

**ORDER: APPROVE TWO YEAR REVISION OF CIMPLX ACA
SOFTWARE AGREEMENT**

Motion was made by Mike Pickens, duly seconded by Robert Blackmon, to approve two year revision of Cimplx ACA software agreement.


The vote on the motion was as follows:

Supervisor Mike Pickens, voted yes
Supervisor Jeff Busby, voted yes
Supervisor Robert Blackmon, voted yes
Supervisor Chad McLarty, voted yes
Supervisor Mike Roberts, voted yes

After the vote, President Busby, declared the motion carried, this the 16th day of November, 2015.



Jeff Busby, President
Board of Supervisors



Sherry Wall, Chancery Clerk

Initial Setup Fee

\$ 999

up to 1,000 employees

Service Fee

\$ 1.50

PEPM (up to 1,000 EE)

**Bundled mail
& e-file**

\$ 3 per

EMPLOYEE

**Preferred Compliance
Action Center Pricing**

Employees

Monthly

up to 1,000 EE

\$1.50 PEPM
(minimum \$250/mo)

1,001+ EE

\$0.50 PEPM

OPTIONAL SERVICES

Additional Login - \$100/mo.

1095-C Employee Distribution:

\$2 per Employee Notified

1094-C/1095-C IRS e-file:

\$2 per Employee Filed

Bundled mail + e-file

\$3 per form bundle

ESTIMATE: 1095-C Filing/Board of Supervisors

Based on 1,000 employees

\$999 Initial Setup Fee

\$1,500 2015 Q4 Surcharges

\$1,500 2015 Q4 Surcharges

\$1,500 2015 Q4 Surcharges

* Clients who do not wish to pay the 2015 Q4 surcharge will have the option of signing an agreement for a 2-year term instead of the month to month agreement that is usually requested

This estimate is valid through November 30, 2015.

MASTER SOFTWARE AS A SERVICE AGREEMENT

This agreement ("Agreement") is entered into, to be effective from **November 3, 2015 through November 2, 2017** ("Effective Date"), by and between (company name) Lafayette County
located at 300 N. Lamar Blvd Oxford MS 38655
("Subscriber") and **ACA Compliance Services, Inc.** located at PO Box 573, 114 East Main St., Suite 201, Rock Hill, SC 29730 ("Service Provider").

RECITALS

WHEREAS, Subscriber requires third-party hosted "software as a service" (the "Services," as further described herein) with respect to certain of its information technology needs;

WHEREAS, Subscriber requested a proposal from Service Provider for such Services;

WHEREAS, Service Provider has experience and expertise in the business of providing the Services;

WHEREAS, Service Provider submitted a proposal to Subscriber to perform such Services on behalf of Subscriber;

WHEREAS, based on Service Provider's superior knowledge and experience relating to such Services, Subscriber has selected Service Provider to provide and manage the Services;

WHEREAS, Service Provider wishes to perform the Services and acknowledges that the successful performance of the Services and the security and availability of Subscriber's data ("Subscriber Data," as further described herein) are critical to the operation of Subscriber's business; and,

WHEREAS, Service Provider has agreed to provide the Services to Subscriber, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and representations set forth in this Agreement, the parties hereby agree as follows:

- 1) **The Services.** This Agreement sets forth the terms and conditions under which Service Provider agrees to license to Subscriber certain hosted software and provide all other services necessary for productive use of such software including customization / integration, user identification and password change management, data import / export, monitoring, technical support, maintenance, training, backup and recovery, and change management (the "Services") as further set forth on an Exhibit B.
- 2) **Support; Maintenance; Additional Services**
 - a) **Technical Support.** Service Provider shall provide the Technical Support described in an Exhibit B. The Services Fees shall be inclusive of the fees for the Technical Support.
 - b) **Maintenance.** Service Provider shall provide bug fixes, corrections, modifications, enhancements, upgrades, and new releases to the Services to ensure: (a) the functionality of the Services, as described in the Documentation, is available to Authorized Users; (b) the functionality of the Services in accordance with the representations and warranties set forth herein, including but not limited to, the Services conforming in all material respects to the specifications, functions, descriptions, standards, and criteria set forth in the applicable Exhibit B and the Documentation;

