

REQUEST FOR AGENDA PLACEMENT FORM

Submission Deadline - Tuesday, 12:00 PM before Court Dates

SUBMITTED BY: Randy Gillespie TODAY'S DATE: September 1, 2022

DEPARTMENT: Personnel

SIGNATURE OF DEPARTMENT HEAD: *Randy Gillespie*

REQUESTED AGENDA DATE: September 12, 2022

SPECIFIC AGENDA WORDING:

Consideration to approve ALERUS Retirement & Benefits Master Administration Service Agreement and Johnson County Contract Terms Addendum. Also, giving County Judge Roger Harmon authorization to sign. **DOCU-SIGN**

COMMISSIONERS COURT

SEP 12 2022

Approved

PERSON(S) TO PRESENT ITEM: Randy Gillespie

SUPPORT MATERIAL: (Must enclose supporting documentation)

TIME: 10 mins
(Anticipated number of minutes needed to discuss item)

ACTION ITEM: ✓
WORKSHOP:
CONSENT:
EXECUTIVE:

STAFF NOTICE:

COUNTY ATTORNEY: ✓

IT DEPARTMENT:

AUDITOR:

PURCHASING DEPARTMENT:

PERSONNEL:

PUBLIC WORKS:

BUDGET COORDINATOR:

OTHER:

This Section to be completed by County Judge's Office

ASSIGNED AGENDA DATE: _____

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE:

COURT MEMBER APPROVAL:

DATE:

ALERUS

ALERUS RETIREMENT AND BENEFITS MASTER ADMINISTRATIVE SERVICES AGREEMENT

THIS AGREEMENT, made on this 1st day of October 2022, by and between Alerus Retirement and Benefits Services, a division of Alerus Financial, N.A. ("ALERUS"), and Johnson County ("Employer" and "Plan Administrator").

WHEREAS, Employer has established and maintains certain benefit plans described in the attached Addendum some or all of which must comply with the Internal Revenue Code of 1986 (the "Code"); and

WHEREAS, Employer and Plan Administrator desire that ALERUS furnish certain services described in this Master Administrative Services Agreement (the "Agreement") and Addenda in the operation and administration of the Plans;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and within the Exhibits and Addenda, if any, attached hereto, Employer, Plan Administrator, and ALERUS hereby agree as follows:

I. DEFINITIONS

The following definitions shall apply to this Agreement and its Addenda, unless a term is defined differently in an Addendum:

- A. **ALERUS**-means Alerus Retirement and Benefits Services, a division of Alerus Financial, N.A., an independent contractor designated to perform certain Administrative Services pursuant to this Agreement with respect to the Plans.
- B. **Addenda or Addendum**-means the addenda or an addendum to this Agreement, as may be amended from time-to-time in accordance with Section VIII.A, entered into by Employer, Plan Administrator, and ALERUS related to the particular Administrative Services to be provided by ALERUS in addition to the Administrative Services required hereunder. This Agreement includes the following Addenda:
 - Cafeteria Plan Services Addendum
 - Continuation Coverage Services Addendum
 - Event-based Fee Schedule (See Exhibit A)
 - Per Eligible Fee Schedule (See Exhibit A)
 - HRA Services Addendum
 - Transportation Services Addendum
- C. **Administrative Services**- means those services relating to the establishment, maintenance, and administration of the Plans to be performed by ALERUS as set forth in this Agreement and the Exhibits and Addenda hereto.
- D. **Agent or Broker of Record or Consultant** -means an individual or organization having relevant insurance policy and coverage information regarding the Plan.
- E. **Agreement**-means This Master Administrative Services Agreement and any Exhibits and Addenda attached hereto and any outside agreements specifically incorporated by reference.
- F. **Code**-means The Internal Revenue Code of 1986 and regulations thereunder, as amended from time-to-time.
- G. **COBRA**-means The Consolidated Omnibus Budget Reconciliation Act of 1985 (as it appears in the Code and ERISA) and regulations thereunder, as amended from time-to-time.
- H. **Continuation Coverage**-means the continuation coverage required under COBRA and applicable State laws.
- I. **Covered Individual**-means a person properly covered under the Plan to which ALERUS is providing services, including a Participant and the spouse and dependents of the Participant covered pursuant to the terms of the Plans.
- J. **Effective Date**-means the date stated on page one (1) upon which the terms of this Agreement become effective.
- K. **Employer**-means the entity described on page one (1) as the "Employer" and "Plan Administrator."
- L. **ERISA**-means The Employee Retirement Income Security Act of 1974 and regulations thereunder, as amended from time-to-time. The Employer and the Plan(s) are:
 - Covered by ERISA
 - Exempt from ERISA: All references to ERISA in this Agreement are not applicable to the Employer or the Plan(s). Employer and Plan Administrator are responsible for the determination that the Plans are not subject to ERISA. ALERUS is entitled to rely on that determination when providing Administrative Services.
- M. **Exhibit**-means the Exhibit attached to and incorporated into this Agreement as may be amended from time-to-time in accordance with Section VIII.A.

- N. **Fiduciary**-means Plan Administrator and any other person who satisfies the definition of "fiduciary" whether pursuant to ERISA or other applicable law. The definition does not include Alerus.
- O. **HIPAA**-means The Health Insurance Portability and Accountability Act of 1996 and regulations thereunder, as amended from time-to-time.
- P. **Participant**-means an eligible employee or former employee of Employer participating in the Plan to which ALERUS is providing services in accordance with the terms hereof and an employee or former employee of Employer participating in such Plan pursuant to Continuation Coverage. For billing purposes, a Participant includes an individual whose enrollment may have been terminated, but who may still apply for Plan reimbursements or otherwise have access to Participant account information via the Alerus web portal.
- Q. **Plan or Plans**-means the programs or arrangements of benefits established and maintained by Employer with respect to which ALERUS provides services under the Addenda to this Agreement.
- R. **Plan Administrator**-means Employer.
- S. **PPACA**-means The Patient Protection and Affordable Care Act, as amended.
- T. **Summary Plan Description ("SPD")**-means the written document intended to satisfy Section 104(b)(1) of ERISA.

II. PLAN ESTABLISHMENT AND MAINTENANCE

- A. **Generally.** Employer shall establish the Plans. Plan Administrator shall be responsible for the operation and administration of Plans. In accordance with this Agreement, ALERUS shall provide Administrative Services to Employer and Plan Administrator in connection with the establishment, operation, and administration of the Plans.
- B. **Plan Documentation.** Employer and Plan Administrator shall have ultimate responsibility for all aspects of the Plan documentation, including, but not limited to, written Plan documents, SPDs, and amendments thereto. Upon request, ALERUS may provide Employer and Plan Administrator with services related to the initial preparation, periodic revision, and printing of the Plan documentation. The fee for such services (if any) is identified in Exhibit A. Employer and Plan Administrator shall approve all such materials within thirty (30) days following delivery by ALERUS, unless such deadline is extended by mutual agreement of all parties. Employer's and Plan Administrator's failure to object within such time period (including any agreed upon extension period) shall constitute approval and ALERUS may rely on the accuracy of such materials in the course of providing Administrative Services hereunder. Unless Employer, Plan Administrator, and ALERUS mutually agree otherwise, Plan Administrator shall deliver to all Covered Individuals all appropriate and necessary documents and materials, including, but not limited to, the Plan documents, Plan amendments, SPDs, enrollment forms, application forms, and notices, as may be necessary for the operation of the Plans or to satisfy the requirements of State or Federal laws and regulations.
- C. **Plan Amendment and Termination.** The Plans may be amended or terminated in accordance with the Plan provisions. If Employer amends a Plan, Employer agrees to notify ALERUS: (i) before the later of the effective date of the amendment or the date of adoption of the amendment; or (ii) as soon as administratively feasible. ALERUS is responsible for providing services related to the amendment only upon its consent. Amended services shall be provided by ALERUS from the date of consent forward. Such consent shall not be unreasonably withheld, but may be conditioned upon Employer's agreement to pay increased administrative fees. The specifics of any increased administrative fees shall be reflected in an Agreement amendment described in Section VIII.A. Upon request of Employer, ALERUS may provide Employer with services related to preparation of Plan amendments and summaries of material modification. The fee for such services (if any) is identified in Exhibit A.

III. ALERUS RESPONSIBILITIES

- A. **Capacity of ALERUS.** In fulfilling its duties and obligations under this Agreement, ALERUS is the third party provider of administrative services to the Plans. ALERUS is not the "named fiduciary," "plan sponsor," or "plan administrator" (as such terms are defined under ERISA, other applicable law, or the Plans) of the Plans and does not assume any of the administrative duties or responsibilities commensurate with such designations. Employer shall not hold out ALERUS to third parties (including Covered Individuals) that ALERUS serves in any of the foregoing capacities. In addition, ALERUS shall not be required to participate in or act in a manner that aids or assists a breach of a Fiduciary's duty.
A third party bank (the "Issuing Bank") may be used to establish a debit card arrangement for Plan participants to make claims. The Issuing Bank is responsible for monitoring suspected fraud or other unauthorized account use. Its terms and conditions together with applicable law govern the issuance of debit cards and dispute resolution. ALERUS is neither the Issuing Bank nor a party to the debit card arrangement.
- B. **Limited Responsibilities.** ALERUS agrees to provide only the Administrative Services specifically described in this Agreement. Any responsibility with respect to establishment, maintenance, and administration of any welfare benefit plan sponsored by Employer not specifically delegated to ALERUS herein shall remain the responsibility of Employer and/or Plan Administrator.

- C. **Access to Programs.** ALERUS agrees to provide Employer access to ALERUS electronic program(s), if any, as described in this Agreement.
- D. **Account Servicing and Employee Communication.** ALERUS shall provide account management services as described in the particular Addendum or Addenda. ALERUS shall provide general administrative services to assist Covered Individuals with general information about the Plans and answer routine questions from persons concerning coverage status, claims status, complaint administration, and other inquiries related to the Plans. ALERUS shall provide each Participant with appropriate forms and instructions related to ALERUS' services hereunder, including online reimbursement claim forms, applicable worksheets, and instructions for filing claims and accessing accounts electronically. ALERUS shall provide a toll-free number for ongoing employee education, questions, and/or administrative functions to be handled by a U.S. based, trained, and dedicated customer service staff member at 877.661.4727. ALERUS shall provide twenty-four (24) hour online access to certain employee account information.
- E. **Employee Meetings.** Upon Employer request, ALERUS will conduct employee meetings with respect to the Administrative Services. ALERUS may charge Employer for employee meetings based upon factors such as the frequency, location, and method of delivery (web based or in-person). If a charge is applicable, ALERUS will describe the charge and obtain Employer's written approval prior to conducting the employee meeting.
- F. **Assistance in Reporting and Notifications.** Except as provided otherwise in an Addendum, ALERUS is not responsible for: (i) determining what reporting and notification requirements apply to the Plan; (ii) preparing and filing any tax return, report, or other document required to be provided to any local, State, or Federal government or agency thereof with respect to the Plan (e.g., Form 5500, various reports required under PPACA, etc.); or (iii) preparing and distributing any notification required to be provided to any Participant under applicable law (e.g., Summary Annual Report, various notifications required by PPACA, etc.). Such responsibility for preparing, filing, and/or distributing all tax returns, reports, notifications, or other documents shall be that of Employer or Plan Administrator. Plan Administrator shall also be solely responsible for hiring and paying an accountant to provide the accountant's opinion required to be filed with the Form 5500 (if any). Upon Employer request, ALERUS shall make available to Employer and Plan Administrator information it possesses that may be needed for preparation of a tax return, report, or other document required by any local, State, or Federal government or agency thereof with respect to the plan.
- G. **Assistance with Regulatory Proceedings.** With respect to an Addendum entered between the parties, ALERUS shall assist Employer and Plan Administrator in regulatory proceedings or investigations initiated by the IRS or U.S. Department of Labor with respect to the Plan. ALERUS may charge Employer for assistance based upon relevant factors and the scope of the investigation or upon any change in foregoing. If ALERUS determines that a charge is applicable, ALERUS will describe the charge and obtain Employer's written approval prior to providing assistance.
- H. **Compliance with Applicable Law.** ALERUS shall comply with applicable Federal and State laws and regulations applicable to ALERUS' responsibilities under this Agreement.
- I. **Additional Duties.** ALERUS shall perform all additional duties as required by and specified in the Addenda and/or Exhibits.
- J. **No Legal or Accounting Services.** ALERUS does not provide legal or accounting services or advice. Employer and Plan Administrator agree that no opinion of any kind, expressed or implied, is rendered by ALERUS as to the legal sufficiency or tax qualification of the Plan or any Plan documentation. Employer and Plan Administrator shall be responsible for obtaining legal and accounting advice with respect to the Plan from their own legal or accounting counsel.
- K. **Fidelity Bond.** ALERUS, is a national bank, with trust powers regulated by the Office of the Comptroller of the Currency. It is exempt from the fidelity bonding requirement under Labor Reg. Section 2580.412-27.
- L. **Prior Administration.** If a Plan existed prior to the Effective Date, ALERUS shall have no responsibility to audit or review the prior administration for compliance with the Plan and applicable law. If, in the course of providing Administrative Services to the Plan, ALERUS discovers an error that occurred prior to the Effective Date, ALERUS will promptly notify Employer and Plan Administrator of such error. Employer and Plan Administrator shall be solely responsible for determining whether, and in what manner, such error shall be addressed. Upon request, ALERUS may assist Employer and Plan Administrator with correcting such error, provided that Employer and Plan Administrator agree to pay any additional fees charged by ALERUS pursuant to Section IV.E.6. Notwithstanding anything herein to the contrary, ALERUS shall have no liability for the failure to discover errors in administration of the Plan occurring prior to the Effective Date.

