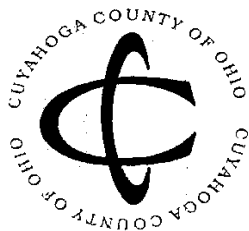


CONTRACT
ENCUMBRANCE NO. CE1100145-01

REQUISITION NO. RQ 17503



CONTRACT

FOR
Flexible Spending Account Administration Services for Cuyahoga County
employees and their eligible dependents

TIME PERIOD: January 1, 2011 – December 31, 2013

CONTRACTOR: Northwest Group Services Agency, Inc.

FEDERAL ID - 34-168222275

ADDRESS: 1910 Indianwood Circle
Maumee, OH 43537

CONTRACT PRICE: \$87,300

CONTRACT
ENCUMBRANCE NO. CE1100145-01

INDEX CODE	CC 499004
OBJECT CODE	0278
USER CODE	
GRANT/DETAIL	
PROJECT/DETAIL	

CUYAHOGA COUNTY, OHIO

With

Northwest Group Services Agency, Inc.

FOR
Flexible Spending Account Administration Services for Cuyahoga
County employees and their eligible dependents

Time Period: January 1, 2011 – December 31, 2013

2011 CE	\$26,790
2012 CE	\$29,700
2013 CE	\$30,810

Contact Person: Michelle Limes
Telephone: 419-897-9120, ext. 1028

I hereby certify that the money required for the County's proportion of this Contract in the sum of \$26,790.00 is in the Treasury to the credit of the fund from which it is to be drawn, or has been levied and placed on the duplicate, and in process of collection and not appropriated for any other purpose.

County Auditor
By Deputy County Auditor

I hereby approve of the legal form and correctness of the within contract.

County Prosecutor William D. Mason
by Assistant Prosecuting Attorney

Date Approved 2/8/2011

LIMITED ADMINISTRATIVE SERVICES AGREEMENT

Between

NORTHWEST GROUP SERVICES AGENCY, INC.

And

County of Cuyahoga

This Agreement for administrative services is made and entered into by and between **Northwest Group Services Agency, Inc.**, with principal offices in Maumee, Ohio ("NWGS"), and County of Cuyahoga with principal offices in Cleveland, Ohio ("CLIENT").

The **Effective Date** of this Agreement is January 1, 2011 through December 31, 2013.

In consideration of the mutual promises and covenants contained in this Agreement, together with all exhibits, the Client and NWGS agree as follows:

ARTICLE I Definitions

- 1.1 Flexible Spending Account ("FSA") means a health flexible spending arrangement or dependent care assistance flexible spending arrangement, as described in proposed Internal Revenue Services ("IRS") regulations under Internal Revenue Code ("Code") §125.
- 1.2 Plan means the cafeteria plan together with flexible spending arrangement (or arrangements) maintained by Client, or portions of that plan (or plans), with respect to which administrative services are to be provided under this Agreement by NWGS. The formal name of the Plan is: County of Cuyahoga. - Flexible Benefit Plan.
- 1.3 Plan Administrator (or Administrator) means the person named in the documents describing the Plan as responsible for the operation and administration of the Plan. If no such person is identified, then the Client will be deemed to be the Plan Administrator.

ARTICLE II

Relationship Between the Parties

- 2.1 In performing its obligations under this Agreement, NWGS operates within a framework of Plan management policies and practices authorized or established by the Plan Administrator. Accordingly, NWGS acts upon the instruction of the Plan Administrator, and NWGS does not have final authority, discretion, or responsibility in the administration of the Plan. So, NWGS is not a Plan fiduciary; and its duties and authority are strictly limited as described in this Agreement.
- 2.2 The Plan Administrator is ultimately responsible for interpreting the provisions of the Plan and determining questions of eligibility for Plan participation.