- c) **Customization / Integration Services.** Service Provider shall provide the Customization / Integration Services, if any, described in an Exhibit B. The Services Fees shall be inclusive of the fees for the Customization / Integration Services.
 - d) **Training Services.** Service Provider shall provide the Training Services, if any, described in an Exhibit B. The Services Fees shall be inclusive of the fees for the Training Services.
- 3) **Escrow Agreement.** Available upon request and for a fee, the Service Provider will agree to place in escrow with an escrow agent copies of the most current version of the source and object code for the applicable software that is included as a part of the Services as well as all necessary components to ensure proper function of such software including but not limited to any application program interfaces, configuration files, schematics of software components, build instructions, procedural instructions, and other documentation (collectively, the "Software").
- 4) **Change Control Procedure.** Subscriber may, upon written notice, request changes to the scope of the Services under an Exhibit B. If Subscriber requests an increase in the scope, Subscriber shall notify Service Provider, and, not more than five (5) business days (or other mutually agreed upon period) after receiving the request, Service Provider shall notify Subscriber whether or not the change has an associated cost impact. If Subscriber approves, Subscriber shall issue a change control, which will be executed by the Service Provider.
- 5) **Term and Termination; Renewals.**
- a) **Term.** This Agreement is legally binding as of the Effective Date and shall continue for two years from the effective date or until terminated as provided for herein.
 - b) **Termination for Cause.** Without limiting the right of Service Provider to immediately terminate this Agreement or an Exhibit B for cause effective upon notice as provided for below, if either party materially breaches any of its duties or obligations hereunder and such breach is not cured, or the breaching party is not diligently pursuing a cure to the non-breaching party's sole satisfaction, within thirty (30) calendar days after written notice of the breach, the non-breaching party may terminate this Agreement or an Exhibit B for cause as of a date specified in such notice, or the expiration of the above thirty (30) day period, whichever is later.
 - i) **Termination by Service Provider for Cause – Effective Upon Notice.** to the fullest extent permitted by law, Service Provider has the right, at its option, to terminate this Agreement and all rights granted Subscriber under this Agreement for Cause, without affording Subscriber any opportunity to cure any default, effective upon receipt of notice by Subscriber, upon the occurrence of any of the following events:
 - (1) **Violation of Restrictive Covenants.** If Subscriber, or any related entity or any individual subject to the restrictive covenants herein, violates one (1) or more of those covenants;
 - (2) **Criminal Conviction.** If Subscriber or any of its principals is convicted of a felony, a crime involving moral turpitude, or any crime or offense that is reasonably likely, in the sole and absolute discretion of Service Provider, to materially or unfavorably affect the goodwill and reputation of Service Provider;
 - (3) **Repeated Noncompliance.** If Subscriber has received three (3) or more notices of default from Service Provider within any twelve (12) month period, regardless of whether the defaults were cured by Subscriber;
 - (4) **Unauthorized Transfer.** If Subscriber transfers or otherwise assigns this Agreement or any rights or obligations under this Agreement, in whole or in part, without notifying and thereafter receiving written permission from Service Provider;

