OF PLAN SPONSOR

3.01 Preparation of Eligibility List and Plan Information. Plan Sponsor shall:

- A. Prepare an initial complete and accurate set of enrollment records for all Participants, including but not limited to Social Security numbers, legal name, date of birth, and previous creditable coverage; such records must be delivered to Plan Supervisor thirty (30) days prior to the date Plan Supervisor shall begin to adjudicate claims for the Plan.
- B. Plan Sponsor shall update these records in writing or by any other medium acceptable to Plan Supervisor, notifying Plan Supervisor of any and all changes in Participant status, including the addition of new Participants, termination of Participants, changes in dependent status or any other changes that may affect the eligibility of a Participant. If Plan Sponsor submits a termination to Plan Supervisor which is effective retroactively, Plan Supervisor will not be obligated to adjust claims, administrative fees, premiums, attempt recovery of overpayments, or vendor costs retroactively for more than three (3) months.
- C. Deliver to Participants all Plan information and any other information required by the Department of Labor or any other federal or state governing agency.

- D. Notify Plan Supervisor in writing of the final determination of Plan Sponsor or person designated by Plan Sponsor regarding any disputed or questionable claims and claims requiring interpretation of the Plan Document unless the Addendum for Claim Appeal Determination Services has been executed by the parties.
- E. Funding of Claims and Expenses.
- (1) Plan Sponsor shall be solely responsible for funding the payment of benefits and expenses under the Plan, upon request of Plan Supervisor. If such funding is delinquent for a period of seven (7) calendar days, Plan Sponsor is required to immediately notify all Participants of the delinquency of funding. Such notification shall be in writing and a copy forwarded to Plan Supervisor. If Plan Sponsor does not provide such notification or funding within fifteen (15) calendar days of the request for funds, Plan Supervisor has the right, but not a duty, to notify Participants and health care providers of the delinquency of funding. Plan Supervisor may also suspend the issuance of checks and explanation of benefit statements and suspend the processing of all claims. In addition, failure to fund the account in a timely manner may result in additional ramifications including, but not limited to, the loss of preferred provider prompt payment discounts.
- (2) Plan Sponsor authorizes Plan Supervisor to make disbursements from the account for the payment of benefits and expenses incurred under the Plan.
- F. Settlement of Claims. Plan Sponsor shall timely notify Plan Supervisor of any inquiries it receives, whether from individuals, entities, governmental entities or others, regarding the activities undertaken by Plan Supervisor and shall assist Plan Supervisor in any reasonable manner with regard to Plan Supervisor's obligations under this Agreement. In addition, Plan Sponsor shall fully cooperate with Plan Supervisor as and to the extent necessary for Plan Sponsor to effectively respond to an inquiry by any individual, governmental authority, or other entity regarding coordination of any Plan benefit with any benefit that may be available under Medicare.
- G. Plan Documentation. Plan Sponsor shall provide Plan Supervisor with an executed copy of the Plan Document, Summary Plan Description, and Trust Instrument, if applicable.
- H. Changes in Information. Plan Sponsor shall:
- (1) Advise Plan Supervisor upon acquisition of any new or different contract relating to the Plan, or upon any change in Plan Sponsor's organization which might affect the legal status of the Plan; and
- (2) Notify Plan Supervisor in writing of any change in the Plan benefits at least thirty (30) days prior to the effective date of such change. Any change requiring a re-adjudication of claims shall be performed by Plan Supervisor only for an additional fee mutually agreeable to the parties.
- (3) Notify Participants within sixty (60) days prior to the effective date of a material reduction in benefits.