IV. DUTIES OF EMPLOYER AND PLAN ADMINISTRATOR

- A. **Eligibility Determination and Information.** Unless specifically provided in an Addendum otherwise, Employer shall make determinations regarding an employee's eligibility to participate in the Plans (including the eligibility of any owners of Employer), provide eligible employees with necessary enrollment materials and information

regarding the Plans, enroll eligible employees into the Plans, and respond to all inquiries from employees regarding eligibility for, enrollment in, and terms and conditions of the Plans.

- B. FMLA Determinations.** Employer shall make determinations regarding FMLA including, but not limited to, whether FMLA and/or similar State laws apply. ALERUS shall not make determinations regarding FMLA, or comparable State laws, but upon request by Employer shall provide assistance in determining the application of FMLA as it relates to services provided under this Agreement. Furthermore, ALERUS shall be entitled to rely upon the information provided by Employer and is under no obligation to independently verify such information.
- C. Continuation Law Compliance.** Unless Employer, Plan Administrator, and ALERUS have entered a Continuation Coverage Services Addendum, Employer and Plan Administrator shall be solely responsible for compliance with the applicable provisions of COBRA and State continuation laws, including, but not limited to, providing: (i) Covered Individuals of a Plan with initial COBRA notices; and (ii) Qualified Beneficiaries with notices upon a qualifying event, notices of unavailability, termination notices, and other information concerning continuation coverage elections.
- D. Medical Support Orders.** Plan Administrator shall be responsible for all aspects of compliance with medical support orders including, if applicable, Section 609(a) of ERISA regarding Qualified Medical Child Support Orders ("QMCSO"). Plan Administrator shall establish procedures to administer and determine whether a medical child support order is valid. Plan Administrator shall provide notice to ALERUS of any Covered Individuals covered under the Plan by virtue of the order and of any Covered Individuals who cease to be covered under the Plan by virtue of the expiration of an order. ALERUS shall be entitled to rely upon the information provided by Plan Administrator pertaining to administration of a medical support order.
- E. Calculation and Payment of Administrative Services Fees.** In consideration of ALERUS' performance of the services described in this Agreement, Employer and/or Plan Administrator shall pay ALERUS the applicable administrative fees as described in Exhibit A.
1. **Minimum Fees.** The minimum monthly fee (if any) described in Exhibit A shall apply if the sum of all monthly administrative fees does not exceed such minimum fee.
 2. **Fee Increases.** ALERUS agrees to perform the services outlined in this Agreement for the fees specified on Exhibit A. ALERUS may revise these fees by written notice to Employer sixty (60) days prior the effective date of the change. Employer may prevent the fee modification by: (i) written objection provided to ALERUS prior to the effective date of the change; and (ii) terminating this Agreement pursuant to Section VII.
 3. **Compliance Testing Fees.** If Employer requests annual non-discrimination compliance testing, then ALERUS shall provide Employer with prior written notice of its then applicable compliance testing fees. These fees are a function of the tests selected, administrative overhead, and costs imposed by third party software vendors.
 4. **Float Disclosure.** Department of Labor Field Assistance Bulletin 2002-3 requires service providers to disclose the existence of "float" and the circumstances under which it will be earned and retained. Generally, float is defined as earnings resulting from the control and application of short term cash. ALERUS, as a national bank, holds short term cash in a non-interest bearing depository account awaiting payment to third parties or in satisfaction of claims. Employer and Plan Administrator acknowledge that a depository account has value to a banking institution which may constitute float. This value is retained by ALERUS as additional compensation for its services.
 5. **Good Faith Disclosure of Direct and Indirect Compensation Under ERISA 408(b)(2).** ERISA section 408(b)(2) requires brokers and consultants to disclose direct and indirect compensation expected to be received in connection with services that they provide to health and welfare plans. Department of Labor Field Assistance Bulletin 2021-03 broadly defines a broker and consultant. Alerus does not believe that we fall within the definition of a broker or consultant, but we are nevertheless making this good faith disclosure. Alerus receives direct compensation for administrative and ancillary services as disclosed in the Agreement and fee schedule in Exhibit A. In addition, Alerus receives indirect compensation consisting of a portion of interchange revenue. Interchange revenue is the amount paid by merchants for the acceptance of debit or credit card transactions (for example, the merchant may pay between 1 to 3 percent of a credit card charge amount). Interchange revenue is shared by parties including issuing banks, credit card companies and WEX Health, Inc. ("WEX"), a subcontractor of Alerus. Dependent upon the number of card users, WEX pays Alerus a percentage (between 0% and 28% as of April 2022) of WEX's portion of interchange revenue.
 6. **Payment of Administrative Service Fees.** Unless specifically agreed to otherwise and reflected in Exhibit A, in consideration of ALERUS' performance of the services described in this Agreement, Employer shall pay ALERUS' administrative fees as described in Exhibit A. All such fees are due and payable immediately following receipt of invoice. Any failure to remit any such fees within thirty (30) days may, at ALERUS' option, result in the imposition of interest charges on the fees due and owing, calculated on a daily basis at a rate equal to 1% per month (12% per annum), or result in ALERUS' suspension of performance of its services under this Agreement until such time as such fees are paid, or ALERUS' termination of this Agreement. ALERUS reserves the right to request payment of fees in advance.

- 7. Fees for Additional Services.** In the event services that are not part of the normal services contemplated by this Agreement are required (e.g., changes in applicable law requiring distribution of additional notices), ALERUS may charge an additional fee commensurate with the additional services provided. ALERUS will inform Employer of the amount of the additional fee in advance of conducting the additional administrative services. ALERUS also reserves the right to charge additional fees for repeating, or expanding the scope of, its services due to inaccurate, incomplete, or unusable data supplied by Employer.
- 8. Charges by Third Parties.** Unless specifically provided in Exhibit A otherwise, Employer shall be responsible for any fees due and payable to service providers other than ALERUS.
- 9. Invoice Preparation.** ALERUS will rely upon Employer's most current reported data to produce periodic invoices for charges outlined in Exhibit A. Employer remains responsible for excess charges incurred beyond the current billing cycle if it fails to provide ALERUS with updated data including head counts. ALERUS retains the right to audit Employer's employment records if it reasonably believes that underreporting has occurred.
- F. Employee Meetings.** Employer shall establish meeting times conducive to the mutual scheduling needs of Employer, its employees, and representatives of ALERUS if ALERUS representatives are expected to attend or otherwise be available for such meetings. Employer shall arrange and provide appropriate and accessible meeting places for all group meetings. Employer shall encourage the participation of all Employer's employees to attend group meetings to include announcement/communication of meeting times and places in accordance with workforce needs.
- G. HIPAA Portability and PPACA.** Employer or Plan Administrator are solely responsible for determining the applicability of and complying with the portability requirements of HIPAA and the group health plan requirements of PPACA.
- H. HIPAA Privacy and Security.** Employer and Plan Administrator are responsible for complying with the requirements of HIPAA privacy and security applicable to the Plan (as a covered entity). ALERUS shall not provide services that relate to HIPAA privacy and security including, but not limited to, drafting, amending, or distributing the Plan's Notice of Privacy Practices and preparing the Plan's privacy and security policies and procedures.
- I. Unclaimed Property/Escheat Laws.**
1. If claims are paid from an Employer-owned bank account:
 - a. Employer shall be responsible for determining whether a State's unclaimed/abandoned property or escheat laws apply to the Plans and the benefit payments made by ALERUS thereunder.
 - b. To the extent such State laws are applicable to the Plans and/or to the benefit payments made by ALERUS thereunder, Employer and Plan Administrator shall be solely responsible for complying with such laws on behalf of themselves and the Plans, including making any required payments to and filing any required reports with the applicable state.
 - c. ALERUS shall provide periodic reports to Employer and Plan Administrator regarding unclaimed benefit payments under the Plans.
 2. If claims are paid from an ALERUS-owned bank account:
 - a. ALERUS shall be responsible for determining whether a State's unclaimed/abandoned property or escheat laws apply to the Plans and the benefit payments made by ALERUS thereunder.
 - b. To the extent such State laws are applicable to the Plans and/or to the benefit payments made by ALERUS thereunder, ALERUS shall be solely responsible for complying with such laws, including making any required payments to and filing any required reports with the applicable state.
 - c. ALERUS shall provide periodic reports to Employer and Plan Administrator regarding unclaimed benefit payments under the Plans.
- J. Regulatory Compliance.** Employer and Plan Administrator shall be responsible for compliance with applicable laws and regulations pertaining to the Plans. Employer and Plan Administrator shall be responsible for any and all governmental or regulatory charges and taxes resulting from Employer's establishment and operation of the Plans. Employer and Plan Administrator shall be responsible for determining the tax consequences of a Covered Individual's participation in the Plans, if any, and for any tax withholding or reporting related to such participation (e.g., the tax consequences of the participation of individuals deemed to be self-employed under the Code). This provision does not relieve ALERUS from any statutory or agency requirements placed directly on it as a result of performing services under this Agreement.
- K. Plan Design.** Employer possesses and exercises ultimate authority and responsibility for the design of the Plan. Employer acknowledges it may consult its legal and/or accounting advisors concerning the tax advantages and consequences of sponsoring the Plan and shall not rely on ALERUS for such guidance.
- L. Plan Interpretation.** Plan Administrator possesses and exercises ultimate authority and responsibility for determining benefits under the Plan and making decisions regarding eligibility for participation, termination of participation, and payment of benefits. This authority and responsibility includes, but is not limited to, final review of claim denials.
- M. Information.** Employer and Plan Administrator (including a designee) shall comply with all requests for information made by ALERUS reasonably necessary for ALERUS to fulfill its duties under this Agreement. ALERUS

has no responsibility to verify the accuracy or completeness of such information. Any documentation received by Employer or Plan Administrator (including a designee) that should have been provided to ALERUS shall be promptly forwarded to ALERUS.

- N. **Legal Obligations.** Employer or Plan Administrator shall possess ultimate responsibility and authority for the operation of the Plans and for their compliance with all applicable laws and regulations pursuant to the provisions of the Plans.