ARTICLE III

Duties of NWGS

- 3.1 NWGS will provide FSA employee communication material which are appropriate and available from NWGS, including enrollment forms, if elected by Client.
- 3.2 NWGS will provide FSA claim forms and claim reimbursement schedule for Plan participants.
- 3.3 NWGS will provide an administrative procedures guide.
- 3.4 NWGS will provide FSA record management for the Client's accounts. NWGS will prepare and provide records required to assist Client regarding audits of the operation of the Plan, legal action or regulatory review.
- 3.5 NWGS will make FSA benefit payments and process claims in accordance with the terms of the Plan which are in effect and which have been communicated to NWGS by the Client at the time the services are provided:
 - (a) Claims will be processed using NWGS normal claims processing procedures which take into account a reasonable and good faith interpretation of Code §§125, 105, and 129 (as applicable), and taking into account interpretations of those sections by the IRS in proposed regulations.
 - (b) However, if the Plan Administrator makes a final decision to approve or deny a claim which is different than a determination made by NWGS and insists that NWGS follow the Plan Administrator's decision, NWGS will promptly issue an approval or denial of the claim accordingly, provided the Plan Administrator's decision does not violate applicable law and the Plan Administrator's instruction is first communicated to NWGS in writing.

- (c) Claim reimbursements will be processed on a semimonthly basis.
 - (d) Claims payments will be made by NWGS on NWGS check stock.
 - (e) Checks shall be mailed to the Client for forwarding to Plan participants unless in return for the payment of an additional fee, the Client instructs NWGS to mail the checks directly to the participants.
- 3.6 NWGS will provide Plan participants who have had a FSA claim wholly or partially denied with a written explanation of the reason for the denial, in accordance with the provisions of the plan.
- 3.7 NWGS will notify the Client on a timely basis as to amounts necessary to cover FSA benefit payments, in accordance with the banking arrangement described in Article VI. NWGS shall not be considered the insurer, or underwriter of the liability of the Client to provide benefits for the Plan participants.
- 3.8 NWGS will provide the following reports to the Client:
 - (a) At the beginning of the Plan year:
Participation Payroll Report.
 - (b) Reports during the Plan year:
Client Payment Register.*
FSA Statement of Account.*
*Provided upon clients request. (I.E. monthly, quarterly, after each reimbursement period.)
 - (c) At Plan year end or calendar year end the account accrual information will include:
Employee account forfeiture amounts.
Calendar year-end dependent care report to support the Client's W-2 preparation, if applicable.
- 3.9 NWGS will send timely notice of FSA account balance and reminder of forfeiture possibility to the Client for delivery to Plan participants as of the end of each quarter of the Plan year, unless the Client pays the fee for mailing directly to participants as provided in Section 3.5(d) of this Agreement.
- 3.10 NWGS will offer one performance of Code §125, §105, and §129 non-discrimination testing based on Company Plan and employee data supplied by the Client and report the results of the testing to the Client. Testing services provided by NWGS do not include analysis of the results.
- 3.11 NWGS will provide a Plan Document format to the Client to assist Client in preparing the formal documentation of the Plan. NWGS will furnish an updated Plan Document format or

amendment to the Client as required by changes in applicable laws or regulation. NWGS will provide a master Summary Plan Description (SPD) for the Plan. The SPD will contain information as to the steps that may be taken if a participant wishes to submit his or her claim for review. The Client will be responsible for distribution of the SPD to all Plan Participants.

- 3.12 NWGS will provide the information in its custody to assist the Client with its responsibility for compliance with IRS Form 5500 Series filing requirements.
- 3.13 NWGS will provide periodic informational releases to assist the Client in keeping informed about relevant legislative or regulatory developments.
- 3.14 NWGS is entitled to rely and act based upon documents, letters, electronic communications, or telephone communications which are confirmed in writing and provided to it by the Client or Plan Administrator. Reliance will continue until the time the Client or the Plan Administrator notifies NWGS in writing of any change or amendment to those communications.
- 3.15 NWGS will not be responsible for any delay or lack of performance of services under this Agreement attributable to the Client's failure to provide any information, fee payments, or benefit payments as required under this Agreement.
- 3.16 NWGS is responsible for compliance with any applicable state law requiring NWGS to be licensed in order to provide assistance in the administration of cafeteria plans and flexible spending accounts. As of the date of the Agreement, NWGS is duly licensed, if required, to provide such assistance to the Client and will continue to maintain or acquire such licensing.
- 3.17 NWGS will perform its duties under this Agreement using the same degree of ordinary care, skill, prudence, and diligence that a reasonable provider of administrative services would use in similar circumstances. NWGS shall have no responsibility to investigate the truthfulness or accuracy of any information provided to it by the Client or Plan participants.
- 3.18 NWGS shall have the right to retain outside service providers to assist it in performing the duties delegated to it under this Agreement. All such outside service providers shall be provided at the expense of NWGS.