SECTION 4 BANKING ARRANGEMENTS

- 4.01 Funding of benefits shall be made by Plan Sponsor. If benefits will be funded by a physical benefit check: (i) the benefit check shall be signed by an authorized representative of Plan Supervisor, (ii) shall be drawn on a bank account or accounts established and maintained by Plan Sponsor for the purpose of funding payment of such claims and (iii) Plan Supervisor shall release such benefit checks upon a frequency mutually agreed upon by the parties. If benefits will be funded by ACH or other electronic means: (i) Plan Sponsor shall transfer the appropriate funds to a fiduciary account designated by Plan Supervisor in writing, (ii) such funds shall remain in such account and available for the payment of applicable benefits and (iii) Plan Supervisor shall release or cause the release of such funds (by ACH, paper draft or other appropriate means determined by Plan Supervisor) upon a frequency mutually agreed upon by the parties.

SECTION 5 RELATIONSHIP OF THE PARTIES

- 5.01 In performing services under this Agreement, Plan Supervisor performs all acts as an independent contractor and not as an officer, employee or agent of Plan Sponsor or Plan Administrator (if other than Plan Sponsor) or Plan. Nothing in this Agreement shall be construed to mean Plan Sponsor retains any control over the manner and means of how Plan Supervisor performs the services provided for herein, but only a right to review the results of the work performed.

- 5.02 Fiduciary. Plan Sponsor, or a person designated by Plan Sponsor (other than Plan Supervisor), is the Administrator and the Named Fiduciary of the Plan. As fiduciary, Plan Sponsor, or the person designated by Plan Sponsor (other than Plan Supervisor), maintains discretionary authority to review all denied claims for benefits under the Plan, including, but not limited to, the determination of covered services, interpretation of the terms of the Plan, and the determination of eligibility for and entitlement to Plan benefits in accordance with the terms of the Plan. Unless expressly provided in this Agreement (i.e., by the parties having signed the Addendum for Claim Appeal Determination Services), Plan Supervisor shall not have any discretionary authority or discretionary control respecting the management of the Plan itself or its assets, if any, and Plan Sponsor retains all final responsibility and ultimate authority for the operation of the Plan.

SECTION 6 TERM AND TERMINATION

- 6.01 Term. This Agreement and referenced Addenda shall be in effect for a period of one (1) year from the Effective Date (the "Initial Term") and shall renew automatically thereafter for the successive one (1) year periods of time (each such period, a "Renewal Term" and collectively with the Initial Term, the "Term"), unless otherwise terminated or renegotiated in accordance with this Agreement. If renegotiated, the Term mutually agreed to by the parties for that renewal will be reflected in Exhibit A to this Agreement. Addenda may be individually terminated without terminating the entire Agreement, by making clear by written notice that the termination is intended to be effective with respect to the applicable Addendum only.
- 6.02 Renewal. The provisions of this Agreement and monthly Administrative fees (not including any fee payable to a vendor) payable to Plan Supervisor hereunder, are subject to negotiation prior to the end of each Term. Either party desiring to renegotiate this Agreement shall notify the other party of its intent to renegotiate forty-five (45) days prior to expiration of the Term. In the absence of a written agreement signed by both parties indicating otherwise, this Agreement shall automatically be renewed upon the same terms and conditions.
- 6.03 Termination. This Agreement may be terminated effective as of the time specified below:
- A. By Plan Supervisor, with or without cause, by giving written notice to Plan Sponsor at least sixty (60) days prior to the last day of the applicable Initial Term or Renewal Term, effective at the end of the applicable Initial Term or Renewal Term;
 - B. By Plan Supervisor at any time after Plan Sponsor fails to provide funds for the payment of benefits, effective as of the date specified in Plan Supervisor's termination notice;
 - C. By Plan Supervisor at any time after any Administrative fees, insurance premiums or other expenses are more than thirty (30) days past due, effective as of the date specified in Plan Supervisor's termination notice; or
 - D. By Plan Supervisor at any time after Plan Sponsor voluntarily or involuntarily files for bankruptcy, effective as of the date specified in Plan Supervisor's termination notice.
 - E. By Plan Sponsor providing at least sixty (60) days prior written notice if the Broken Arrow City Council has not appropriated funds for the next fiscal year starting July 1st. Notwithstanding anything to the contrary in this Section 6.03, E, the fees shown in Exhibit A have been approved by the Broken Arrow City Council for services performed from January 1, 2016 through December 31, 2016.
- 6.04 Continuing Obligations After Contract Termination. Notwithstanding the termination of this Agreement, the following rights and liabilities of the parties shall survive for the specified time period following termination:
- A. Plan Sponsor's duty to pay Plan Supervisor until such amounts are paid in full.
 - B. Plan Sponsor's duty to fund claims incurred before termination until such claims are finally resolved.
 - C. Plan Sponsor's and Plan Supervisor's duties and liabilities regarding Claims Records below, if applicable.
 - D. Plan Sponsor's and Plan Supervisor's indemnification duties and liabilities with respect to events and benefit claims arising before termination of this Agreement until the appropriate statute of limitations has run.
 - E. Plan Sponsor's and Plan Supervisor's termination obligations under all applicable Addenda to this Agreement until the appropriate statute of limitations has run.