- (5) **Failure to Honor Payment Obligations.** Subscriber fails or refuses to comply with Subscriber payment obligations as set forth in Section Six (6) herein, and fails to correct said delinquency within the time frame set forth in Section 6(a).
- ii) **Termination for Cause – 30-Days Notice.** Either party may terminate this Agreement for Cause, effective upon thirty (30) days written notice, if the other party breaches any provision of this Agreement except those listed in Section 5(c)(i), and fails to cure the default during the 30-day period. In that event, this Agreement terminates without further notice, effective upon expiration of the thirty (30) day period. Defaults include, but are not limited to, the following:
- (1) **Failure to Comply with conditions of Participation.** Subscriber fails or refuses to comply with the conditions of participation in the Program as set forth herein;
- (2) **Failure to Obtain Consent.** Subscriber fails, refuses or neglects to obtain Service Providers prior written approval or consent as required by this Agreement; or
- (3) **Breach of Related Agreement.** Subscriber defaults under any term of any agreement material to its relationship with Service Provider, including, but not limited to, any agreement Subscriber enters into with any affiliate of Service Provider or any other related agreement with Service Provider, and such default is not cured within the time specified in the relevant agreement.
- c) **Payments upon Termination.** Upon the termination of this Agreement or an Exhibit B, Subscriber shall pay to Service Provider all amounts due and payable hereunder, for services due and payable under the terms of this contract and as outlined in Exhibit B if any, and Service Provider shall pay to Subscriber all amounts due and payable hereunder, such as prepaid fees, if any.
- d) **Return of Subscriber Data.** Upon the termination of this Agreement or an Exhibit B, Service Provider shall, within ten (10) business day following the termination of this Agreement or an Exhibit B, provide Subscriber, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Service Provider), with a final extract of the Subscriber Data in a common format. Further, Service Provider shall certify to Subscriber the destruction of any Subscriber Data within the possession or control of Service Provider but such destruction shall occur only after the Subscriber Data has been returned to Subscriber. This Section shall survive the termination of this Agreement.

6) Billing

- a) Usage of Service Provider products and services constitutes customer's acceptance of Service Provider billing policy. Following is Service Provider's billing policy with which all customers must comply:
- i) All accounts are set up on a prepaid basis. Payment of the initial setup fee (see Exhibit A) must be received by Service Provider before any billable product or service is provided/activated.
- ii) Invoice and payment receipts are available to customers upon request.
- iii) Subscriber shall be responsible for and shall pay to Service Provider the fees as further described in an Exhibit A, subject to the terms and conditions contained in this Agreement and such Exhibit B.
- iv) Any sum due Service Provider for the Services for which payment is not otherwise specified shall be due and payable upon receipt by Subscriber of an invoice from Service Provider. The Service Provider will bill for the Services at the beginning of the each month. The Service Provider will determine on the 28th of each month the total number of active employee being tracked as described

in Exhibit A and thus are eligible to be billed for the following month. The Service provider will provide the Subscriber a monthly bill or invoice by the 1st of each month.

- v) **Late Fee:** All accounts more than thirty (30) days past due may be assessed a Late Fee. No fewer than three attempts to contact the Subscriber will be made before any late fee is assessed.
 - vi) **Delinquent Accounts:** If Subscriber is thirty (30) days delinquent in payment to Service Provider, Service Provider will send a Notice of late payment to Subscriber that will include a Late Fee of 1.5 per cent of the delinquent payment. If Subscriber fails to pay the outstanding balance, including Late Fee, within sixty (60) days after the initial due date for payment, all Services will be suspended until full payment is made (late fees will continue to accrue at a rate of 1.5 per cent per month of the then outstanding balance). If Subscriber is not fully current in payments and Late Fees by the ninetieth (90th) day of the initial delinquency, this Agreement will be terminated for cause and Service Provider reserves all rights with regard to collection of all outstanding balances.
- b) **Fees.**
- i) **Late Fee.** Service Provider may assess a \$15.00 late fee for accounts 30 days past due.
 - ii) **Returned Checks.** Service Provider may assess a \$50.00 processing fee on all returned checks.
 - iii) **Collections Fee.** In the even an account is submitted to a third-party collections service, a \$15.00 processing fee may be assessed to the existing account balance. This fee is in addition to any other fees previously assessed on the account.
 - iv) **Interest.** Any charges not paid when due are subject to interest at a rate equal to the lesser of (1) one and one-half percent (1.5%) per month; or (ii) the maximum interest rate allowed by applicable law.
- c) **Taxes.** Subscriber represents and warrants that it is an independent contractor for purposes of federal, state, and local taxes. Subscriber agrees that Service Provider is not responsible to collect or withhold any such taxes, including income tax withholding and social security contributions, for Subscriber. Any and all taxes, interest, or penalties, including any federal, state, or local withholding or employment taxes, imposed, assessed, or levied as a result of this Agreement shall be paid or withheld by Subscriber.