V. **RECORDS AND INFORMATION**

- A. **Maintenance and Access.** ALERUS and Plan Administrator shall maintain their respective records relating to the terms and operation of the Plans for at least the Plan year to which the records relate and for an eight (8) year period thereafter (the "Retention Period"), provided that ALERUS' obligation to maintain any records shall expire upon termination of the Agreement in accordance with Section V.E. Each party shall have access to the records relating to the Plans maintained by the other party during normal business hours and upon reasonable notice and request and subject to applicable laws and regulations. Plan Administrator may make a written request to ALERUS to inspect or obtain copies of any records in ALERUS possession during the Retention Period. All costs associated with such inspection and copying of records shall be paid by Plan Administrator. ALERUS may destroy the records with respect to which the applicable Retention Period has expired.
- B. **Record Use.** ALERUS, Employer, and Plan Administrator agree that the medical records, names, addresses, telephone numbers, Social Security numbers, and other personal information relating to Covered Individuals, which ALERUS may obtain as a result of performing administrative services may be collected, maintained, and used by ALERUS and Plan Administrator as necessary to administer the Plans. ALERUS and Plan Administrator may use participant specific and individually identifiable information, as necessary to properly administer the Plans, to defend any claim related to the Plans or to the provision of services under this Agreement, or as otherwise may be permitted by State or Federal law. All parties agree that such information shall be considered confidential and protected as required under applicable law.
- C. **Confidential Business Information.** Neither party shall use or disclose to any person, except its respective employees, independent contractors, and other representatives having a specific need to know in performance of their work or as required by law, the terms of this Agreement or any proprietary or confidential information of one party disclosed to the other under this Agreement. For purposes of this Agreement, proprietary or confidential information shall not include information, which is: (i) or becomes part of the public domain without violation of this Agreement; (ii) known by the receiving party prior to disclosure by the disclosing party; or (iii) rightfully received by the receiving party from a third party having the right to disclose such information.

ALERUS will from time-to-time use statistical information for reporting and industry study purposes. The parties agree this use of information will not violate the terms of this Agreement.

- D. **Use of ALERUS' Confidential and Proprietary Information.** The parties agree that ALERUS' "service package" is proprietary, including, without limitation, the methodologies, procedures, and/or documentation involved in the optimization of employee benefit programs and in achieving of enhanced participation and results. Employer and Plan Administrator agree not to use this information other than for the specific purposes of carrying out the terms of this Agreement, and shall disclose it only to its officers, directors, employees, or contractors with a specific need to know. Employer acknowledges that ALERUS and its agents are the sole copyright owners of all administrative guides and forms and all other materials provided under the terms of this Agreement and that such materials are proprietary to ALERUS. ALERUS grants Employer a nonexclusive, nontransferable right to copy such materials provided such copies are needed for the sole purpose of collecting and reporting information regarding Participants or notifying Participants of information regarding the Plan(s). Other materials provided by ALERUS shall not be copied or reproduced by Employer without ALERUS' prior written consent.
- E. **Transfer of Records.** When this Agreement ends, ALERUS will, upon request of Plan Administrator, transfer to Employer, Plan Administrator, and/or any successor administrator those records ALERUS determines are reasonably necessary to effectuate a smooth transition of administration of the Plans and any other records ALERUS possesses that relate to the Plans. ALERUS intends that this transfer of records will satisfy its obligation to maintain such records as described above. ALERUS shall provide Plan Administrator an opportunity to review the records and obtain copies of any such records in addition to the records ALERUS has identified as necessary for a smooth transition or otherwise transferred. The details of such transfer including, but not limited to, the means, method, and timing, shall be agreed to by the parties. All costs associated with such a record review and transfer shall be paid by Employer and/or Plan Administrator. If Plan Administrator does not make a written request for copies of records within sixty (60) days following the date on which this Agreement terminates, ALERUS may destroy the records.
- F. **HIPAA Business Associate.** ALERUS acknowledges its role as a business associate of certain Plans for purposes of the privacy and security standards under HIPAA. Exhibit B is the business associate agreement of the parties.

VI. INDEMNIFICATION AND LIMITATION OF LIABILITY

- A. Claim Processing Errors.** ALERUS shall be liable for the recovery of claim processing errors arising from ALERUS' performance pursuant to the terms of this Agreement. ALERUS shall use diligent efforts toward the recovery of such losses. ALERUS' liability, if any, shall be limited to the amount in excess of the claim amount(s) payable under the terms of the Plan. Notwithstanding the preceding, however, ALERUS shall not be liable for any such error that is reasonable, made in good faith, and within acceptable industry standards.
- B. Claims and Coverage Decisions.** ALERUS may rely upon Plan Administrator's (or its employees and agents) written direction to ALERUS regarding a claim or coverage decision. Plan Administrator shall indemnify, hold harmless, and defend ALERUS from and against any and all liabilities, losses, damages, claims, lawsuits, causes of action, costs, and expenses (including reasonable attorney fees) ALERUS may incur because of such direction.
- C. No Guarantee of Benefits.** ALERUS does not assume any responsibility, risk, liability, or obligation for the Plan's design, purpose, the adequacy of funding thereof, or any act or omission or breach of duty by parties other than ALERUS. ALERUS is not and shall not be deemed a guarantor with respect to any benefits payable under the Plan.
- D. Indemnification.** ALERUS is not engaged in the practice of law. The resolution of any legal issues concerning the Plan is the responsibility of Plan Administrator and/or Employer and their legal counsel. Plan Administrator and Employer shall indemnify, hold harmless, and defend ALERUS and its directors, trustees, officers, employees, and agents from and against any and all liabilities, losses, or damages arising out of any claims, lawsuits, or causes of action, and any costs and expenses associated therewith (including any attorneys' fees ALERUS may incur or be asked to pay), which arise, directly or indirectly, from Plan Administrator's, Employer's (or any of their agents) act or omission regarding the Plan, Plan design, or applicable law (all of the foregoing a "Loss"). This indemnification obligation does not apply to a Loss caused by ALERUS material breach of this Agreement.
- E. Limitation of Liability.** ALERUS shall not be liable for processing that is delayed due to circumstances beyond its reasonable control, including, but not limited to, national, state, or city disaster, acts of God, severe weather, or any other circumstances that would affect ALERUS or its software or Internet systems.

IN NO EVENT WILL ALERUS (INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS) BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR SIMILAR DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF BUSINESS, OR INTERRUPTIONS OF BUSINESS, WHETHER SUCH LIABILITIES ARE PREDICATED ON CONTRACT, STRICT LIABILITY, TORT, OR OTHER THEORY. ALERUS' TOTAL LIABILITY, IN THE AGGREGATE, SHALL BE LIMITED TO THE LESSER OF TEN THOUSAND DOLLARS (\$10,000) OR THE AGGREGATE FEES PAID BY EMPLOYER FOR THE TWENTY-FOUR (24) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE LOSS AROSE.

- F. Reliance on Data and Direction.** Notwithstanding any provision of this Agreement to the contrary, ALERUS is not responsible or liable for any acts or omissions made pursuant to any direction, consent, or other request reasonably believed by ALERUS to be genuine and from an authorized representative of Employer and Plan Administrator. In matters related to insurance policies, rates, and coverages under the Plans, the Agent or Broker of Record or Consultant shall be deemed an authorized representative of Employer and Plan Administrator unless Employer and Plan Administrator specifically inform ALERUS otherwise in writing. ALERUS is not responsible or liable for acts or omissions made in reliance on erroneous data provided by Employer or Plan Administrator to the extent ALERUS' acts or omissions are attributable to the erroneous data, or for the failure of Employer or Plan Administrator to perform their obligations under this Agreement.

VII. TERM AND TERMINATION

- A. Term.** This Agreement is effective as of the Effective Date and shall continue unless terminated pursuant to this Section VII of the Agreement.
- B. Termination.** Either party may terminate this Agreement and its Addenda at any time upon ninety (90) days written notice of the intention to terminate given to the other party. A change in vendor is best performed as of the end of a calendar year. Employer acknowledges that an employer requested mid-calendar year termination may necessitate additional administrative fees for additional ALERUS services.
- C. Automatic Termination.** The Agreement and its Addenda shall automatically terminate upon:
 1. The material breach of the terms of this Agreement or an Addendum by any party, including failure to provide adequate funds to the Claims Account or to remit service fees due ALERUS, if such material breach is not corrected within ten (10) days of receipt of written notice specifying the nature of the breach to the satisfaction of the non-breaching party, provided that if the material breach relates only to an Addendum, at its election, the non-breaching party may choose to terminate only the Addendum that has been breached;
 2. The bankruptcy or insolvency of Employer, Plan Administrator, or ALERUS; or
 3. The enactment of any law, promulgation of any regulation, or action of any State or Federal agency or authority which makes or declares illegal the continuance of this Agreement or the performance of any of the services of ALERUS hereunder.

- D. **Post-Termination Obligations.** Upon termination of this Agreement, ALERUS shall cease to act on behalf of Employer and Plan Administrator. Except as specifically provided in an Addendum otherwise, Employer and Plan Administrator shall be solely responsible for the administration of the Plans after the effective date of the termination of the Agreement. ALERUS reserves the right to notify Covered Individuals that ALERUS no longer acts on behalf of Employer and Plan Administrator following termination of the Agreement. Notwithstanding the foregoing, ALERUS may, as mutually agreed upon by Employer, Plan Administrator, and ALERUS, provide certain administrative services following the termination of this Agreement. Such services shall be provided pursuant to and solely in accordance with an Agreement amendment described in Section VIII.A.
- E. **Survival.** Any provisions of this Agreement that by their terms impose obligations and responsibilities that extend beyond the term of this Agreement, including, but not limited to, Sections V, VI, and VII, shall survive termination of this Agreement.

VIII. MISCELLANEOUS

- A. **Agreement Amendment.** This Agreement may be amended by ALERUS upon sixty (60) days prior written notice to Employer including an explanation of the amendment and the effective date of the change. Employer may prevent the contract modification by providing written objection to ALERUS prior to the effective date of the change and terminating this Agreement per Section VII.
- B. **Authorized Parties.** Employer, Plan Administrator, Agent, Broker of Record, Consultant, and their respective representatives, including officers, directors, employees, or agents, (collectively referred to hereafter as an "Authorized Party") may provide ALERUS with written direction or submit information regarding administration of the Plan. ALERUS may take or omit certain actions upon the written direction or submitted information from an Authorized Party if ALERUS in good faith determines that the instruction or information submitted is consistent with the apparent authority of such person. ALERUS shall have no liability for any loss, claim, cost, or expense for any act or omission if such direction or information is reasonably believed to be genuine.
- C. **Communications.** The parties agree that documents, notifications, and other communications required under this Agreement may be delivered electronically. As used in this Agreement, the terms "written" or "writing" include electronic transmissions including, but not limited to, email, fax transmission, and standard operating procedures as established by ALERUS for the transmission of electronic information (together "E-Communications"). Any E-Communication is adequate if it is transmitted to the email address or fax number provided by the party in the normal course of business for purposes of such notice or communication or if it follows protocols as established from time-to-time by ALERUS for electronic transmissions.
- D. **Severability.** The provisions of this Agreement are severable. If any provision of this Agreement is held invalid by a court of law or other tribunal, the invalidity of any provision will not affect any other provision of this Agreement.
- E. **No Waiver of Rights.** Nothing in this Agreement shall be deemed to limit or abrogate any right or remedy available under law. The failure of any party to insist upon the strict observation or performance of any provision of this Agreement or to exercise any right or remedy shall not impair or waive any such right or remedy.
- F. **Non-Assumption of Liabilities.** Unless specifically provided in this Agreement, the parties do not assume the existing or future obligations, liabilities, or debts of the other party.
- G. **Entire Agreement.** This Agreement shall supersede and replace any and all other agreements between the parties relating to the same subject matter. This Agreement contains the entire agreement and understanding of the parties relating to the subject matter hereof, except as otherwise provided in this Agreement.
- H. **Authority.** This Agreement is the valid and binding obligation of Employer and Plan Administrator, enforceable in accordance with its terms. The execution and performance of this Agreement has been duly authorized by all necessary action of Employer's governing body. Employer and Plan Administrator have the full legal right, power, and authority to enter into and perform the Agreement. Each party represents that this Agreement has been executed by a duly authorized representative.
- I. **Governing Law.** The Agreement shall be governed by and interpreted in accordance with applicable Federal law, including, but not limited to, ERISA. To the extent the Federal law does not govern, this Agreement shall be governed by the laws of the State of Minnesota.
- J. **Dispute Resolution.** If the parties to this Agreement cannot reach a decision regarding any matter covered by this Agreement, they shall submit their dispute to arbitration with an arbitrator appointed by the American Arbitration Association (the "Association") in accordance with the rules of the Association then in effect. The arbitrator shall decide, resolve, and determine the matters as to which the parties have deadlocked, including, but not limited to, all collateral matters. The decision of such arbitrator on all matters submitted to him/her hereunder shall be conclusive, binding upon all interested parties, and specifically enforceable in any court of competent jurisdiction. The arbitrator shall conduct the arbitration proceedings in accordance with the rules of the Association, as then in effect, insofar as such rules do not conflict with this Agreement. Each party agrees that this alternative dispute resolution will only be conducted on an individual basis and not in a class, consolidated, or representative action.