6.05 Claims Records. The Plan owns all claim files even though they may be in the possession of Plan Supervisor.

When this Agreement terminates, Plan Supervisor shall provide to Plan Sponsor, or its designee, an electronic claim file in Plan Supervisor's format. Records of the Plan shall be returned to the Plan Administrator or its designee upon termination of this Agreement, subject to the payment of all outstanding balances due. Plan Sponsor shall reimburse Plan Supervisor for the cost of retrieving Plan records from storage, if applicable, and shipping Plan records to the Plan Sponsor. The electronic or hard copy delivery of records shall be deemed in compliance with this Section. In the event Plan Sponsor appoints a successor to Plan Supervisor, Plan Supervisor shall cooperate as reasonably necessary in transferring files, records, reports, and the like, and Plan Supervisor shall be entitled to its then current fee for its services in connection therewith. Notwithstanding anything in this Agreement to the contrary, at the time the transfer of records occurs, Plan Supervisor shall be relieved of further responsibility for performing any of the services enumerated in this Agreement.

6.06 Outstanding Fees. Upon termination, Plan Sponsor agrees to remit to Plan Supervisor any outstanding balances due. Plan Supervisor shall have the right to retain all records as specified above until receipt of all outstanding monies due.

6.07 Run-Out. Plan Sponsor and Plan Supervisor may agree in writing ("Run-Out Agreement") to have Plan Supervisor adjudicate run-out claims which are incurred but not paid prior to the termination of this Agreement ("Run Out Claims") and the parties acknowledge and agree that, in the event the parties do not elect to enter into a Run-Out Agreement with respect to claims received after fifteen (15) days prior to the termination of this Agreement, Plan Supervisor shall have no responsibility with respect to Run-Out Claims. Should Plan Sponsor elect to have Plan Supervisor process Run-Out Claims upon termination, Plan Supervisor will do so for a fee of 125% of the administrative fee per month applicable at the time of the request, payable in advance of providing such services. All Administrative Fees and claim funding must be current in order for service to be requested by Plan Sponsor.

SECTION 7 LIMITATION OF LIABILITY / DAMAGES

7.01 Intentionally left blank.

7.02 Plan Supervisor does not assume liability for the adequacy of funding of the Plan, and Plan Supervisor is not, and shall not be deemed to be an insurer, underwriter or guarantor with respect to any benefits payable under the Plan.