7) Representations and Warranties

- a) Service Provider represents and warrants that:
- i) it has the expertise to perform the Services in a competent, workmanlike, and professional manner and in accordance with the highest professional standards;
 - ii) it will use its best efforts to ensure that no computer viruses, malware, or similar items (collectively, a "Virus") are introduced into Subscriber's computing and network environment by the Services, and that, where it transfers a Virus to Subscriber through the Services, it shall reimburse Subscriber the actual cost incurred by Subscriber to remove or recover from the Virus, including the costs of persons employed by Subscriber;

- iii) the Services are free of any mechanism which may disable the Services and Service Provider warrants that no loss of Subscriber Data will result from such items if present in the Services;

8) Subscriber Data.

- a) **Ownership.** Subscriber's data ("Subscriber Data," which shall also be known and treated by Service Provider as Confidential Information) shall include: (a) Subscriber's data collected, used, processed, stored, or generated as the result of the use of the Services; and, (b) personally identifiable information ("PII") collected, used, processed, stored, or generated as the result of the use of the Services, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements listed herein. Subscriber Data is and shall remain the sole and exclusive property of Subscriber and all right, title, and interest in the same is reserved by Subscriber. This Section shall survive the termination of this Agreement.
- b) **Service Provider Use of Subscriber Data.** Service Provider is provided a limited license to Subscriber Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display Subscriber Data only to the extent necessary in the providing of the Services. Service Provider shall: (a) keep and maintain Subscriber Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose Subscriber Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Agreement, the applicable Exhibit B, and applicable law; and, (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available Subscriber Data for Service Provider's own purposes or for the benefit of anyone other than Subscriber without Subscriber's prior written consent. This Section shall survive the termination of this Agreement.
- c) **Backup and Recovery of Subscriber Data.** As a part of the Services, Service Provider is responsible for maintaining a backup of Subscriber Data and for an orderly and timely recovery of such data in the event that the Services may be interrupted. Unless otherwise described in an Exhibit B, Service Provider shall maintain a contemporaneous backup of Subscriber Data that can be recovered within twenty-four (24) hours at any point in time. Any backups of Subscriber Data shall not be considered in calculating storage used by Subscriber.

9) Data Privacy and Information Security

- a) **Undertaking by Service Provider.** Without limiting Service Provider's obligation of confidentiality as further described herein, Service Provider shall be responsible for establishing and maintaining a data privacy and information security program for Subscriber Data in the Service Provider's possession, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the Subscriber Data; (b) protect against any anticipated threats or hazards to the security or integrity of the Subscriber Data; (c) protect against unauthorized disclosure, access to, or use of the Subscriber Data; (d) ensure the proper disposal of Subscriber Data; and, (e) ensure that all employees, agents, and subcontractors of Service Provider, if any, comply with all of the foregoing.

10) **Proprietary Rights.**

- a) **Pre-existing Materials.** Subscriber acknowledges that, in the course of performing the Services, Service Provider may use software and related processes, instructions, methods, and techniques that have been previously developed by Service Provider (collectively, the "Pre-existing Materials," which shall include the Services) and that the same shall remain the sole and exclusive property of Service Provider.
- b) **No License.** Except as expressly set forth herein, no license is granted by either party to the other with respect to the Confidential Information or Pre-existing Materials. Nothing in this Agreement shall be construed to grant to either party any ownership or other interest, in the Confidential Information or Pre-existing Materials, except as may be provided under a license specifically applicable to such Confidential Information or Pre-existing Materials.
- c) The provisions of this Section shall survive the termination of this Agreement.