Performance Guarantee

	% of Guarantee of Performance	% of Risk
Claims Processing		

Claims Processing & Turnaround

Manual Claims	100% falls below 98%	15%
Debit Card Claims	100% falls below 98%	15%

Claims Payment Accuracy
(based on employees submissions)

Manual Claims		
Debit Card Claims	100% falls below 98%	15%

Telephone Responsiveness

Calls Receiving Busy Signal	100% falls below 98%	15%
Call Abandonment	100% falls below 98%	15%
Returned Phone Calls	100% falls below 98%	15%
Customer Service	100% falls below 98%	15%

Member Satisfaction 99.8% retention ratio

ARTICLE IV
Duties of the Client

- 4.1 The Client will provide adequate funds to honor FSA claims reimbursement payments under the Plan on a timely basis, in accordance with the banking arrangement described in Article VI.
- 4.2 The Client will provide to NWGS a current copy of the Plan Document(s) adopted by the Client in establishing the Plan, and other appropriate materials governing the administration of the Plan.
- 4.3 The Client will provide timely written notice to NWGS of rules, interpretations, and procedures concerning the Plan which may affect NWGS responsibilities under this Agreement.
- 4.4 The Client will provide accurate information to NWGS, using NWGS's prescribed format and methods, as to the number and names of persons covered by the Plan and any other information necessary to enable NWGS to provide the services required by this Agreement.
- 4.5 The Client is responsible for selecting legal or tax counsel to provide advice to the Client with respect to the law and the Plan. The Client acknowledges that NWGS cannot provide professional tax or legal services to the Client.

- 4.6 The Client and NWGS is solely responsible for compliance with all applicable provisions of law respecting the Client's Plan, including preparation and adoption requirements including preparation and filing of IRS Form 5500 Series. With respect to these duties, the Client agrees to assume sole responsibility for any action taken by NWGS at the Client's direction.
- 4.7 The Client will make full payment for services rendered under this Agreement when due. However if full payment is not made when due, payment in full must be made by the end of a grace period of thirty (30) days to enable services under this Agreement to continue without interruption. NWGS may provide written notice by regular U.S. mail to the Client requesting payment of the deficiency in full by the end of the thirty (30) day period.
- 4.8 In accordance with the applicable claims review provisions of the Plan, the Client will make ultimate decisions regarding any reimbursement presented under the Plan which is in dispute.

ARTICLE V

Records

- 5.1 NWGS will make all records and reimbursement files in its possession which pertain to the Plan available to the Client, upon reasonable request by the Client.
- 5.2 If requested by the Client and at the Client's expense, NWGS will deliver all such records and files to the Client or a representative of the Client within a reasonable period of time.
- 5.3 The Client and NWGS both must retain copies of all such files and records for a period of six (6) years or longer if required by an applicable state law.

ARTICLE VI

Banking

- 6.1 The rights and obligations of the Client and NWGS under this Article VI shall be regulated through a "Banking Agreement" substantially in the form presented in the Banking Arrangement.
- 6.2 The Client agrees that funds provided to honor all FSA claims reimbursements under the Plan will be United States money, which will be agreed upon in the Banking Arrangement, which is attached to this Agreement.

ARTICLE VII

Fees for Services

- 7.1 NWGS shall be entitled to a fee for services provided under this Agreement described in the Service Fee Schedule, which is attached to this Agreement.

- (a) The Client agrees to pay to NWGS the full balance of billed Ongoing Fees within thirty (30) days from the date of the bill. Ongoing Fees are billed the month following the date the services are rendered; bills are sent to Clients by U.S. first class mail.

7.2 If payments for administrative services provided under this Agreement are not made on a timely basis, a late charge of \$25 shall be assessed for Plans with fewer than 100 participants. Payments made after the grace period allowed in the invoice or billing arrangement are not "timely". NWGS will not be obligated to provide services under this Agreement in the event that full payment is not made when due, until such payment is made.