7.03
Intentionally left blank.

7.04 If any payment is made to an ineligible person for an ineligible claim, or if it is determined that more or less than the correct amount has been paid under the Plan by Plan Supervisor, then Plan Supervisor shall attempt to recover such payment, or contract with a third party vendor to recover such payment or, when appropriate, adjust Participant's later claims. However, Plan Supervisor shall not be required to initiate court proceedings to effect any such adjustment. If Plan Supervisor is unsuccessful in making any adjustment, it shall notify Plan Sponsor so that Plan Sponsor may take such appropriate actions against the payee. Neither the Plan Sponsor nor Plan Supervisor or its affiliates, contractors, shareholders, directors, officers, employees or agents shall be liable for any consequential, special, incidental or indirect damages arising out of its performance under this Agreement. Plan Supervisor shall not be liable for non-recovery of such payments, unless such payments arose from, or otherwise were attributable to, Plan Supervisor's willful and intentional misconduct or criminal conduct.

7.05 Plan Supervisor will provide assistance to Plan Sponsor or the Plan with respect to any disputes regarding stop-loss coverage, but only if the stop-loss carrier is among the list of Plan Supervisor's preferred stop-loss carriers.

SECTION 8 ADMINISTRATIVE FEES

8.01 Fees.

- A. Plan Sponsor shall pay Plan Supervisor the compensation for duties as set forth on Exhibit A. Such fees do not include vendor costs in conjunction with the operation of the Plan. These expenses include, but are not limited to, wire transfer fees, check printing fees, check charges, annual auditor fees, resupply of forms, and other printing expenses, identification cards, physician reviews, consulting/vendor fees, medical records fees, hospital audits, code review and unusual programming requirements. Plan Supervisor will charge Plan Sponsor or the Plan as these expenses are incurred. Payment shall be due upon receipt of an invoice by Plan Sponsor detailing such expenses. If enrollment drops by 10%, Plan Supervisor may adjust Administrative Fees on any due date by providing Plan Sponsor with thirty (30) days prior written notice.
- B. Administrative fees shall be determined on a monthly basis, based on the number of Participants, for which computerized records are maintained by Plan Supervisor. Plan Sponsor must notify Plan Supervisor in writing within thirty (30) days of Plan Sponsor's receipt of each regular monthly invoice of any discrepancy; otherwise, Plan Supervisor's fee shall be reflected in the invoice provided.
- C. Plan Supervisor shall send a monthly invoice to Plan Sponsor for the current month's Administrative fees, premiums and other expenses incurred on behalf of Plan Sponsor and Plan. Plan Sponsor is required to pay this invoice as presented. Any retroactive changes or adjustments will be made on the next month's bill (all corrections will be reflected on the next bill if received by the Eligibility Department at least seven (7) business days before the bill is generated). Payment will be due upon receipt of invoice or on the first (1st) day of each month for which services are performed, whichever is later.

- 8.02 Delinquent Accounts. Accounts and invoices not paid by the later of the end of the month, or within thirty (30) days of billing, are considered delinquent and are subject to a service charge of 1.5% per month (service charge applies to Plan Supervisor fees only). It is further stipulated and understood that premium for stop loss coverage and/or premium for insured group benefits, if applicable, which is delinquent over thirty (30) days is in technical lapse with the insurance carrier, and Plan Supervisor shall be held harmless for any and all consequences arising from this delinquency.

SECTION 9 ADDITIONAL SERVICES

Additional Services, if any, are provided under this Agreement as set forth in Exhibit A for the additional service fees specified therein and as more fully described in the Addendum(s) to Agreement for Plan Supervisor which are attached to and made a part of this Agreement.

SECTION 10 GENERAL

- 10.01 Amendments. This Agreement may not be amended without the express written consent of both parties.
- 10.02 Assignment. Neither party may assign this Agreement, its rights, or obligations under this Agreement without the prior written consent of the other party; provided however, Plan Supervisor may assign its rights and obligations to any affiliated company of Plan Supervisor.
- 10.03 Compliance with Laws. Both parties shall comply with all applicable state and federal laws, regulations, rulings and judicial and administrative orders.
- 10.04 Consultation with Plan Sponsor. Plan Supervisor shall consult with and obtain prior approval from Plan Sponsor and/or legal counsel designated by Plan Sponsor when legal matters regarding the Plan arise. Plan Supervisor shall not be obligated to defend against any legal action or claim for benefits by virtue of this Agreement.
- 10.05 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single agreement.