11) **Indemnification; Limitation of Liability; Insurance.**

- a) **Software Indemnification.** Service provider agrees to hold harmless and defend Subscriber against any action brought against Subscriber to the extent that such action is based on a claim that Service Provider's unmodified Software when used in accordance with this Agreement, infringes a United States copyright, provided, that Subscriber promptly notifies Service Provider in writing of any claim, gives Service Provider sole control of the defense and settlement thereof and provides all reasonable assistance in connection therewith. If the said Software is finally adjudged to so infringe, or in Service Provider's opinion is likely to become the subject of such a claim, Service Provider shall, at its option, either:
 - i) procure for Subscriber the right to continue using the Software,
 - ii) modify or replace the Software to make it noninfringing, or
 - iii) refund the fee paid, less reasonable depreciation, upon return of the Software. Service Provider shall have no liability regarding any claim arising out of: (1) use of other than a current, unaltered release of the Software, unless the infringing portion is also in the then current, unaltered release, (2) use of the Software in combination with non-Service Provider software, data or equipment if the infringement was caused by such use or combination, (3) any modification or derivation of the Software not specifically authorized in writing by Service Provider, or (4) use of third party software. THE FOREGOING STATES THE ENTIRE LIABILITY OF SERVICE PROVIDER AND THE EXCLUSIVE REMEDY FOR SUBSCRIBER RELATING TO INFRINGEMENT OR CLAIMS OF INFRINGEMENT OF ANY COPYRIGHT OR OTHER PROPRIETARY RIGHT BY THE [SOFTWARE]
- b) Except for the foregoing infringement claims, Subscriber shall indemnify and hold harmless Service Provider, its officers, agents and employees, from and against any claims, demands, or causes of action whatsoever, including without limitation those arising on account of Subscriber's modification or enhancement of the Software or otherwise caused by, or arising out of, or resulting from, the exercise or practice of the license granted hereunder by Subscriber, its Subsidiaries or their officers, employees, agents or representatives.
- c) **Limitation of Liability.** NOTWITHSTANDING ANY OTHER PROVISION SET FORTH HEREIN, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, AND / OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE FOREGOING EXCULPATION OF LIABILITY SHALL NOT APPLY WITH RESPECT TO DAMAGES INCURRED AS A RESULT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY. A PARTY SHALL BE LIABLE TO THE OTHER FOR ANY DIRECT

DAMAGES ARISING OUT OF OR RELATING TO ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE LIABILITY OF A PARTY, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, EQUITY, NEGLIGENCE, TORT, OR OTHERWISE FOR ALL EVENTS, ACTS, OR OMISSIONS UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID OR PAYABLE UNDER THIS AGREEMENT, AND PROVIDED, FURTHER, THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO: (A) A PARTY'S OBLIGATIONS OF INDEMNIFICATION, AS FURTHER DESCRIBED IN THIS AGREEMENT; (B) DAMAGES CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR, (C) A PARTY'S BREACH OF ITS OBLIGATIONS OF CONFIDENTIALITY, AS FURTHER DESCRIBED IN THIS AGREEMENT. This Section shall survive the termination of this Agreement.

- d) **Insurance.** Service Provider shall, at its own expense, procure and maintain in full force and effect during the term of this Agreement, policies of insurance, of the types and in the minimum amounts as follows, with responsible insurance carriers duly qualified in those states (locations) where the Services are to be performed, covering the operations of Service Provider, pursuant to this Agreement: commercial general liability (\$1,000,000 per occurrence, \$2,000,000 aggregate); workers' compensation (statutory limits) and employers' liability (\$500,000 per accident); and, professional liability (\$1,000,000 per occurrence, \$1,000,000 aggregate).

12) General.