- K. Remedies.** The parties hereby declare that they cannot measure in money the damages that will accrue to a party hereto because of the other party's failure to perform any obligations under this Agreement (other than the payment of money). Therefore, if any party hereto shall institute any action or proceeding (including one for injunctive relief) to enforce the provisions hereof, any party against whom such action or proceeding is pending hereby waives the claim that the moving party has an adequate remedy at law. The non-moving party shall not urge in any action or proceeding the claim or defense that such a remedy at law exists. The preceding provisions shall not limit or otherwise preclude any other remedy at law or in equity available to a non-defaulting party.
- L. Independent Contractors.** ALERUS shall be construed to be acting as an independent contractor and not as an employee of Employer or Plan Administrator. ALERUS, Employer, and Plan Administrator shall not have the power or authority to act for or on behalf of, or to bind the other party, except as set forth in this Agreement.
- M. Third Party Beneficiaries.** The obligations of each party to this Agreement shall inure solely to the benefit of the other. No person or entity is intended to be or shall be construed or deemed to be a third party beneficiary of this Agreement.
- N. Subcontractors.** ALERUS may hire subcontractors to perform any of the services required of it under this Agreement and to act as its designee for purposes of this Agreement.
- O. Successors and Assigns.** This Agreement shall be binding on any successors, assigns, and subcontractors of the parties authorized under this Agreement.
- P. Audit Rights.** The parties agree to cooperate in all reasonable audits. Audit fees shall be payable by the party initiating the audit. Audits shall be conducted using procedures mutually agreed upon by the parties. Results of the audit may be shared with the party being audited at the sole discretion of the party initiating the audit.
- Q. Counterparts/E-Signature.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Agreement may be executed by a party by electronic transmission of the party's signature, and such electronic copy shall have the same force and effect as any originally signed document delivered in person.
- R. Construction.** The parties represent and warrant that the terms and conditions of this Agreement are the result of negotiations among them and that the construction of this Agreement shall not favor or hurt any party by reason of the extent to which any party or his legal counsel participated in the drafting of this Agreement.
- S. Force Majeure.** Neither party shall be liable for any delay or failure to perform its obligations under this Agreement arising out of a cause beyond its control or without its fault or negligence. Such causes may include, but are not limited to, fires, floods, and natural disasters.
- T. Customer Identification Program Notice.** In accordance with the USA PATRIOT Act several financial institutions will be following the customer identification requirements established as part of this regulation. Federal Law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. ALERUS required to provide Employer with the following notice:

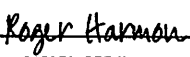
Notice: When opening an account or adding an additional owner to an account, we require information that will positively identify you as an individual or business entity. We will ask for name, address, and other information that will provide proper identification. We appreciate your assistance and cooperation with safeguarding identification process as we proudly support all efforts to protect and maintain the security of our customers and our country.

IN WITNESS WHEREOF, the parties have executed this Agreement, including the Addendum selected in Section I.B, its related Schedules and the following Exhibits:

1. Exhibit A (Administrative Fees and Custom Information)
2. Exhibit B (Business Associate Agreement)

Employer and Plan Administrator

Dated: 9/12/2022

By: 
DocuSigned by:
8458F945EEF749D...

Name: Roger Harmon

Title: County Judge

Alerus Financial, N.A.

Dated: August 15, 2022

By: 
 Matthew Poppe

Authorized Representative of Alerus Retirement and Benefits, a division of Alerus Financial, N.A.

A L E R U S

EXHIBIT A ADMINISTRATIVE FEES AND CUSTOM INFORMATION

HEALTH REIMBURSEMENT ACCOUNT (HRA) FEES

Initial Implementation Fee:	N/A
Administration Fee:	\$1.50 per participant per month- \$50 minimum monthly fee.
Annual Renewal Fee:	\$5 per participant - \$100 minimum, \$500 maximum. If any changes to HRA plan design.
Annual Enrollment Paper Material Fee:	\$5 per employee enrollment packet. Minimum order of 25.
Annual Enrollment Late Fee:	Enrollments received 1 week past deadline - \$50. Enrollments received 2 weeks past deadline - \$100. Enrollments received 3 weeks past deadline - \$150. Enrollments received 4 weeks past deadline - \$250.
Mid-year HRA Plan Changes:	\$500 per incident. Will be applied for changes needed other than an increase in the HRA benefit.
Active Employer No Plan Enrollees:	\$100 per year.
Claims Exchange File Fees:	\$1,000 per carrier file feed setup fee and \$250 per month administrative fee for weekly file feeds. Not eligible for debit cards plans.
Employer ACH Reprocessing:	\$10 per ACH.

FLEXIBLE SPENDING ACCOUNT (FSA) FEES

Initial Implementation Fee:	N/A
Administration Fee:	N/A
Annual Renewal Fee:	\$5 per participant - \$100 minimum, \$500 maximum.
Annual Enrollment Paper Material Fee:	\$5 per employee enrollment packet. Minimum order of 25.
Annual Enrollment Late Fee:	Enrollments received 1 week past deadline - \$50. Enrollments received 2 weeks past deadline - \$100. Enrollments received 3 weeks past deadline - \$150. Enrollments received 4 weeks past deadline - \$250.
Active Employer No Plan Enrollees:	\$100 per year.
Insurance Carrier File Feeds:	\$250 onetime standard file format setup fee. Only applicable if offering debit card. Custom file formats subject to additional fees. (250 participant minimum)
Employer ACH Reprocessing:	\$10 per ACH.

PARKING/TRANSIT (P/T) ACCOUNT FEES

Initial Implementation Fee:	N/A
Administration Fee:	N/A.
Annual Renewal Fee:	\$5 per participant - \$100 minimum, \$500 maximum.
Annual Enrollment Paper Material Fee:	\$5 per employee enrollment packet. Minimum order of 25.
Annual Enrollment Late Fee:	Enrollments received 1 week past deadline - \$50. Enrollments received 2 weeks past deadline - \$100. Enrollments received 3 weeks past deadline - \$150. Enrollments received 4 weeks past deadline - \$250.
Active Employer No Plan Enrollees:	\$100 per year.
Employer ACH Reprocessing:	\$10 per ACH.

DEBIT CARD FEES (IF APPLICABLE)

Per Participant:	Included in fees listed above.
Additional Replacement, Lost/Stolen Cards:	\$5 per card. Electronically debited from Participant's Plan Account.

OPTIONAL FSA/HRA/P-T SERVICES FEES

Preparation of Plan Document:	\$350 for new or restated Flex or \$450 for HRA plan documents. Fee subject to change if special plan document language is required.
Plan Amendment:	\$90 per hour for future amendments, including regulatory amendments.
HRA SBC Document:	First year included otherwise \$50 per SBC.
HSA vs. Health FSA Audit:	\$100 per audit.
Nondiscrimination Testing:	

Note, the fees described in items 1 and 2 below are subject to change upon notice by ALERUS.

- Standard Compliance Testing Package:** ALERUS will perform compliance testing mid-year "pro-forma" test plus following close of plan year if testing is requested by Employer.

FSA/HSA Plan Package:	\$500 + \$0.25/employee.
FSA/HSA and HRA Plan Package:	\$600 + \$0.40/employee.
HRA Plan Package:	\$250 + \$0.25/employee.
- Additional Compliance Testing:** If requested by Employer, ALERUS will perform compliance testing in addition to the Standard Compliance Testing Package.

FSA/HSA Plan Package Retest:	\$300.
FSA/HSA and HRA Plan Package Retest:	\$400.
HRA Plan Package Retest:	\$200.
- Data Submission Deadlines:** Employer's timely submission of data is important for the orderly review and completion of compliance testing. ALERUS will provide Employer with reasonable advance notice of deadlines for the submission of data. Data received after the stated deadline for initial or follow-up testing is subject to an additional \$250 service fee.
- December Compliance Testing Requests:** The month of December is exceptionally busy for third party administrators. ALERUS asks that Employers request compliance testing (whether initial, follow-up, or retesting) prior to December 1. ALERUS will make a best effort to complete compliance testing requests made on or after December 1, but will charge Employer an additional \$500 fee.

COBRA/CONTINUATION FEES

Event-based Fee Schedule

Minimum Monthly Fee:	\$40 per month.
Basic Setup:	\$300, waived with two-year Agreement.
Renewal Fee:	
Less than 6 Medical Plans	No Renewal Fee
6 or more Medical Plans	\$150 per hour
Takeover Fee:	\$5 per Continuation Participant-COBRA or Retiree.
Qualifying Event Notification:	\$12 per notification.
Qualifying Event Ongoing Administration*:	\$6 per continuant.

OPTIONAL COBRA CONTINUATION EVENT-BASED SERVICE FEES

Initial Notice:	\$3 per notification.
Notice of Unavailability:	\$2 per notification.
Open Enrollment Packets:	\$3 per Qualified Beneficiary or Continuation Participant.

*In addition to the stated fee, Continuation Participants pay an administrative fee of 2% of the insurance premium that ALERUS retains as third party administrator. If Employer subsidizes the COBRA premiums, ALERUS may deduct the 2% fee from Employer subsidy or add it to Employer's monthly invoice. If State law prohibits the fee or if Employer directs ALERUS not to charge the Continuation Participant, then the Qualifying Event Ongoing Administration fee is \$15 per Continuation Participant per month.

Per Eligible Fee Schedule

Minimum Monthly Fee:	\$40 per month.
Basic Setup:	\$300, waived with two-year agreement.
Monthly Per Eligible Employee**:	N/A.
Renewal Fee:	
Less than 6 Medical Plans	No Renewal Fee
6 or more Medical Plans	\$150 per hour
Takeover Fee:	\$5 per Continuation Participant-COBRA or Retiree.
Qualifying Event Notification:	Included in Per Eligible pricing.
Qualifying Event Ongoing Administration***	Included in Per Eligible pricing.

OPTIONAL COBRA CONTINUATION PER ELIGIBLE SERVICE FEES

Initial Notice:	Included in Per Eligible pricing.
Notice of Unavailability:	\$2 per notification.
Open Enrollment Packets:	\$3 per Qualified Beneficiary or Continuation Participant.

** Per Eligible Employee monthly head count includes employees who are eligible to enroll in Employer plan (whether or not they elect coverage) and those who are Covered Individuals.