- 10.06 Entire Agreement. The entire agreement between the parties concerning the subject matter hereof is incorporated into this document, the exhibit(s) with attached addenda; this Agreement supersedes all previous agreements whether oral or written between the parties concerning the subject matter hereof.
- 10.07 Governing Law. To the extent not preempted by ERISA, this Agreement shall be governed in accordance with the laws of the state of Oklahoma, without regard to conflict of law provisions.
- 10.08 Headings. The headings of this Agreement are solely for the convenience of the parties and do not effect the meaning or interpretation of any provision of this Agreement.
- 10.09 Maintenance of Records. All records, as applicable, of Plan Supervisor's internal claims review, determination of eligibility, authorization for adjudication, payment of claims and premiums, banking records, and any other financial records generated by Plan Supervisor under this Agreement shall be maintained during the Term of this Agreement.
- 10.10 Notice. Any notice required to be given hereunder between the parties shall be written, effective upon receipt and shall be served by (i) facsimile (confirmation receipt received), (ii) personal delivery, or (iii) sent by overnight courier delivery service, or certified mail, return receipt requested to the address cited in the signature block of this Agreement or to such other address as shall be specified by like notice by either party.
- 10.11 Other Service Providers. Plan Supervisor may seek the services of others in performing its duties and obligations under this Agreement.
- 10.12 Prior Claims Administrator. In the event Plan Supervisor replaced a prior claims administrator, no responsibility is accepted for the work performed by the prior claims administrator; nor does Plan Supervisor agree to reevaluate or readjust claims or to perform or continue work previously done by the prior claims administrator (including acting as a named fiduciary for any pending claims appeals) unless otherwise agreed upon by the parties for additional compensation.
- 10.13 Reliance on Instructions. Plan Supervisor may rely upon any written instructions or information relating to Plan Supervisor performance of services provided to Plan Supervisor by Plan Sponsor or Plan Sponsor's designated representatives, and reasonably believed by Plan Supervisor to be genuine and authorized by Plan Sponsor. Plan Supervisor shall incur no liability resulting from Plan Supervisor's reasonable reliance on such instructions or information provided that Plan Supervisor does not have immediate and uncontested knowledge that any such instruction or information, as the case may be, is incorrect, inaccurate or incomplete when given to Plan Supervisor.
- 10.14 Successor and Assigns. This Agreement shall be binding upon and inure to the benefit of and be enforceable against the parties hereto and their respective successors and permitted assignees.
- 10.15 Taxes. If at any time, the federal government or any state or any political subdivision or any instrumentality of either shall assess any tax or surcharge against the Plan, against Plan Supervisor with respect to services provided hereunder or to payments made by or for the Plan, or against any trust related to the Plan in any way and Plan Supervisor is required to pay such tax or surcharge, Plan Supervisor shall report payment of the tax or surcharge to Plan Sponsor and at the option of Plan Supervisor make a charge against Plan Sponsor for reimbursement of such payment or be reimbursed by Plan Sponsor upon fifteen (15) days' prior written notice. This section shall not apply to income or payroll taxes.
- 10.16 Government Regulations. If at any time there is a change in federal or state law or regulation which affects the administration of the Plan, Plan Supervisor shall report the change to Plan Sponsor and at the option of Plan Supervisor make a charge against Plan Sponsor for reimbursement of such administration costs including but not limited to postage.
- 10.17 Use of Name. Plan Sponsor and Plan Supervisor agree not to use the name, image, promotional material, stationary, letterhead or logotype of the other party or its parent, subsidiaries or affiliates except as expressly authorized in writing by such other party.