- a) **Relationship between Subscriber and Service Provider.** Service Provider represents and warrants that it is an independent contractor with no authority to contract for Subscriber or in any way to bind or to commit Subscriber to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of Subscriber. Under no circumstances shall Service Provider, or any of its staff, if any, hold itself out as or be considered an agent employee, joint venture, or partner of Subscriber. In recognition of Service Provider's status as an independent contractor, Subscriber shall carry no Workers' Compensation insurance or any health or accident insurance to cover Service Provider or Service Provider's agents or staff, if any. Subscriber shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, any other applicable taxes whether federal, state, or local, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Neither Service Provider nor its staff, if any, shall be eligible for, participate in, or accrue any direct or indirect benefit under any other compensation, benefit, or pension plan of Subscriber.
- b) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the South Carolina and the federal laws of the United States of America. Service Provider hereby consents and submits to the jurisdiction and forum of the state and federal courts in the South Carolina in all questions and controversies arising out of this Agreement.
- c) **Attorneys' Fees and Costs.** In any arbitration, litigation, or other proceeding, informal or formal, by which one party either seeks to enforce this Agreement or seeks a declaration of any rights or obligations under this Agreement, the non-prevailing party shall pay the prevailing party's costs and expenses, including but not limited to, reasonable attorneys' fees.
- d) **Compliance with Laws; Subscriber Policies and Procedures.** Both parties agree to comply with all applicable federal, state, and local laws, executive orders and regulations issued, where applicable. Service Provider shall comply with Subscriber policies and procedures where the same are posted, conveyed, or otherwise made available to Service Provider.
- e) **Force Majeure; Excused Performance.** Neither party shall be liable for delays or any failure to perform the Services or this Agreement due to causes beyond its reasonable control. Such delays include, but are not limited to, fire, explosion, flood or other natural catastrophe, governmental legislation, acts,

orders, or regulation, strikes or labor difficulties, to the extent not occasioned by the fault or negligence of the delayed party. Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed party. However, the delayed party shall use its best efforts to minimize the delays caused by any such event beyond its reasonable control. Where Service Provider fails to use its best efforts to minimize such delays, the delays shall be included in the determination of Service Level achievement. The delayed party must notify the other party promptly upon the occurrence of any such event, or performance by the delayed party will not be considered excused pursuant to this Section, and inform the other party of its plans to resume performance. A force majeure event does not excuse Service Provider from providing Services and fulfilling its responsibilities relating to the requirements of backup and recovery of Subscriber Data. In no event shall any of the following constitute a force majeure event: (a) failure, inadequate performance, or unavailability of Service Provider's subcontractors, if any; or, (b) configuration changes, other changes, Viruses, or other errors or omissions introduced, or permitted to be introduced, by Service Provider that result in an outage or inability for Subscriber to access or use the Services. Within thirty (30) calendar days following the Effective Date and on an annual basis thereafter until the termination of this Agreement, Service Provider shall provide its then-current business continuity plan ("Business Continuity Plan") to Subscriber upon Subscriber's request. The Business Continuity Plan shall include: (a) Services and Subscriber Data backup and recovery procedures; (b) fail-over procedures; and, (c) how Service Provider will interact with its business continuity suppliers, if any. Service Provider shall test its Business Continuity Plan on an annual basis until the termination of this Agreement and shall provide the test results to Subscriber upon Subscriber's request.