7.3 The Plan is not an insurance product. None of the service fee charges are, or can be considered to be, premium. Therefore, in the event that it is determined by a taxing authority that premium taxes or other taxes of a similar nature are due and payable with respect to any payment of such fees, if NWGS is required to pay any such taxes for the Plan, the Client agrees to reimburse NWGS for all amounts paid including, but not limited to, interest and penalties, notwithstanding the above. Such reimbursements are to be made by the Client not later than thirty-one (31) days following payment by NWGS. The Client's liability in this regard shall continue beyond the term of this Agreement as to any act or omission which occurred during the term of this Agreement.

ARTICLE VIII

Contract Period

8.1 This Agreement shall be in effect for a period of three (3) year from January 1, 2011 until December 31, 2013 unless terminated earlier as provided in Article I, below.

ARTICLE IX

Termination

9.1 Either party may terminate this Agreement at any time upon written notice to the other party ninety (90) days in advance of the date of termination, unless another date is agreed upon by both parties.

9.2 Also, this Agreement will terminate as of the date the first of the following events occurs in the event that written notice is provided by NWGS or the Client where written notice is discretionary:

- (a) The service fee is not paid within thirty-one (31) days of the date it is due and NWGS desires that this Agreement terminate.
- (b) The Client fails to provide adequate funds to honor reimbursement payments on a timely basis and NWGS desires that this Agreement terminate.
- (c) NWGS ceases to be duly licensed, if licensing is required and the Client desires that this Agreement terminate.

- (d) Either party ceases to do business.
- (e) The Client terminates the Plan.
- (f) The bankruptcy, insolvency or liquidation of either party.
- (g) The commission by either party of any material breach of this Agreement which is not cured, or any act of fraud, misconduct or bad faith in connection with the performance of its duties under this Agreement if the other party desires that this agreement terminate. However, a material breach of this Agreement may be cured within thirty (30) days after written notice from the other party.

9.3 All obligations, duties, and responsibilities of NWGS under this Agreement shall cease as of the date of terminations of this Agreement. However, NWGS shall complete processing of claims incurred prior to the termination date at no cost to the Client.

9.4 Upon termination of this Agreement, any monetary obligation of the Client to NWGS shall become immediately due and payable.

ARTICLE X

Confidentiality

10.1 The Client and NWGS acknowledge and agree that in the course of performing their respective duties under this Agreement, they may acquire or obtain access to or knowledge of health records, physician and provider notes and bills and claims and other written and oral information of a personal nature ("Confidential Information"). This information is at all times the property of the Client or the Plan and not NWGS, even if it is received by NWGS.

10.2 The Client and NWGS will safeguard the Confidential Information to ensure that the information is not improperly disclosed. NWGS will afford access to this information to other person only as reasonably directed in writing by the Client or the Plan Administrator, and NWGS shall have no further obligation with respect to this information.

ARTICLE XI

General Provisions

11.1 The participant shall hold NWGS harmless if the participant fails to timely transfer funds to pay all proper claims on a timely basis. Participant's liability shall be limited solely to the full extent of a proper claim and shall not be construed to cover damages, attorney fees, court costs, or any other matters. NWGS shall have no liability in the event that the participant's failure to transfer funds on a timely basis results in the participant's reinsurance or excess stop-loss carrier exempting any claim amounts from applying toward satisfaction of excess loss deductibles.

- 11.2 NWGS agrees to indemnify and hold the Client harmless against any and all loss, liability or damage (including the payment of reasonable attorney's fees) which the Client may incur by reason of failure of NWGS to abide by this Agreement or for NWGS's negligence, failure to act, fraud, embezzlement, or other misconduct. Clerical error is not negligence if NWGS makes a prompt attempt to correct the error once it is discovered.
- 11.3 The obligations under sections 11.1 and 11.2 of this Article XI shall continue beyond the term of this Agreement as to any act or omission which occurred during the term of this Agreement.
- 11.4 Failure to enforce any provision of this Agreement does not affect the rights of the parties to enforce such provisions of this Agreement at any time.
- 11.5 If any provisions of this Agreement are determined to be unenforceable or invalid, such determination will not affect the validity of the other provisions contained in this Agreement.
- 11.6 This Agreement may be changed at any time by written amendment, provided such amendment is agreed to and signed by duly authorized representatives of both NWGS and the Client.
- 11.7 Notices:
- (a) All notices to the Client under this Agreement shall be personally delivered or sent by a method no less rapid than first class mail, with postage prepaid, or facsimile, to the Client at the following address:
County of Cuyahoga
Benefits Department
1255 Euclid Avenue – Suite 310
Cleveland, OH 44115
 - (a) All notices to NWGS under this Agreement shall be personally delivered or sent by a method no less rapid than first class mail, with postage prepaid, or facsimile, to NWGS at the following address:
Northwest Group Services Agency, Inc.
1910 Indianwood Circle
Maumee, Ohio 43537
Attn: Michelle Limes
Telephone Number: (419) 887-1215
FAX Number: (419) 887-1214