- 10.18 Waiver. Failure to enforce any provision of this Agreement does not affect the rights of the parties to enforce such provision in another circumstance. If any provision of this Agreement is determined to be unenforceable or invalid, such determination shall not affect the validity of the other provisions contained in this Agreement.
- 10.19 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.
- 10.20 Audit. Plan Sponsor shall have the right, upon providing thirty (30) days prior written notice to Plan Supervisor, to annually review, at its own expense, any records of Plan Supervisor relating to benefit payments and requests for benefit payments under the Plan and the issuing of checks for payment of benefits under the Plan. Any examination of such records shall be carried out in a manner and timeframe mutually agreeable to Plan Supervisor and Plan Sponsor. The examination will be based on a statistically valid sampling of benefit payments and requests for benefit payments under the Plan. The formula for such sampling shall be supplied in writing to Plan Supervisor prior to the start of any audit. The audit will take place during normal business hours at the location of Plan Supervisor.
- 10.21 Confidentiality. Each party acknowledges and agrees that all Confidential Information (defined below) it receives from the other party shall be held in strict confidence by the receiving party and its representatives and shall be used only to carry out the terms of this Agreement. Each party undertakes and agrees to use, and to cause each of its representatives to use all commercially reasonable means to safeguard the confidentiality of the other party's Confidential Information received and at least the same measures it uses to safeguard its own Confidential Information. Confidential Information means, as to any party, all information that is, or could reasonably be considered to be, proprietary or confidential information of that party including, without limitation, all documents, information, knowledge or data relating to that party's financial condition, financial information, customers, suppliers, product design, business plans, software programs, computer hardware, systems, sales strategies, pricing, contract terms, facilities, processes, and strategic plans regardless of the form, manner or medium by which the Confidential Information is recorded or disclosed. For sake of clarity, this Agreement is considered Confidential Information of Plan Supervisor. Notwithstanding any other provision of this Agreement it is expressly understood and agreed that neither party nor its representatives shall be liable for the disclosure of the other party's Confidential Information if such Confidential Information (a) is in the public domain at the time it is disclosed; or (b) was known to the receiving party on a non-confidential basis prior to the time of its initial receipt from the disclosing party; or (c) is disclosed with the disclosing party's prior written approval; or (d) is disclosed pursuant to the requirement of applicable law, court order, administrative agency or other governmental authority; or (e) was developed independently by the receiving party prior to disclosure by the disclosing party, as demonstrated by the receiving party's records.
- 10.22 Use of Information. Notwithstanding anything to the contrary in any other agreement between the parties, in addition to using information to carry out its duties under this Agreement, Plan Supervisor and its agents, employees and contractors may use, reproduce or adapt information obtained in connection with this Agreement, including claims under the Plan and eligibility information, in any manner it deems appropriate, except that Plan Supervisor and its agents, employees and contractors shall maintain the confidentiality of such information to the extent required by applicable law, may not use the information in any way prohibited by law, and agree to use only information that has been de-identified at both the Plan and Participant level. Any work, compilation, processes or inventions developed by Plan Supervisor, or its respective agents, employees or contractors as a result of any such use, reproduction or adaptation is deemed Confidential Information of Plan Supervisor under this Agreement and is the sole and exclusive property of Plan Supervisor.

IN WITNESS WHEREOF, Plan Supervisor and Plan Sponsor have caused this Agreement to be executed in duplicate by their respective officers duly authorized to do so:

**SIGN
HERE**

PLAN SPONSOR

(Mayor)

CORESOURCE, INC.

By: Craig Thurmond

Name: Craig Thurmond

Title: Mayor

Address: 220 S. 1st Street

Broken Arrow, OK 74012

Date: 10-6-2015

By: Ben Erlich

Name: Benjamin Erlich

Title: Regional President

Address: 6240 Sprint Parkway, Suite 400

Overland Park, KS 66251

Date: 10-29-15



APPROVED AS TO FORM

Lesli Myers
ASSISTANT CITY ATTORNEY