***Continuation Participants pay an administrative fee of 2% of the insurance premium that ALERUS retains as third party administrator. If Employer subsidizes the COBRA premiums, ALERUS may deduct the 2% fee from Employer subsidy or add it to Employer's monthly invoice.

ALERUS will rely upon Employer's most current reported data to produce periodic invoices for charges outlined in Exhibit A. Employer remains responsible for excess charges incurred beyond the current billing cycle if it fails to provide ALERUS with updated data including head counts. ALERUS retains the right to audit Employer's employment records if it reasonably believes that underreporting has occurred.

ALERUS

EXHIBIT B BUSINESS ASSOCIATE AGREEMENT Reflecting HITECH under ARRA

This Business Associate Agreement ("Agreement") is incorporated by reference in the Master Administrative Services Agreement (the "Master Agreement") and is entered into by and between Employer/Plan Administrator on behalf of the Plan ("Covered Entity") and Alerus Retirement and Benefits Services, a division of Alerus Financial, N.A. ("ALERUS" and "Business Associate"). It is effective as of the Effective Date of the Master Agreement.

I. PURPOSE

- A. Business Associate is contractually obligated to provide certain services related to one or more "covered entities" as that term is defined and regulated under HIPAA. The parties to this Agreement acknowledge that: (i) Business Associate is a "business associate" as that term is defined and regulated under the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"); and (ii) Business Associate provides services to one of more "covered entities" as that term is defined and regulated under HIPAA.
- B. This Agreement is intended to constitute a "business associate" agreement between the Plan, as a Covered Entity, and the Business Associate, as required under the privacy and security provisions of HIPAA, as amended. Portions of HIPAA apply directly to Business Associate as provided in the Health Information Technology for Economic and Clinical Health Act ("HITECH"), part of the American Recovery and Reinvestment Act of 2009 ("ARRA"). Business Associate's obligations under this Agreement may be the same as, or in some cases in addition to, Business Associate's own obligations under HIPAA as provided in HITECH.

II. SPECIAL DEFINITIONS

The following definitions are used by this Agreement:

- A. **Agreement** –means this Business Associate Agreement, which is an agreement required under 45 C.F.R. Section 164.314(a)(2) between a Business Associate and a Covered Entity.
- B. **ARRA**-means the American Recovery and Reinvestment Act of 2009.
- C. **Breach**-means the unauthorized acquisition, access, use, or disclosure of Protected Health Information regarding a Covered Individual in a manner not permitted by HIPAA that compromises the security or privacy of the Protected Health Information. An acquisition, access, use, or disclosure of Protected Health Information in a manner not permitted by HIPAA is presumed to be a Breach unless the Covered Entity or Business Associate, as applicable, demonstrates that there is a low probability that the Protected Health Information has been compromised based on a risk assessment of at least the following factors:
 - 1. The nature and extent of the Protected Health Information involved, including the types of identifiers and the likelihood of re-identification;
 - 2. The unauthorized person who used the Protected Health Information or to whom the disclosure was made;
 - 3. Whether the Protected Health Information was actually acquired or viewed; and
 - 4. The extent to which the risk to the Protected Health Information has been mitigated.

Notwithstanding the foregoing, a Breach does not include: (i) any unintentional acquisition, access, or use of Protected Health Information by an employee or individual acting under the authority of Covered Entity or Business Associate and in the scope of the employment or relationship between the employee or individual and Covered Entity or Business Associate, provided such information is not further acquired, accessed, used, or disclosed by any person without authorization; (ii) any inadvertent disclosure by an individual who is authorized to access Protected Health Information at Covered Entity's or Business Associate's facility to another similarly situated individual at the same facility, provided such information is not further acquired, accessed, used, or disclosed by any person without authorization; and (iii) a disclosure of Protected Health Information in a situation in which Business Associate has a good faith belief that the person(s) to which the unauthorized disclosure was made would not reasonably have been able to retain such information.

- D. **Business Associate**-means ALERUS, a person described in 45 C.F.R. Section 160.103 who performs certain functions on behalf of a Covered Entity.
- E. **Covered Electronic Transactions** –means shall have the meaning given to the term "transaction" in 45 C.F.R. Section 160.103.

- F. **Covered Entity**-means the Plan, an entity described in 45 C.F.R. Section 160.103.
- G. **Covered Individual**.-means a person who is eligible for payment of certain services or supplies rendered or sold to the person or the person's eligible dependents under the terms, conditions, limitations, and exclusions of the Plan.
- H. **Data Aggregation**-means with respect to Protected Health Information created or received by Business Associate in its capacity as a business associate (as that term is defined in 45 C.F.R. Section 160.103) of the Plan, the combining of such Protected Health Information by Business Associate with the Protected Health Information received by Business Associate in its capacity as a business associate of another covered entity (as those terms are defined in 45 C.F.R. Section 160.103), to permit data analyses that relate to the health care operations of the respective covered entities.
- I. **Designated Record Set**-means a group of records maintained by or for Covered Entity that is: (i) the medical records and billing records about Individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for Covered Entity; or (iii) used, in whole or in part, by or for Covered Entity to make decisions about Individuals. As used herein, the term "Record" means any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used or disseminated by or for Covered Entity.
- J. **Effective Date**-means the date stated on page one (1) of the Master Administrative Services Agreement, unless specifically noted otherwise herein.
- K. **Electronic Health Record**-means an electronic record of health-related information regarding an Individual that is created, gathered, managed, and consulted by authorized health care clinicians and their staff.
- L. **Electronic Protected Health Information**.-means shall have the same meaning as the term "electronic protected health information" in 45 C.F.R. 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity.
- M. **HITECH**-means Health Information Technology for Economic and Clinical Health Act.
- N. **HHS**-means The United States Department of Health and Human Services.
- O. **Including**-means "Including but not limited to."
- P. **Individual**-means shall have the same meaning as the term "individual" in 45 C.F.R. Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. Section 164.502(g).
- Q. **Limited Data Set**-means shall have the same meaning as the term "limited data set" in 45 C.F.R. Section 164.514(e)(2).
- R. **Plan**-means The "health FSA" (as that term is defined in the Cafeteria Plan Services Addendum to the Master Agreement) or the organized health care arrangement (as that term is defined in 45 C.F.R. Section 160.103) of which the "health FSA" is a part.
- S. **Privacy Rule**-means The Standards and Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, subparts A and E, and the privacy provisions of HIPAA, as amended.
- T. **Protected Health Information**-means shall have the same meaning as the term "protected health information" in 45 C.F.R. 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity. Protected Health Information specifically includes Electronic Protected Health Information.
- U. **Provider**-means a hospital or professional practitioner duly certified or licensed to provide health care services to Covered Individuals.
- V. **Required By Law**-means shall have the same meaning as the term "required by law" in 45 C.F.R. Section 164.103.
- W. **Secretary**-means The Secretary of the Department of Health and Human Services or his/her designee.
- X. **Security Incident**-means shall have the same meaning as the term "security incident" in 45 C.F.R. Section 164.304, unless defined differently in Covered Entity's policies and procedures for compliance with the Security Rule, which shall be provided to the Business Associate.
- Y. **Security Rule**-means The Security Standards and Implementation Specifications at 45 C.F.R. Part 160 and Part 164, subpart C, and the security provisions of HIPAA, as amended.
- Z. **Standards for Electronic Transactions Rule**-means the final regulations issued by HHS concerning standard transactions and code sets under the Administrative Simplification provisions of HIPAA, 45 C.F.R. Part 160 and Part 162.
- AA. **Subcontractor**.-means a person or entity described in 45 C.F.R. Section 160.103 that creates, receives, maintains, or transmits Protected Health Information on behalf of the Covered Entity.
- BB. **Unsecured Protected Health Information**- means Protected Health Information that has not been rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary. As of August 24, 2009, the Secretary has specified the following technologies and methodologies that will render Protected Health Information unusable, unreadable, and indecipherable (i.e., secured Protected Health Information): (i) encryption as described in the Secretary's guidance and determined by the National Institute of Standard and Technology to meet the standards described in such guidance; or (ii) destruction, in accordance with the procedures identified in the Secretary's guidance, of

the media on which the Protected Health Information was stored or recorded.

III. PRIVACY PROVISIONS

- A. Introduction.** Business Associate, on behalf of Covered Entity, performs or assists in the performance of functions and activities that may involve the use, disclosure, receipt, and/or creation of Protected Health Information. The “business associate” provisions of the Privacy Rule govern the terms and conditions under which the Business Associate may use or disclose Protected Health Information. In general, Business Associate agrees and intends to act such that: (i) Covered Entity can fulfill its responsibilities under HIPAA; and (ii) Business Associate can fulfill its contractual obligations under this Agreement. In addition, Business Associate specifically acknowledges its direct liability for the failure to comply with certain portions of the Privacy Rule as provided under HITECH and the regulations issued thereunder.
- B. Permitted Uses and Disclosures by Business Associate.**
1. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information: (i) to perform functions, activities, or services for, or on behalf of, Covered Entity pursuant to any services agreement with the Business Associate; (ii) as permitted or required by this Agreement; and (iii) as Required by Law. Business Associate may disclose Protected Health Information to other business associates of Covered Entity, or to business associates of another covered entity that is part of an organized health care arrangement that includes Covered Entity, to the fullest extent allowed under applicable law.
 2. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of its business or to carry out its legal responsibilities.
 3. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of its business, if:
 - a. The disclosures are Required by Law; or
 - b. Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will be held confidentially and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to such person, and the person will notify the Business Associate of any instances of which the person is aware in which the confidentiality of the information has been breached.
 4. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. Section 164.504(e)(2)(i)(B).
 5. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. Section 164.502(j)(1).
 6. Business Associate will limit the use, disclosure, or request of Protected Health Information, to the extent practicable: (i) to the Limited Data Set; or (ii) if needed by Business Associate, to the minimum necessary (as determined by Business Associate) to accomplish the intended purpose of such use, disclosure, or request, except to the extent a broader use, disclosure, or request of Protected Health Information is allowed by the Privacy Rule. Business Associate’s ability to satisfy the requirement of this Section III.B.6 by use of the Limited Data Set shall be available until the effective date of subsequent guidance issued by the Secretary regarding what constitutes “minimum necessary,” at which time Business Associate will take reasonable efforts to limit the use, disclosure, or request of Protected Health Information to the minimum necessary (as defined by such Secretary’s guidance) to accomplish the intended purpose of such use, disclosure, or request, except to the extent a broader use, disclosure, or request of Protected Health Information is allowed by the Privacy Rule.
 7. Except as otherwise authorized by the Privacy Rule, Business Associate shall not directly or indirectly receive remuneration (whether financial or nonfinancial) in exchange for any Protected Health Information of a Covered Individual unless Covered Entity has received a valid authorization from the Covered Individual that includes a specification of whether the Protected Health Information can be further exchanged for remuneration by the entity receiving Protected Health Information of that Covered Individual. This Section III.B.7 shall apply to exchanges of Protected Health Information occurring on or after the compliance date applicable under the final regulations issued under HITECH that address this restriction.
 8. Except as otherwise allowed by the Privacy Rule, Business Associate may not use or disclose Protected Health Information regarding a Covered Individual with respect to a communication about a product or service that encourages recipients of the communication to purchase or use the product or service unless Covered Entity receives no direct or indirect payment in exchange for making such communication and the communication is made to the Covered Individual: (i) to describe a health-related product or service (or payment for such product or service) that is provided by, or included in, the Plan, including communications about the entities participating in a health care provider network or health plan network, replacement of, or enhancements to, the Plan, and health-related products or services available only to Covered Individuals that add value to, but are not part of, the Plan; (ii) for treatment of the Covered Individual; or (iii) for case management or care

coordination for the Covered Individual, or to direct or recommend alternative treatments, therapies, health care providers, or settings of care to the Covered Individual.