The signatures below bind both parties to the terms of this Agreement.

County of Cuyahoga
Cleveland, Ohio

By: 

Name: _____

Title: _____

Northwest Group Services Agency, Inc.
Maumee, Ohio

By: 

Name: Jeff Smelcer

Title: President

PROPLUS 125
ADOPTION AGREEMENT FORM

ITEM I - ADOPTION

The Employer hereby establishes a qualified Cafeteria Plan and ancillary plans as set forth therein pursuant to Section 125 of the Internal Revenue Code. The ancillary benefit plans attached hereto have been incorporated by reference according to the specifications set forth below.

ITEM II - EMPLOYER ORGANIZATION

Name of Organization: COUNTY OF CUYAHOGA
(Enter exactly as name appears on tax returns and is to appear in the documents.)

Federal Employer ID Number: 34-6000817 Date Incorporated or Organized:

Mailing Address: 1255 EUCLID AVE , ROOM 310

City: CLEVELAND State: OHIO Zip: 44115

Street Address: 1255 EUCLID AVE , ROOM 310 Zip: 44115

Organization Type: ☐ Corporation ☐ Sub-chapter "S" ☐ Professional Corporation ☐ Professional Association ☐ Partnership
☐ Sole Proprietorship ☐ Government Agency ☐ Other (Define) GOVERNMENTAL SUBDIVISION

NOTE: Only employees can participate in a cafeteria plan. Thus, while partnerships, sole proprietorships and Sub-chapter "S" corporations may sponsor cafeteria plans, the following cannot participate: sole proprietors, partners, and greater than 2% shareholders in Sub-chapter "S" corporations.

Flex Convenience Card ☒ Yes ☐ No

The Employer/Organization entity is operating pursuant to the laws of the State of Ohio.
Principal Business Activity Code: 813000 Nature Of Business: COUNTY GOVERNMENT

ITEM III - PLAN ELECTIONS

Plan Number and Name

No: 501 Name: COUNTY OF CUYAHOGA-FLEXIBLE BENEFIT PLAN
Typically the Plan Number is 501 and the Plan Name defaults to ProPlan 125 (Premium Reduction Option Plan.)

Initial Plan Year

Begin Date: 1/01/2011 End Date: 12/31/2013 Eff. Date 1/ 01/11
Subsequent Plan Year: January 1 through December 31

Plan Administrator

The Plan Administrator is the Cuyahoga County Director of Human Resources of the Employer Sponsoring Organization.

Plan Service Provider

NOTE: The plan service provider performs those services described in the Services Agreement. A separate entity (or individuals) must be designated as the legal plan administrator.

Name: MICHELLE LIMES
Title: OFFICE MANAGER
Phone: 888-808-3008
Company Name: NORTHWEST GROUP SERVICES AGENCY, INC.
Street Address: 1910 INDIANWOOD CIRCLE
City: MAUMEE State: OHIO Zip: 43537

ITEM IV - ELIGIBILITY REQUIREMENTS

Class of Eligible**Employee**

Classification of employees who are eligible to participate according to these categories.

(A is selected) Select either: (A), (S) or, (H)

- (A) All Employees
(S) Salaried Employees Only
(H) Hourly Employees Only

NOTE: Tax penalties may be imposed if the Plan contains eligibility requirements that have the effect of favoring highly compensated employees. Consult your tax advisor before limiting participation in the Plan.

