

**Resolution 2024-048**

**Renewing the Engagement Letter for FMLA TPA (Chard-Snyder)**

The Board of Trustees of Franklin Township, Franklin County, Ohio, met in person in a Regular Meeting at 12:00 p.m. on Thursday, April 4, 2024. The trustee marked below made a motion for the adoption of the following Resolution:

*Leezer*

*Fleshman*

*Blevins*

**BE IT RESOLVED** by the Board of Trustees of Franklin Township, Franklin County, Ohio, that the Board approves Chard-Snyder Benefit Solutions as its third-party administrator (TPA) for Family Medical Leave Act (FMLA) leave administration per the proposal. (see exhibit)

1. The estimated monthly fee is \$142.50 based on current staffing which will fluctuate (with a minimum charge of \$125); and
2. The price is guaranteed for three years from the effective date of 7/1/24; and
3. The fee includes onboarding of staff, an assigned case manager, employer portal for access, employee communication and coordination throughout the process, management of documentation, FMLA workflow and return to work, real-time updates with the employer, and various means of customer service.
4. The township administrator, or designee, shall be the contact person.

**BE IT FURTHER RESOLVED** that all formal actions of this Board concerning and relating to the adoption of this Resolution were passed in an open meeting of this Board and that all deliberations of this Board and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

**BE IT FURTHER RESOLVED** that this Resolution shall be declared an emergency and shall be in full force effective immediately upon its adoption.

*The following trustee marked below seconded the motion:*

*Leezer*

*Fleshman*

*Blevins*

**Resolution 2024-048**

**Renewing the Engagement Letter for FMLA TPA (Chard-Snyder)**

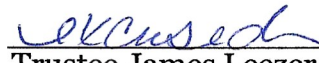
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*Roll was called for the adoption of the Resolution, and the vote was as follows:*

**Leezer:**  YES/  NO

**Fleshman:**  YES/  NO

**Blevins:**  YES/  NO

  
Trustee James Leezer

  
Trustee John Fleshman

  
Trustee Mike Blevins

*Adopted on April 4, 2024  
Attested to on this 4th day of April 2024*

  
Fiscal Officer Linzie Justus

THIRD PARTY ADMINISTRATOR ADMINISTRATIVE SERVICE AGREEMENT  
FMLA ADMINISTRATION

FRANKLIN TOWNSHIP BOARD OF TRUSTEES DBA FRANKLIN TOWNSHIP

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1. Introduction

- **TPA Service Statement**  
Chard, Snyder & Associates, LLC provides TPA expertise to plan sponsors for the alleviation of administrative requirements related to qualified and non-qualified employee benefit plans under current laws and regulations.
- **Administrative Agreement Description**  
The following agreement outlines applicable services and fees offered by Chard, Snyder & Associates, LLC for the implementation and administration of FMLA ("Plan"). Request for services must be authorized by execution of this agreement by Franklin Township Board of Trustees dba Franklin Township ("Plan Sponsor" or "Employer") and Chard, Snyder & Associates, LLC ("TPA").

2. TPA Service Package Synopsis

- **Services Offered**  
TPA will provide the services described in Schedule A. These services will be based upon information supplied by the Plan Sponsor and its Participants. The TPA shall perform services for each Participant in the order work is received.
- **Services Unavailable**  
TPA will not provide the following services:
  - Legal Services such as plan drafting and / or legal counsel;
  - Services required of the ERISA Plan Administrator as "defined in the Plan";
  - Services pertaining to COBRA Administration as "defined in the Plan" unless the Plan Sponsor has signed a TPA COBRA Administrative Agreement

3. Plan Sponsor Responsibilities

The Plan Sponsor shall be responsible for the following activities under this agreement associated with the setup and administration of FMLA:

- Provide TPA with current and on-going updated Leave of Absence and FMLA policies. Plan Sponsor's Policies will be used in conjunction with FMLA regulations for proper administration of the Plan Sponsor's FMLA program.
- Consult with TPA on denied leave requests to ensure that there is no missing information that is vital and could impact the denial decision.
- Provide TPA with timely and accurate notification of leave of absence requests
- Respond within three (3) days to TPA inquires in regards to incomplete requests or other information needed to determine an employee's eligibility for FMLA to ensure that federal timeframes are met for completing documentation for leave approval.