Notwithstanding the foregoing, Business Associate may use or disclose Protected Health Information regarding a Covered Individual with respect to a communication about a product or service that encourages recipients of the communication to purchase or use the product or service if the communication relates to a prescription drug that is currently being prescribed for a Covered Individual and any financial remuneration received by Covered Entity in exchange for making the communication is reasonably related to Covered Entity's cost of making the communication. This Section III.B.8 shall apply to disclosures of Protected Health Information occurring on or after the compliance date applicable under the final regulations issued under HITECH that address this restriction.

- C. Limitations on Business Associate's Uses and Disclosures.** With respect to Protected Health Information that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity, Business Associate will not use or further disclose the Protected Health Information other than as permitted or required by this Agreement (including any restrictions described in Section III.E.4) or as Required by Law.
- D. Additional Obligations of Business Associate.** Except as otherwise specified in this Agreement, the provisions of this Section III.D apply only to Protected Health Information that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity.
1. **Safeguards.** Business Associate will use appropriate safeguards to prevent the improper use of, disclosure of, and tampering with Protected Health Information and to reasonably and appropriately protect the confidentiality, integrity, and availability of the Protected Health Information.
 2. **Reporting and Mitigation.** Business Associate will report to Covered Entity, without unreasonable delay, any acquisition, access, use, or disclosure of Protected Health Information of which Business Associate becomes aware, or that is reported to Business Associate by an agent or Subcontractor, that is in violation of this Agreement. Business Associate agrees to promptly mitigate, to the extent practicable, any harmful effect that is known to Business Associate of an acquisition, access, use, or disclosure in violation of this Agreement. This obligation includes, but is not limited to, any acquisition, access, use, or disclosure of Unsecured Protected Health Information that may constitute a Breach. The determination of whether a Breach has occurred, and of the resultant action, shall be the responsibility of Covered Entity.
 3. **Agents and Subcontractors.** Business Associate will enter into a written contract with any agent or Subcontractor who creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate that requires such agent or Subcontractor to comply with the same restrictions and conditions that apply by and through this Agreement to Business Associate with respect to such information.
 4. **Access to Protected Health Information.** Within fifteen (15) days of a request by Covered Entity for access to Protected Health Information about a Covered Individual, Business Associate shall make available to Covered Entity or, as directed by Covered Entity, a Covered Individual such Protected Health Information contained in a Designated Record Set. If the Protected Health Information requested by Covered Entity is maintained in a Designated Record Set electronically, Business Associate shall make available, within the time period specified above, a copy of such information in the electronic form and format specified by Covered Entity, provided such information is readily producible in such form and format. If the information is not readily producible in such form and format, Business Associate shall make the information available in a readable electronic form and format as agreed to by the parties. In the event any Covered Individual requests access to Protected Health Information directly from Business Associate, Business Associate shall within five (5) days forward such request to Covered Entity. Notwithstanding anything herein to the contrary, Covered Entity shall be ultimately responsible for providing access to the requested Protected Health Information or making the determination to deny access to requested Protected Health Information.
 5. **Amendment of Protected Health Information.** Within fifteen (15) days of receipt of a request from Covered Entity or a Covered Individual for the amendment of Protected Health Information or a record regarding a Covered Individual contained in a Designated Record Set, Business Associate shall: (i) provide such information to Covered Entity for amendment; and (ii) incorporate any such amendments in the Protected Health Information as required by 45 C.F.R. Section 164.526. It shall be Covered Entity's responsibility to promptly notify Business Associate of the request for an amendment. Notwithstanding anything herein to the contrary, Covered Entity shall be ultimately responsible for determining whether the requested amendment shall be made and, if the request is denied, in whole or in part, complying with 45 C.F.R. Section 164.526.
 6. **Disclosure Accounting.** Business Associate agrees to track such disclosures of Protected Health Information and information related to such disclosures as is necessary to enable Covered Entity to respond to a request by a Covered Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. Section 164.528.

Within fifteen (15) days of receipt of notice from Covered Entity that it has received a request for an accounting of disclosures of Protected Health Information regarding a Covered Individual, Business Associate shall make available to Covered Entity such information as is in Business Associate's possession and is required for Covered Entity to make the accounting required by 45 C.F.R. Section 164.528.

At a minimum, Business Associate shall provide Covered Entity with the following information: (i) the date of the disclosure; (ii) the name of the entity or person who received the Protected Health Information and, if known, the address of such entity or person; (iii) a brief description of the Protected Health Information disclosed; and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. Business Associate hereby agrees to implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section and applicable law. It shall be Covered Entity's responsibility to promptly notify Business Associate of the request for an accounting, and to prepare and deliver any such accounting requested. In addition to the forgoing, Business Associate shall track other disclosures and/or make available to Covered Entity such information as is necessary for Covered Entity to comply with any additional accounting requirements. Notwithstanding anything herein to the contrary, Covered Entity shall be ultimately responsible for providing the disclosure accounting to the Covered Individual.

7. **Access to Business Associate's Internal Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to Covered Entity or the Secretary, for the purposes of the Secretary's determining compliance with HIPAA for Covered Entity and/or Business Associate.
8. **Electronic Transactions.** In the event the Business Associate transmits or receives any Covered Electronic Transaction on behalf of Covered Entity, it shall comply with all applicable provisions of the Standards for Electronic Transactions Rule to the extent Required by Law, and shall ensure that any agents and Subcontractors that assist Business Associate in conducting Covered Electronic Transactions on behalf of Covered Entity agree in writing to comply with the Standards for Electronic Transactions Rule to the extent Required by Law.

E. Obligations and Rights of Covered Entity.

1. **Notice of Privacy Practices.** Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. Section 164.520, as well as any changes to such notice.
2. **Requests by Covered Entity.** Covered Entity shall not request or direct Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity. This includes, but is not limited to, requests or directions for disclosure of Protected Health Information to the Plan sponsor in a capacity other than acting on behalf of the Plan as Covered Entity. To the extent a dispute or difference of opinion exists between the Business Associate and Covered Entity regarding whether a use or disclosure is permissible, Business Associate may disclose the Protected Health Information under objection pursuant to the specific, written direction of Covered Entity. Any disclosures made pursuant to such specific, written direction shall be subject to the indemnification provisions of the Agreement.
3. **Changes in Permission.** Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
4. **Restrictions.** Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information to which Covered Entity has agreed in accordance with 45 C.F.R. Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information. Such restrictions include a Covered Individual's request not to disclose Protected Health Information for purposes of payment or health care operations where the Protected Health Information relates solely to a health item or service for which the health care provider has been paid in full out-of-pocket by, or on behalf of, the Covered Individual.
5. **Agreement Breaches by Business Associate.** If Covered Entity obtains knowledge of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under this Agreement, Covered Entity will take reasonable steps to cure such breach or end such violation. If Covered Entity cannot successfully cure the breach or end the violation, Covered Entity shall terminate the Agreement in accordance with Section VI.B if feasible.

IV. ELECTRONIC SECURITY PROVISIONS

- A. Introduction.** This Section applies where Business Associate, on behalf of Covered Entity, performs or assists in the performance of functions and activities that may involve the creation, maintenance, receipt, or transmission of Electronic Protected Health Information. This Section IV along with the other Sections of the Business Associate Agreement are: (i) intended to meet the requirements of the “business associate” provisions of Security Rule; and (ii) govern the terms and conditions under which the Business Associate may create, maintain, receive, and transmit Electronic Protected Health Information on behalf of Covered Entity. In general, Business Associate agrees and intends to act such that: (i) Covered Entity can fulfill its responsibilities under HIPAA; (ii) Business Associate can fulfill its responsibilities under HIPAA; and (iii) Business Associate can fulfill its contractual obligations under this Agreement.
- B. Obligations of Business Associate.** In accordance with the Security Rule, Business Associate agrees to:
1. Conduct a security risk assessment (in accordance with 45 C.F.R. Section 164.308(a)(1)(ii)(A)) and adopt and implement policies and procedures designed to ensure compliance with the Security Rule and this Agreement including identifying a security officer and training personnel.
 2. Implement administrative, physical, and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that Business Associate creates, maintains, receives, or transmits on behalf of Covered Entity.
 3. Report to Covered Entity, without unreasonable delay, any Security Incident of which Business Associate becomes aware.
 4. Promptly mitigate, to the extent practicable, any harmful effect of a Security Incident that is known to Business Associate.
 5. Enter into a written contract with any agent or Subcontractor to whom Business Associate provides Electronic Protected Health Information that requires such agent or Subcontractor to comply with the same restrictions and conditions that apply under this Section IV to Business Associate, including implementing reasonable and appropriate safeguards to protect such information.
- C. Obligations of Covered Entity.** Covered Entity shall not request or direct Business Associate to create, maintain, receive, or transmit Electronic Protected Health Information in any manner that would not be permissible under the Security Rule.

V. BREACH NOTIFICATION REQUIREMENTS

If Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses Unsecured Protected Health Information, Business Associate shall notify Covered Entity of a Breach of such Unsecured Protected Health Information without unreasonable delay, but no later than sixty (60) days following discovery of the Breach. Such notice shall include an identification of each Covered Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach and any other available information needed by Covered Entity to enable it to comply with its notification obligations under the Privacy Rule and Security Rule. For purposes of this Section V, a Breach is deemed to have been discovered by Business Associate upon the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to Business Associate (including any person, other than the individual committing the Breach, that is an employee, officer, or agent of Business Associate (determined in accordance with the Federal common law of agency)).

VI. TERM AND TERMINATION

- A. Term.** The Term of this Agreement will begin and become effective on the Effective Date and shall terminate when all of the Protected Health Information created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section VI.
- B. Termination.** In the event that a party (the “non-breaching party”) discovers and determines that the other party (the “breaching party”) materially breached or violated any of its obligations under this Agreement, the non-breaching party will notify the breaching party of such breach in writing and may immediately terminate the Agreement upon notice to the breaching party or may provide the breaching party with an opportunity to take reasonable steps to cure the breach or end the violation, as applicable, within a mutually agreed upon period of time. If the breaching party’s attempts to cure the breach or end the violation are unsuccessful within that period, without limiting the rights of the parties under the Agreement, the non-breaching party may immediately terminate the Agreement upon notice to the breaching party.

C. Effect of Relationship Termination.

1. Except as provided in Paragraphs 2 and/or 3 of this sub-section, upon termination of the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information created or received by it on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of Business Associate and/or its Subcontractors or agents. Business Associate will not retain any copies of Protected Health Information.
2. In the event that Business Associate determines that returning or destroying Protected Health Information is infeasible, Business Associate will notify Covered Entity of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of Protected Health Information is infeasible, Business Associate will extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.
3. Should Covered Entity notify Business Associate that the information necessary to comply with the recordkeeping requirements under other applicable law includes the Protected Health Information, Business Associate shall return or provide to Covered Entity such information, including Protected Health Information.