- Part-time employees normally expected to work less than ____ hours per week. Employees under the age of 18 years old as of the Plan Effective Date.
- All seasonal employees are exempted.
- Union employees, unless the bargaining agreement provides for coverage.

Are union employees excluded? (Y)es or (N)o: No

Are non-resident aliens excluded? (Y)es or (N)o: Yes

NOTE: Code Section 125 does not specifically provide for coverage exclusions. Consult your tax advisor before excluding any classification(s) of employees.

Excluded Employees

Employees who are excluded from eligibility according to these categories.

Service Period Requirement

Employees must be in service or on the job as one of the eligibility requirements.

(2 & 3 selected)

Select either : (1), (2) or (3) and specify number of days or months as required.

- (1) Service Period requirements for eligibility are incorporated by reference from the terms of the underlying benefits plans and policies.
- (2)

For the initial Plan Year, anyone employed on the Plan Effective Date or Initial Begin Date. For subsequent Plan Years, one of the following policies apply

- (3) X As of date of hire. - OR
 120 Number of days after date of hire.
 Number of months after date of hire.

For ALL Plan Years, the following policy will apply:

- X As of date of hire - OR
 120 Number of days after date of hire.
 Number of months (no more than 36 months) after

date

of hire.

Entry Date

The Entry Date is the date when an Employee who has met the Eligibility Requirements will be able to begin participation in the Plan. This will mean one of the following:

(3 is selected)

Select either : (1), (2) (3) (4) or (5).

- (1) Date Eligibility Requirements are met.
- (2) First day of pay period following the date the eligibility requirements were met.
- (3) First day of the month following the date the eligibility requirements were met.
- (4) First day of the Plan quarter following the date the eligibility requirements were met.
- (5) First day of Plan Year following the date the Eligibility Requirements were met.

ITEM V - CONTACTS AND RESPONSIBILITIES

Benefits Coordinator

The individual at the Employer to whom Employees should direct communications and inquiries.

Name ELEANOR HAUGH
 Title MANAGER BENEFITS
 Phone (216) 443-3539
 Company Name COUNTY OF CUYAHOGA
 Street Address 1255 EUCLID AVENUE
 City CLEVELAND State OHIO Zip 44115

Acceptance of Legal Process

The individual at the Employer who accepts service of legal process.

Name WILLIAM MASON
 Title COUNTY PROSECUTOR
 Phone (216) 443-7747
 Company Name COUNTY OF CUYAHOGA
 Street Address 1200 ONTARIO STREET
 City CLEVELAND State OHIO Zip 44113

ITEM VI - CAFETERIA PLAN BENEFITS

- ☐ Core Health Benefits..... See Section 5.1 of the Plan
- ☐ Non-Core Supplemental Health Benefits..... See Section 5.2 of the Plan
- ☐ Group Term Life Benefits..... See Section 5.3 of the Plan
- ☐ Short Term Disability Benefits..... See Section 5.4 of the Plan
- ☐ Long Term Disability Benefits..... See Section 5.5 of the Plan
- ☐ Cash Benefits..... See Section 5.6 of the Plan
- ☐ Medical Expense Reimbursement Benefits..... See Section 5.7 of the Plan
- ☐ Dependent Care Assistance Benefits..... See Section 5.8 of the Plan
- ☐ Vacation Purchase Program See Section 5.9 of the Plan
- ☐ Individually Owned Medical Insurance Benefits..... See Section 5.10 of the Plan
- ☐ Vision or Dental Expense Reimbursement Benefits..... See Section 5.11 of the Plan

ITEM VII - MAXIMUM CONTRIBUTION AMOUNTS FOR QUALIFIED BENEFITS

The overall Maximum Contribution Amounts for all Qualified Benefits per Plan Year any Employee may have is \$10,000. This maximum amount is not to exceed the estimated annual salary of the lowest paid "eligible" employee on the payroll which will be prorated for any initial Plan Year less than twelve months.