4. Reports and Data, Ownership

All reports, data, and Plan related information shall remain the sole property of the Plan Sponsor. The TPA will provide the Plan Sponsor with any requested information using the electronic or printed format as used by the TPA for administration procedures.

5. Terms of this Agreement

- **Willful Execution and Termination**  
This Agreement will be in effect beginning the date the Plan Sponsor and the TPA (the Parties of this Agreement) provide written execution and will end upon termination. Either party may

terminate this Agreement as of the first day of any Plan Year by providing a 30 (thirty) day prior written notice. Either party may terminate this Agreement during the Plan Year if the other party has materially breached this Agreement. In that case, the breaching party will have 30 (thirty) days to correct the breach. If the breaching party does not correct the breach within that time, the non-breaching will have the right to terminate the Agreement. If TPA is the breaching party and does not correct the breach in accordance with this Section, then TPA agrees to waive termination fees listed in Schedule 1 that are normally applied to terminating groups.

➤ **Automatic Termination**

This Agreement shall automatically terminate as of:

- The effective date of any legislation which makes the Plan and/or this Agreement illegal; or
- The date the Plan Sponsor becomes insolvent, bankrupt, or subject to liquidation, receivership, or conservatorship; or
- The termination date of the Plan (not to be misconstrued with the end of a Plan Year), subject to any Agreement between the Parties regarding the adjudication of Plan Benefits after the Plan is terminated.

➤ **Modifications and Amendments**

This Agreement (and the attached Schedules) represents the entire Agreement between the Parties and may not be modified or amended except in writing by the Parties to be charged.

➤ **Rights of Assignment**

This Agreement cannot be assigned without the other party's written consent.

**6. Fee Schedule and Terms of Payment**

➤ **Fees Statement and Guarantees**

The Plan Sponsor agrees to pay TPA appropriate fees as indicated in Schedule 1 and deemed necessary by this Agreement. Fees are based upon the scope of services to be performed. The TPA reserves the right to require additional fees for extraordinary expenses which include but are not limited to multi-location groups, groups which necessitate travel expenses and/or employer-requested materials and services in addition to what is provided with this Agreement. Prior notification will be given, if applicable. The fees stated in this agreement are guaranteed up to a period of 36 months commencing on the date of this agreement.

➤ **Fee Frequency**

The TPA will provide billing for services as follows:

- Monthly Administrative Fees for services incurred will be billed at the end of each month;
- Termination Fees for services will be billed at time of Plan termination;
- Additional Fees for extraordinary expenses as described in the Fee Statement will be billed in accordance with services incurred.

➤ **Payment Requirements**

The TPA provides the following payment requirements for the administration of the Plan:

- Monthly Administrative Fees shall be based on number of FMLA eligible employees. The FMLA eligible employee count obtained from results of the enrollment process shall be commensurate of the regular monthly Administrative Fee for the entire Plan Year. Additional consideration will be given for mergers, spin-offs, acquisitions, partial terminations (layoffs) and high enrollment periods throughout the Plan Year.
- Amounts outstanding over 60 (sixty) days will be considered delinquent. Failure to make timely payments can and will result in work being stopped.

**7. Warranties, Representations and Understandings**

The Plan Sponsor warrants and represents that it is the legal Plan Administrator and sole fiduciary of the Plan or Plans covered by this agreement.

The Plan Sponsor reserves full authority to make all decisions regarding its Plan administration, including those duties and responsibilities delegated TPA by this Agreement. In accordance with this Agreement, TPA will serve as a Service Provider under the direction of the Plan Administrator, but will not act as the Plan Administrator.

The Plan Sponsor shall take any and all necessary action and execute any and all necessary documents to authorize TPA to perform its functions and duties pursuant to this Agreement.