- f) **Advertising and Publicity.** Service Provider shall not refer to Subscriber directly or indirectly in any advertisement, news release, or publication without prior written approval from Subscriber.
- g) **No Waiver.** The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect that party's right to enforce such provisions, nor shall the waiver by either party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision.
- h) **Notices.** Any notice given pursuant to this Agreement shall be in writing and shall be given by personal service or by United States certified mail, return receipt requested, postage prepaid to the addresses appearing at the end of this Agreement, or as changed through written notice to the other party. Notice given by personal service shall be deemed effective on the date it is delivered to the addressee, and notice mailed shall be deemed effective on the third day following its placement in the mail addressed to the addressee.
- i) **Assignment of Agreement.** This Agreement and the obligations of Service Provider hereunder are personal to Service Provider and its staff. Neither Subscriber nor any successor, receiver, or assignee of Subscriber shall directly or indirectly assign this Agreement or the rights or duties created by this Agreement, whether such assignment is effected in connection with a sale of Subscriber's assets or stock or through merger, an insolvency proceeding or otherwise, without the prior written consent of Service Provider.
- j) **Entire Agreement.** This Agreement and its attached exhibits constitute the entire agreement between the parties and supersede any and all previous representations, understandings, or agreements between Subscriber and Service Provider as to the subject matter hereof. This Agreement may only be amended by an instrument in writing signed by the parties. This Agreement shall be construed without regard to the party that drafted it. Any ambiguity shall not be interpreted against either party and shall, instead, be resolved in accordance with other applicable rules concerning the interpretation of contracts.

- k) **Cumulative Remedies.** All rights and remedies of Service Provider herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance against Subscriber for the enforcement of this Agreement, and temporary and permanent injunctive relief.

Executed on the dates set forth below by the undersigned authorized representative of Subscriber and Service Provider to be effective as of the Effective Date.

Lafayette County
(SUBSCRIBER)

Jeff Busby
Signature

Jeff Busby
Printed Name

Board President
Title

jjohnson@lafayettecoms.com
Email

11-17-15
Date

Address for Notice:

Who will be responsible for your COMPLIANCE ACTION CENTER system?

Joseph Johnson
COMPLIANCE ACTION CENTER System
Administrator Name

662-236-2717
COMPLIANCE ACTION CENTER System
Administrator Phone

jjohnson@lafayettecoms.com
COMPLIANCE ACTION CENTER System
Administrator Email

Stacie Vanlandingham
Accounts Payable Contact Name

stacie.v@lafayettecoms.com
Accounts Payable Contact Email

ACA COMPLIANCE SERVICES, INC
(SERVICE PROVIDER)

By: Jonathan A. Ferguson
Jonathan A. Ferguson
Chief Sales & Marketing Officer

11/2/2015
Date

Address for Notice:

PO Box 573
Rock Hill, SC 29731

EXHIBIT A
Pricing Schedule
(Subject to special terms and conditions, if applicable)

Setup fee – up to 1,000 employees (1,001+ call for custom quote)	\$999
Per Employee Per Month fee for services (up to 1,000)	\$1.50 / month (PEPM) Minimum \$250/mo
Per Employee Per Month fee for services (1,001+)	\$0.50 / month (PEPM)
OPTIONAL SERVICES	
Additional set of credentials for access to the software	\$100 / seat
I.R.S. e-filing of 1094C and 1095Cs	\$2 for each e-filed form
Mailing of 1095Cs to all applicable employees	\$2 for each mailed 1095C
Bundled mail & e-file services	\$3 per form bundle
Special terms & conditions: \$999 setup fee and \$270 / month for services based on 180 EE	

Billable Employees

All employees displayed on the software's Active Employee List are counted and recorded on the 28th of each calendar month and billed to the client on the 1st week of each month.

- Employees are only removed from the Active Employee List by completion of an "Absence" event by the end user client.
- An Absence event will only be completed after all previous employee events have been asked and answered by the client.
- An employee who leaves payroll without the employer completing all required Actions will continue to be on the Active Employee List and Billable until the Absence Action is completed.
- The Absence Action is triggered when an employee trips either Parity or the 13 Week rule by PPACA regulations.

EXHIBIT B

Service Provider's Software as a Service Statement of Services

This Exhibit B - Service Provider's Software as a Service Statement of Services shall be incorporated in and governed by the terms of this Service Agreement (the "Agreement"). Unless expressly provided for in this Exhibit B, in the event of a conflict between the provisions contained in the Agreement and those contained in this Exhibit B, the provisions contained in this Exhibit B shall prevail.