VII. GENERAL PROVISIONS

- A. Regulatory References.** A reference in this Agreement to a section in the Privacy Rule or the Security Rule means the section as in effect or as amended.
- B. Amendment.** The parties agree to take such action as is necessary to amend this Agreement from time-to-time as is necessary for Covered Entity and/or Business Associate to comply with the requirements of the Privacy Rule, the Security Rule, and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- C. Interpretation.** Any ambiguity in this Agreement shall be resolved to permit each party to comply with the Privacy Rule and the Security Rule, if applicable.
- D. Survival.** The respective rights and obligations under this Agreement shall survive the termination of this Agreement and any related agreement, including a services agreement.
- E. Indemnity.** Each party will indemnify, hold harmless, and defend the other party and its affiliates, officers, directors, employees, or agents from and against any claim, cause of action, liability, damage, cost, or expense, including attorneys' fees and court or proceeding costs, arising out of or in connection with any non-permitted or violating use or disclosure of Protected Health Information or other breach of this Agreement by such party or any Subcontractor, agent, person, or entity under such party's control.
- F. 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 hereto, any rights obligations, or liabilities whatsoever.
- G. Conformance with Law.** The parties agree to take such action as is necessary to amend this Agreement from time-to-time as is necessary for the parties to comply with the requirements of HIPAA as they apply to each party.
- H. Action.** For purposes of this Agreement, whenever action is required by a party to this Agreement, such action must be taken by a person or persons with authority to act on behalf of such party to this Agreement.
- I. Governing Law.** This Agreement shall be governed by the laws of the State of Minnesota, except to the extent preempted by Federal law.
- J. Severability.** The invalidity or unenforceability of any provision of this Business Associate Agreement shall not affect the validity or enforceability of any other provision of this Business Associate Agreement, which shall remain in full force and effect.
- K. Notices.** All notices and communications required by this Business Associate Agreement shall be in writing. Such notices and communications shall be given in one of the following forms: (i) by delivery in person; (ii) by a nationally-recognized, next-day courier service; (iii) by first-class, registered, or certified mail, postage prepaid; or (iv) by electronic mail to the address that each party specifies in writing.
- L. Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations, and understandings of the parties, written or oral, with regard to this same subject matter. Notwithstanding the foregoing, this Business Associate Agreement is intended to supplement (not supersede) the agreement between Business Associate and Plan sponsor related to the services that Business Associate provides with respect to administration of the Plan.
- M. Counterparts.** This Agreement may be executed in counterparts, each of which so executed shall be construed to be an original, but all of which together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Transmission by facsimile or electronic mail of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart. This Agreement and any amendment or modification may not be denied legal effect or enforceability solely because it is in electronic form, or because an electronic signature or electronic record was used in its formation.

ALERUS

HEALTH REIMBURSEMENT ACCOUNT SERVICES ADDENDUM to the ALERUS RETIREMENT AND BENEFITS MASTER ADMINISTRATIVE SERVICES AGREEMENT

The purpose of this Addendum is to describe the services, in addition to those services described in the Agreement (collectively referred to as "Administrative Services"), to be furnished by ALERUS with respect to the health reimbursement arrangement (the "Plan") established and maintained by Employer.

I. DEFINITIONS

In addition to the definitions contained in the Agreement, which are hereby incorporated herein to the extent not inconsistent herewith, the following definitions shall apply to this Addendum:

- A. **Addendum** means this Health Reimbursement Account Services Addendum to the Agreement.
- B. **Claims Account** means the bank account established or designated by Employer as the bank account from which benefits under the HRAs shall be paid.
- C. **Health Reimbursement Arrangement or HRA** means an employer-funded plan that reimburses employees for qualified medical expenses and, in some cases, insurance premiums.
- D. **Plan** means Employer's HRA under Sections 105 and 106 of the Code.

II. ALERUS RESPONSIBILITIES

- A. **Capacity of ALERUS.** The Plan uses an unfunded reimbursement arrangement and has not established a trust. In fulfilling its duties and obligations under this Addendum, ALERUS shall act as the administrative agent of the Plan. ALERUS does not intend to be a "trustee" or the Plan Administrator or to assume any of the duties or responsibilities commensurate with such designation. Employer shall not hold out ALERUS to third parties (including Covered Individuals) that ALERUS serves in the foregoing capacities.
- B. **Processing of Claims.** Upon receipt of a Participant claim, ALERUS shall process the claim and determine payment using standard operating procedures as communicated to Employer. ALERUS' claim determination is ministerial and based upon data, systems, and information, including Plan parameters, provided by Employer. ALERUS is entitled to rely on the information provided by Employer and is under no obligation to independently verify such information. ALERUS shall refer to Employer any Participant claim that is disputed. Employer retains sole and final discretionary authority to make all determinations regarding claims under the Plan. Unless paid through the use of a debit card or agreed to otherwise, ALERUS shall pay reimbursements via check or direct deposit paid from the Claims Account in accordance with an agreed upon processing schedule, but not less frequently than monthly.
- C. **Overpayments and Erroneous Payments.** Other than overpayments or other erroneous benefit payments related to debit card usage, should ALERUS discover or have brought to its attention an overpayment or other erroneous benefit payment made by it under this Plan in excess of \$10, ALERUS shall make a diligent attempt to recover such payment in accordance herewith. ALERUS will make three (3) written contacts with the recipient of the payment. If the payment has not been recovered within a reasonable time following the third contact, ALERUS will notify Plan Administrator. Plan Administrator shall then decide whether and in what manner to further pursue repayment of the payment. If Plan Administrator determines to take further action to pursue recovery of the payment, Plan Administrator shall be responsible for all costs incurred in doing so. After the three (3) contacts described herein, ALERUS shall take no further action to recover the payment unless the parties agree, in writing, on the terms and conditions applicable to such additional services by ALERUS. For overpayments or other erroneous benefit payments related to debit card usage ALERUS shall assist Plan Administrator as specifically described below as part of Debit Card Services.
- D. **Nondiscrimination Testing.** Annually ALERUS shall provide Employer with written notice of the availability of nondiscrimination testing for the Plan. The notice shall include the corresponding fees and Employer's means to accept the service. Upon Employer's written acceptance, ALERUS shall conduct the nondiscrimination tests using the process described in Section III.C below based on information provided by Employer to ALERUS. ALERUS is entitled to rely upon the information provided by Employer and is under no obligation to independently verify such information. ALERUS shall communicate the results of such tests, and recommendations for correcting any

failed test, to Employer in writing. Plan Administrator shall be responsible for ensuring compliance with all applicable nondiscrimination requirements related to such tests and any other test.

- E. Participant Statements.** On at least a quarterly basis, ALERUS shall make available to each HRA Participant information regarding his or her claims paid.
- F. Reports.** ALERUS will provide Employer with a web portal with the ability to generate periodic reports regarding activities and status for each Plan Participant. Should Employer request ALERUS to provide such available information in a particular format, ALERUS shall comply, provided the parties mutually agree to the terms and conditions including, but not limited to, any additional fee to ALERUS.
- G. Debit Card Services.** If selected by the Employer, Plan participants may utilize debit cards to make Plan claims. In such case, ALERUS shall:
1. Facilitate the debit card setup between the Plan and a bank responsible for issuing the debit card (the "Issuing Bank"). The Issuing Bank is responsible for monitoring suspected fraud or other unauthorized account use. Its terms and conditions together with applicable law govern the issuance of debit cards and dispute resolution. ALERUS is neither the Issuing Bank nor a party to the debit card arrangement. ALERUS may assist the HRA participant in dispute resolution with the Issuing Bank, but is not responsible for loss associated with fraud or other unauthorized account use.
 2. Obtain HRA participant information from Employer and provide it to the Issuing Bank for issuance of debit cards to HRA participants. ALERUS is entitled to rely upon the accuracy and completeness of all information provided by Employer.
 3. Facilitate the Issuing Bank's issuance of debit cards and the processing of debit card transactions.
 4. Maintain the required substantiation of claims reimbursed via use of the debit card, either directly or through its subcontractor, in accordance with applicable IRS rules.
 5. Assist Plan Administrator with recouping debit card reimbursements not permitted by IRS rules as follows:
 - a. ALERUS will request substantiation for the debit card swipe from the Participant.
 - b. If proper documentation is not provided by the applicable deadline, ALERUS will disable use of the Participant's debit card. ALERUS will report to Employer the Participants whose debit cards have been disabled for this reason, including the amount of the unsubstantiated debit card swipe(s).
 - c. After the debit card is disabled, ALERUS will offset the unsubstantiated debit card swipe amount against future claims made by the Participant under the HRA. ALERUS will report to Employer the results of its attempts to make such offsets.
 - d. After the debit card is disabled, ALERUS will request repayment of unsubstantiated debit card swipe amount from the Participant. ALERUS will report to Employer the results of its attempts to obtain such repayments.
 - e. After the debit card is disabled, Employer may withhold the unsubstantiated debit card swipe amount from the Participant's wages in accordance with applicable State law.
 - f. If none of the foregoing steps described results in substantiation or repayment, Employer shall be responsible for treating the amount of the debit card swipe as regular business debt and taking actions consistent with such designation. If the debt is forgiven by Employer, Employer shall be responsible for withholding, depositing, and reporting all applicable income and employment taxes. Employer acknowledges that despite the efforts of ALERUS to recoup unsubstantiated payments, it is Employer's ultimate responsibility for recouping such reimbursements in accordance with applicable IRS rules.

If Employer fails to fund the Claims Account timely or otherwise fails to perform its obligations described in Section III.C below, ALERUS may immediately, upon notice to Employer, suspend all services related to debit cards and shut off all debit cards issued under the Plan. The fees associated with debit cards are identified in Exhibit A.

III. DUTIES OF EMPLOYER AND PLAN ADMINISTRATOR

- A. Participant Information.** Employer shall, in a mutually agreed format, provide ALERUS with a listing of all persons participating in the Plan and their eligibility status and benefit level under the Plan. Employer shall also provide ALERUS with written notice at least monthly of any addition or deletion of Participants and any change in Participant status or benefit level. ALERUS may rely on the most current information in its possession regarding the Participant in paying claims and providing other services under this Agreement. Employer or Plan Administrator shall forward such information to ALERUS electronically for processing. Such information can be forwarded to ALERUS by other means subject to any additional administrative fee to ALERUS.
- B. Claims Account.** ALERUS shall make all disbursements from its bank account (which is a non-interest bearing account) and that account shall function as the Claims Account. Employer acknowledges that such account may include funds deposited by other employers for the purpose of paying claims under benefit plans sponsored by such employers. Employer shall designate a bank account upon which ALERUS is authorized to make ACH transfers to the Claims Account. Employer shall make funds available through such bank account in an amount

equivalent to an amount sufficient: (i) for ALERUS to pay benefits due under the Plan; plus (ii) to pay ALERUS its fees. ALERUS shall notify Employer of the dollar amount of each check run. ALERUS shall transfer funds to the Claims Account on the same day on which such notice is provided. Employer acknowledges that ALERUS has no obligation to pay claims under the Plan and ALERUS shall not make payments or advance its own funds if there are not sufficient funds provided by Employer for ALERUS to then make such payments.

- C. Nondiscrimination Testing.** An employer plan and its component benefits must pass certain tests each plan year in order to ensure benefits are made available and utilized in a fair and nondiscriminatory manner. A plan is required to pass these nondiscrimination tests on the last day of each plan year. The Employer as Plan Administrator is responsible for the nondiscrimination testing applicable to the Plan under the Code and for ensuring the Plan's compliance with the Code's nondiscrimination requirements. We recommend that Employer's engage Alerus for non-discrimination testing.