The Plan Sponsor agrees to timely provide TPA with information and/or documentation reasonably requested by TPA, which is necessary for TPA to fulfill the terms and conditions of this agreement.

TPA shall use reasonable care and due diligence in the exercise of its administrative services as defined by this Agreement. TPA agrees to indemnify and hold the Plan Sponsor harmless from all costs, expenses (including reasonable attorney fees), penalties and all other claims incurred by the Plan Sponsor as result of any breach by TPA under this Agreement. TPA agrees to maintain, at its own costs, errors and omissions, professional liability, and crime and theft insurance policies that covers TPA's acts under this Agreement. The terms of this paragraph will remain in effect indefinitely regardless of why and when this Agreement terminates.

**SCHEDULE A,  
TPA ADMINISTRATIVE SERVICES  
FMLA ADMINISTRATION**

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The Plan Sponsor has resolved to retain TPA to assist with certain compliance requirements of FMLA. TPA will assist the Plan Sponsor with services as indicated below for the fees quoted in the agreement:

**Implementation and Enrollment**

- Configuration and Setup**  
TPA will setup the Plan in the administrative systems based on the information provided by the Plan Sponsor.

**Administration**

- Employer Portal**  
TPA will issue the Plan Sponsor access to an employer portal for HR access and trend analysis
- Status Reports**  
TPA will provide monthly status reports which will provide the Plan Sponsor with data such as, but not limited to, the overview of the Plan Sponsor's open leave cases, absences and remaining entitlements.
- Participant Customer Service**  
TPA will provide Plan Sponsor's participants with customer support and service via email and telephone during hours of operation. After the hours of operation, questions and inquiries can still be submitted via email or TPA's voicemail.
- Participant Communication and Coordination**  
TPA will communicate and coordinate with participants throughout the leave process. TPA will manage documentation and FMLA workflow and return to work. TPA will process leave requests within required regulation timelines. Such as:
- o Processing initial documentation to employees requesting leave, including forms for collecting employee's leave request information and physician's certification forms.
  - o Receive and process documents received from employees regarding their leave
  - o Approve or Deny leave requests based on Federal and State FMLA guidelines.
  - o Track absences as reported by Plan Sponsor and employee on leave
  - o Generate and provide Return to Work forms ten (10) days prior to expected return to work date
- Reporting and Data.** All reports, data and Plan related information shall remain the sole property of the Plan Sponsor.

**SCHEDULE 1,  
TPA ADMINISTRATIVE CHARGES  
FMLA ADMINISTRATION**

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- **FMLA Administration Fees**
  - Administration Fee :..... \$2.00 (Minimum: \$125.00)
  - Midyear Termination Fee:..... One month's administration fee
  - Plan Year End Termination Fee:..... One month's administration fee

PLAN EXECUTION  
FMLA ADMINISTRATION

Employer: Franklin Township Board of Trustees dba Franklin Township

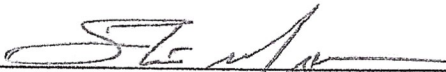
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Columbus, OH 43223

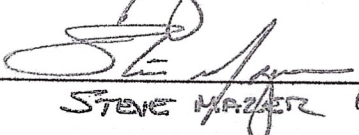
Agreement Effective: 07/01/2024 - 06/30/2027

Subsequent Plan Years: 07/01 - 06/30  
Month/Day - Month/Day

On behalf of the above Plan, the undersigned authorized Plan Representative hereby requests the specific services outlined in this FMLA Administration Agreement.

Signed On 4-2-24

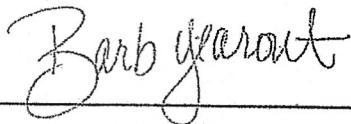
Signature 

Name ~~Rebyn Watkins~~  ADMINISTRATOR  
STEVE MAZZER

This Agreement is not effective until properly countersigned by an authorized representative of TPA:

TPA: Chard, Snyder & Associates, LLC

Address: PO Box 249  
Fort Washington, PA 19034-9998

President 

Date 07/01/2024