ITEM VIII - FLEXIBLE SPENDING ACCOUNT ELECTIONS

The Closing Period is the period of time that begins after the Plan Year Ends (to allow Participants sufficient time to submit Claims for payment of Qualified Expenses incurred during the Plan Year not yet reimbursed) and terminates on the Closing Date which is hereby set to be: MARCH 31 (90 DAYS)

The Minimum Check Amount (that amount below which will not be paid for an otherwise eligible claim until the Participant's unpaid claims accumulate above this Minimum Amount or until the final processing cycle for the Plan Year, whichever comes first) is hereby set to be: \$25.00.

The person, committee and/or entity designated above as the "Plan Administrator" will maintain accounting records for the Participants' activity for Flexible Spending Account Benefits.

FOR MEDICAL AND DENTAL EXPENSES REIMBURSEMENT PLAN

The Maximum Annual Contribution Amount for Medical and Dental Expenses Reimbursement Benefit per Plan Year any Employee may have is (1) that amount which is left after subtracting the total of the Participant's annual elections for Premium Benefits and Dependent Care Assistance Benefits from the Maximum Contribution Amount specified in Article VII above, or (2) the amount specified herein as \$ 2,080. This amount will be prorated for the initial Plan Years less than twelve months.

Minimum Contribution for this Benefit per Plan Year per Employee is the greater of \$130.00

FOR DEPENDENT CARE ASSISTANCE PLAN

The Maximum Amount of Dependent Care Assistance Benefits provided for any Participant during any Plan Year may not exceed the amount specified in Code Section 129 which itself is limited to the Cafeteria Plan's overall Maximum Contribution Amount specified in Item VII above. Currently the statutory maximum amount is five thousand dollars (\$5,000), or, if the Participant is married and files a separate Federal income tax return, two thousand five hundred dollars (\$2,500).

If so desired, the Employer may elect to lower amounts than the benefit's statutory maximum and does so by specifying those lesser amounts herein as follows: \$5,000. and \$2,500. respectively for any Participant pursuant to the Participant's Salary Reduction Agreement prorated for the number of months in which the Plan is effective (for an initial Plan Year of less than twelve months) or the number of months that the Participant's Salary Reduction Agreement is effective within such Plan Year; whichever is less.

Minimum Contribution for this Benefit per Plan Year per Employee is the greater of \$130.00

ITEM IX - INCORPORATION BY REFERENCE

The actual terms and conditions of the separate benefits offered under this Plan are contained in separate, written documents governing each respective benefit, and will govern in the event of a conflict between the individual plan document and the Employer's Cafeteria Plan adopted through this Agreement as to substantive content. To that end, each such separate document, as amended or subsequently replaced, is hereby incorporated by reference as if fully recited herein.

Enrollment materials to the extent adopted herein are hereby incorporated by this reference into this Plan as they may pertain to those underlying Benefit Plans, Programs, and/or Policies adopted.

ITEM X - ENROLLMENT PERIODS

1. **PLAN YEAR:** The first Plan Year shall be the period commencing on JANUARY 1 and ending DECEMBER 31. All subsequent Plan Years shall be the 12-month period commencing on JANUARY 1, ending DECEMBER 31.

2. ENROLLMENT PERIODS:


(1) Each Eligible Employee who meets the requirements on OCTOBER 1 shall have an initial enrollment period which shall begin on OCTOBER 1 and shall terminate on DECEMBER 31. Each Eligible Employee who meets the requirements after OCTOBER 1 shall have an initial enrollment period which shall begin on the first day after the Employee has met the requirements and shall terminate 92 days thereafter.

(2) Each Participant shall have a regular enrollment period during which to make elections for the immediately ensuing Plan Year. The regular enrollment period for such Plan Year shall commence on OCTOBER 1 prior to such Plan Year and shall terminate 92 days thereafter DECEMBER 31.

(3) A Participant who incurs a change in family status, shall have a Special Enrollment Period which shall begin on the date of his or her family status change and shall terminate 60 days thereafter.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate as of the date first above written by their respective officers duly authorized to do so.

THE COUNTY OF CUYAHOGA

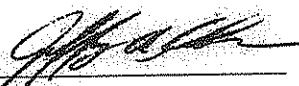
BY: 
Signature

Name (Please Print or Type)

Title

Date

NORTHWEST GROUP SERVICES AGENCY, INC.

BY: 
Signature

Jeff Smelcer
Name (Please Print or Type)

President
Title

October 18, 2010
Date