How to engage Alerus for Nondiscrimination Testing. Annually ALERUS shall provide Employer with written notice of the availability of nondiscrimination testing for the Plan. The notice shall include the corresponding fees, optional testing packages, and Employer's means to accept the service. Upon Employer's written acceptance, ALERUS shall conduct the nondiscrimination tests identified in the annual notice based upon information provided by Employer to ALERUS. If the Employer accepts this optional service, it will be performed as follows:

- 1. Required Information.** In order to perform the nondiscrimination tests, Employer must provide ALERUS with demographic and contribution information for all employees using standard operating procedures as relayed by ALERUS to Employer. Data must be returned to ALERUS by the date requested to ensure timely completion. It is very important that the information provided is current and correct in order to ensure accurate nondiscrimination test results.
 - 2. Testing Process.**
 - a. Initial Mid-year Test.** Following receipt of Employer's complete data, ALERUS shall perform the initial nondiscrimination testing. Generally, the Employer should request this testing after the first quarter of the Plan year has been completed to determine whether the Plan faces potential testing failures.
 - b. Initial Test Results.** ALERUS will provide the Employer the test results following completion of the initial testing.
 - (i) **Test Passes:** If Plan tests are clearly passing, with no apparent threat of failure within the Plan year, the Employer may opt to take no further action at that time. Note: if the employer experiences a significant change in employee demographics (e.g. an increase or decrease in employment) following the initial testing, Employer should contact ALERUS to request updated Plan testing which should be completed prior to the end of the Plan year.
 - (ii) **Test Fails:** If Plan's testing results in failure or near failure, modifications and additional testing will most likely be required. In such case, ALERUS will provide Employer with recommendations of contribution changes necessary to bring the Plan to passing status. Once these changes have been implemented, Employer may request updated Mid-year testing to verify that the Plan passes.
 - c. Year End Testing.** After the end of the Plan year ALERUS shall provide Employer a final Testing Data Template to complete with the Plan year's final contribution totals. ALERUS shall base the final nondiscrimination testing for the Plan year on that information and results will be returned to Employer after completion. Employer can make no further corrections at that point.
 - 3. IMPORTANT REMINDER - Failure after Plan Year End.** Generally, if the Plan fails non-discrimination tests after the close of the Plan Year, then the Tax Code denies all Key and/or Highly Compensated Employees special income tax treatment for Plan benefits. They may have to recognize income on the value of Plan benefits provided to them. Since final testing generally occurs after January 31 of the following year, this correction will likely require Employers to file corrected W-2s for the impacted Individuals. Because of the considerable amount of potential taxation and inconvenience to the impacted Individuals, Alerus encourages Employers to closely monitor nondiscrimination testing before the Plan year ends.
 - 4. Testing Fees.** ALERUS will charge an additional fee for each testing package consisting of one initial and one final nondiscrimination test. Additional fees will apply if the employer requests additional mid-year testing (for example, requested because of an initial test failure) or additional final testing (for example, caused by the Employer's submission of erroneous data),
- D. Review of Reports.** Employer or Plan Administrator shall review the monthly information made available by ALERUS and reconcile such information with its payroll records. Employer or Plan Administrator shall notify ALERUS of any errors or omissions in the reports within thirty (30) days of the information being made available by ALERUS. If Plan Administrator does not notify ALERUS of any errors or omissions within such thirty (30) day period, Plan Administrator shall be deemed to have approved the accuracy of the reports and ALERUS shall be released and relieved of all liability, and shall be indemnified by Plan Administrator, for any actions taken pursuant to this Agreement based upon the information contained in the reports.

IV. ELIGIBILITY AND ENROLLMENT

Employer remains responsible for determining whether its employees and their dependents are eligible for the Plan, offering the benefit, conducting enrollment activities and other aspects of Plan administration.

V. DELEGATION OF DUTIES OF EMPLOYER

ALERUS provides its services under this Agreement and Addendum in a ministerial capacity and is not a fiduciary to the Plan or its Participants. Employer retains its role as Plan Administrator but may delegate its duties to a third party (such as a broker or consultant) provided that Employer promptly notifies ALERUS which duties have been delegated and to whom they have been delegated. Despite any delegation of duties hereunder, Employer retains ultimate responsibility for ensuring such duties are fulfilled and agrees to indemnify and hold ALERUS harmless for the delegatee's actions or failures to act with respect to the duties delegated to it.

VI. TERMINATION

- A. Termination.** This Addendum shall terminate in conjunction with the termination of the Agreement. In addition, either party may terminate the contractual provisions solely of this Addendum by providing ninety (90) days prior written notice to the other.
- B. Obligations upon Termination.** Employer shall be liable for the processing and payment of all eligible Claims on or after the date on which this Addendum terminates. ALERUS may, as mutually agreed upon by Employer and ALERUS, provide certain administrative services following the termination of this Addendum. Such agreement shall be reflected in a separate written agreement between the parties.

**JOHNSON COUNTY CONTRACT TERMS
ADDENDUM – ALERUS FINANCIAL, NA -
Alerus Retirement and Benefits Master Administrative Services Agreement**

The Johnson County Commissioners Court Finds, and the Parties Agree, as Follows:

1.1

This **Johnson County Contract Terms Addendum** is part of an Agreement between **JOHNSON COUNTY, TEXAS**, a political subdivision of the State of Texas, (hereinafter sometimes referred to as “**COUNTY**” or “**EMPLOYER**” or “**PLAN ADMINISTRATOR**”) and **ALERUS FINANCIAL, N.A.**, sometimes referred to as “**ALERUS**” in documents making up the Agreement. **JOHNSON COUNTY, ALERUS**, (or both, as may be applicable) may be collectively identified as the “**Parties**” or each individually a “**Party**”). This **Johnson County contract Terms Addendum** is part of the Agreement with **ALERUS FINANCIAL, N.A** and is intended to modify (as set forth in this **Johnson County Contract Terms Addendum**) all documents, put forth by **ALERUS FINANCIAL, N.A.** This **Johnson County Contract Terms Addendum** modifies (as set forth in this **Johnson County Contract Terms Addendum**) the **Alerus Retirement and Benefits Master Administrative Services Agreement** and any other document(s) proffered to **JOHNSON COUNTY** by **ALERUS**.

2.1

This Agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the Agreement must be in the state district courts in Johnson County, Texas or the federal district courts in Dallas County, Texas. Any provision stating that County agrees to waive any right to trial by jury is hereby deleted.

2.2

Limitations for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code §16.070, as amended, and any provision to the contrary is hereby deleted.

2.3

Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, any term which provides for such a claim is hereby deleted. Johnson County will, upon request of a party to the contract, certify the funds available to fulfill the terms of this Agreement.

3.1

The Parties agree that under the Constitution and laws of the State of Texas, Johnson

County cannot enter into an agreement whereby Johnson County agrees to indemnify or hold harmless any other party; therefore, all references of any kind to Johnson County indemnifying and holding harmless any individuals or entities for any reason whatsoever are hereby deleted.

3.2

Article XI, Section 7(a) of the Texas constitution provides in relevant part:

... But no debt for any purpose shall ever be incurred in any manner by any city or county unless provision is made, at the time of creating the same, for levying and collecting a sufficient tax to pay the interest thereon and provide at least two per cent (2%) as a sinking fund, except as provided by Subsection (b) ...

This provision is interpreted with respect to contractual obligations of Texas county and city government entities to prohibit such government entities from entering into an indemnity agreement and to nullify such agreement provisions.

4.1

The Parties agree and understand that County is a political subdivision of the State of Texas, and therefore has certain governmental immunity, sovereign immunity and limitations on liability, and that County's general liability and vehicle insurance coverage is with the Texas Association of Counties Risk Pool and said "insurance coverage" is limited to the statutory maximum limits of the Texas Tort Claims Act; therefore, any provisions to the contrary are hereby deleted. The Parties agree and understand that County does not waive any of its common law, statutory or constitutional defenses to which it may be entitled.

4.2

The Parties agree and understand that County will not agree to waive any rights and remedies available to County under the Uniform Commercial Code ("UCC"); therefore, any provision to the contrary is hereby deleted.

4.3

The Parties agree and understand that County will not agree to be responsible for any sales tax, use tax, or any other taxes, fees, fines or penalties that may be imposed, levied or assessed by any federal, state or local government or agency which relates to the Agreement, the equipment or its use; therefore, any provision to the contrary is hereby deleted.

4.4

The Parties agree and understand that County will provide statutory workers compensation for its employees; however, County does not agree to include a waiver of subrogation, and therefore any provisions to the contrary are hereby deleted.

5.1

Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment by

- a governmental entity under a contract is overdue on the 31st day after the later of:
- a. the date the governmental entity receives the goods under the contract;
 - b. the date the performance of the service under the contract is completed; or
 - c. the date the governmental entity receives an invoice for the goods or service.

Pursuant to Texas Government Code Section 2251.021 and this Agreement, a payment begins to accrue interest on the date the payment becomes overdue. The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of: (1) one percent; and (2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Interest on an overdue payment stops accruing on the date the governmental entity or vendor mailed or electronically transmits the payment. Therefore, all provisions to the contrary are hereby deleted.

6.1

No officer, member or employee of County, and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this Agreement which affects his/her personal interest, have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

6.2

To the extent, if any, that any provision in this Agreement is in conflict with Texas Government Code §552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that Johnson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act. In the event of a request for documents or materials pursuant to the Texas Public Information Act (Texas Government Code Chapter 552) or similar law pertaining to documents or information County reasonably believes that **ALERUS** might lawfully seek to claim as confidential, then County will forward the request to **ALERUS**. It shall be the obligation of **ALERUS** to prepare and submit to the Texas Attorney General's Office any claim and supporting brief or materials necessary to assert a claim that the documents or materials may be withheld pursuant to Texas Government Code Chapter 552 or other applicable law. County will cooperate with **ALERUS** in making such submission to the Texas Attorney General's Office. **ALERUS acknowledges and understands that contracts, agreements, payment and revenue of a political subdivision of the State of Texas are public information and are not confidential.**

6.3

Services and products provided under the Agreement shall be provided in accordance with all applicable state and federal laws.

6.4

Under the Constitution and laws of the State of Texas, public property is exempt from forced sales and liens may not attach thereto.

6.5

It is understood and agreed that Johnson County will not be subject to arbitration; therefore, any paragraph or provision requiring arbitration, is hereby deleted.

6.6

Johnson County shall be responsible for the acts or failure to act of its employees, agents or servants, provided; however, its responsibility shall be subject to the terms, provisions and limitations of the Constitution and laws of the State of Texas, particularly the Texas Tort Claims Act.

7.1

ALERUS certifies that pursuant to Section 231.006 of the Texas Family Code that the individual or business entity named in this contract is not ineligible to receive the specified payment(s) and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. **ALERUS** states that it is not ineligible to receive State or Federal funds due to child support arrearages

7.2

ALERUS verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is as defined by Texas Government Code Section 808.001, effective September 1, 2017. **ALERUS** further verifies that it is not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

7.3

ALERUS verifies that it complies with Texas Government Code Chapter 2274 and further verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and, will not discriminate during the term of the contract against a firearm entity or firearm trade association.

7.4

ALERUS verifies that it complies with Texas Government Code Chapter 2274 and further verifies that it:

- (1) does not boycott energy companies; and
- (2) will not boycott energy companies during the term of the contract.

In this provision:

- (1) "Boycott energy company" has the meaning assigned by Section 809.001.
- (2) "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.
- (3) "Governmental entity" has the meaning assigned by Section 2251.001.

8.1

Notwithstanding any other provisions contained in the contract documents, any amendment to the terms of the contract must be specifically approved by the Commissioners Court of Johnson County and signed by the Johnson County Judge.

8.2

Notwithstanding any other provision in this Addendum or the associated documents, to the extent ALERUS is being contracted to provide information technology and services or to maintain and make available information for use by Johnson County and the public, including documents, data, content and records then said documents, data, content and records are and shall be the exclusive property of Johnson County, Texas or the State of Texas or a political subdivision thereof.

8.3

In the event of any conflict between the terms and provisions of this Addendum and the terms and provisions of those contractual provisions tendered to Johnson County in the Agreement, this Addendum shall control and amend the contractual provisions of the Agreement and any provision to the contrary is hereby deleted. *THE TERMS OF THIS JOHNSON COUNTY CONTRACT TERMS ADDENDUM SHALL BE FULLY OPERATIVE AND HAVE PRIORITY OVER ALL OTHER DOCUMENTS AND TERMS AND ANY TERM TO THE CONTRARY IN OTHER DOCUMENT(S) PUT FORTH BY ALERUS IS HEREBY DELETED.*


APPROVED AS TO FORM AND CONTENT:

JOHNSON COUNTY:



Roger Harmon
As Johnson County Judge

9-12-22
Date

Attest: 

County Clerk, Johnson County



9-12-22
Date

Johnson County Contract Terms Addendum
ALERUS - JOHNSON CO TX 08252022

ALERUS FINANCIAL, N.A:

Matthew Poppe
Authorized Representative of
ALERUS FINANCIAL, N.A

9/7/2022
Date

Printed Name: Matthew Poppe

Title: Director of Health & Welfare