Services Description

- COMPLIANCE ACTION CENTER SOFTWARE interface as provided via RDP Application Remote Desktop Protocol.
- Seat Access includes Data storage and Log-On Credentials

Service Fees.

- As described in Exhibit A

Start Date and End Date.

- COMPLIANCE ACTION CENTER SOFTWARE interface is provided for the term of 11/3/2015 through 11/2/17.
- Data will be stored and maintained with Service Provider as long as Seat Access is maintained.

Authorized Users and Services Fees:

- Subscriber may add Seats as needed at a rate of \$100.00 per month. One seat is required for each company serviced by COMPLIANCE ACTION CENTER SOFTWARE and is included in the Base Price for Services.

Storage Threshold(s):

- As needed to support COMPLIANCE ACTION CENTER SOFTWARE.

Storage Fees:

- Data storage fee is included in the Base Price for Services. If Subscriber stops the COMPLIANCE ACTION CENTER SOFTWARE interface service, the data will continue to be stored as long as the Base Price for Services is paid.

Technical Support Description:

- Service Provider will provide to Subscriber telephone and email support ("Technical Support") from 9AM to 5PM EST, Monday-Friday excluding any Federal Holidays. Technical Support will include any research and resolution activity performed by Service Provider.

Training Services:

- Instruction Manuals will be included via website at www.cimplx.com. Initial Training of up to four hours via GoToMeeting.com will be provided with each Seat. Any additional training needed may be handled through the Technical Support Description.

COMPLIANCE ACTION CENTER – Scope of Services

Payroll
Initial and standard measurement period calculations
Retrospective tracking of hours for measurement periods
Tracks hours in real time to determine part time, variable and full time status
Provides alerts as employees approach 30 hours
Provides ability to track different measurement & stability periods simultaneously within the same employer
Handles measurement period rules for certain industries: schools, healthcare, staffing firms and other complicated structures
Handles hourly data from multiple sources and prior periods
Tracks variable hour measurement by locations, employee classification, division or other variable
ACA
Determines if offer of coverage affordability requirements are met under one or more safe harbor rules as defined by the client
Administers non-calendar year plans with multiple effective dates
Handles rule of parity and various waiting period rules
Manages unlimited hire, termination, rehire and employee class changes
Measures and reports on offer of coverage (95%) and employer mandate requirements
Manages multi-employer interim rate relief for Union plans
Calculates and estimates potential A & B penalties
1095
Completes 1094 and 1095C Forms for employers and employees
Electronic distribution of 1095C forms to employees
Mail fulfillment of 1095C to employee's home *
Prepares E-filing format for IRS
Files 6055/6056 forms on behalf of the employer **
ACA Support
Consults client on issues related to ACA obligations
Consults client on legislation and government agency definitions
Identifies full-time versus part-time employees
Vendor will indemnify clients from any errors of the vendor's creation
Reporting & Analytics
Provide real-time reporting of immediate action items
Online dashboards for easy access to key metrics
Safe Harbor – provide guidance on handling rehires, new hires, leaves of absence, and misalignment of pay periods to measurement periods
Provide real-time reporting of immediate action items
Management and financial reporting forecasting exposure and non-compliance costs
Comprehensive ability to access individual employee data for the purpose of forensic analysis
Offers Ad Hoc reporting, ability to schedule and send reporting (output is available in a variety of formats: e.g. Excel, CSV, XML)
Support
Support for system issues
Client training and ongoing support
Dedicated customer service representative with strong knowledge of ACA and 6055/6056
Dedicated implementation manager
Call center for regulatory/compliance issues
Data/Security
PII is encrypted in database
Secure login process
Backup, security and disaster recovery process in place
Adequate server capacity for heavy usage
Secure Hosting Facility

* COMPLIANCE ACTION CENTER prepares the 6055 & 6056 forms and will provide print/mail services for an additional fee

** COMPLIANCE ACTION CENTER will offer e-File services for an additional fee