

2003-25

RESOLUTION APPROVING

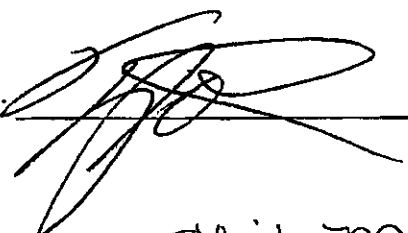
SECURITY BENEFIT FLEXIBLE BENEFITS PLAN

Be it resolved, by Jefferson County (the "Employer"), that a Plan known as the Security Benefit Flexible Benefits Plan, including a completed Adoption Agreement and a Basic Plan Document, is hereby adopted and a copy of said Plan is attached. The Plan will be provided to certain employees and allows for employees' portion of the contribution for specified insurance/self-funded coverages specified in the Adoption Agreement to the Plan to be made on a pretax basis.

Be it further resolved, if so specified in the Adoption Agreement to the Plan, this Plan establishes Medical Care and/or Dependent Care Reimbursement Plans. An eligible employee may reduce his/her salary for reimbursement of eligible medical care and dependent care expenses under these Plans.

Authorization is hereby granted for an officer of the Company to execute this Plan on behalf of the Employer.

Adopted this 17th day of November, 2003.

By: 

Witnessed By: Linda M. Buttron

LINDA M. BUTTRON
County Public - State of Kansas
10-1-2007

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SECURITY BENEFIT FLEXIBLE BENEFITS PLAN

ADOPTION AGREEMENT

1. Name of "Employer:" Jefferson County
2. Address of Employer: P.O. Box 321
Oskaloosa, Kansas
66066
3. Employer Contact: Linda Smatla
4. Employer's Tax ID #: 48-6034906
5. Telephone #: 1-785-863-2272
6. Original "Effective Date" of Plan: 01/01/2004
7. "Restated Effective Date" for a Restatement: _____
8. "Plan Year" Begins: January 1st, and ends: December 31st
each year. If different, the first Plan Year of the Plan started on the Effective Date or Restated effective Date and ended on the date specified.

This Adoption Agreement for the Security Benefit Flexible Benefits Plan only contains Employer specific information and choices. It must be used in conjunction with a separate Basic Plan Document to provide a required complete description of the features of the Plan. For Plans subject to ERISA, a separate Summary Plan Description must also be developed and distributed to Participants

These documents are provided by Security Benefit for the convenience of the Employer and its counsel, but are not intended as a substitute for the retention of legal counsel and is not substitute for specific legal advice on a specific factual situation.

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9. Employee Eligibility Requirements:

Minimum Age 18 (not to exceed 21)

Years of Employment 0 (no more than 1)

Immediate Eligibility X (no age or employment requirement)

Special eligibility rules, such as different requirements for Employees employed on the Effective Date, different rules for different employee classes, like part-time, etc.:

Full time employee, 20 hours per week

10. "Compensation" as defined in Section 2.4 of the Basic Plan Document shall exclude:

 Overtime

 Bonuses or Length of Service Payments

 X Commissions

 X Severance Payments

 Other: _____

11. Unless another Plan Administrator is designated below (not Security Benefit), the Employer is the Plan Administrator:

Plan Administrator Other than Employer: _____

Address of Plan Administrator: _____

12. Benefits provided under the Plan will include:

- a) X Insurance/Self-Funded Plan Benefits—required employee contributions for the following insurance contract or self funded benefit plans may be paid under this Plan for the following coverage elected by or provided to a Plan Participant (check all coverages included in this Plan):

 Medical, Major Medical or other basic Health Coverage
(including HMO coverage, if applicable).

 X Dental Coverage.

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- Vision Coverage.
- Group Term Life Coverage.
- Short Term Disability Coverage (other than salary continuation).
- Long Term Disability Coverage.
- Other Coverage Cancer Insurance, Heart Stroke Insurance
(must qualify as a benefit that can be provided under a Cafeteria Plan under Section 125 of the Code)

b) Establishment of Medical Care Expense Reimbursement Plan accounts, as provided in Exhibit A to the Basic Plan Document, with the following minimum and maximum annual contributions (if none are specified, the minimum will be \$120 and the maximum \$3000):

\$ 300 Minimum annual contributions.

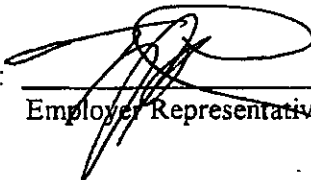
\$ 3,000 Maximum annual contributions.

c) Establishment of Dependent Care Expense Reimbursement Plan accounts, as provided in Exhibit B to the Basic Plan Document, with a maximum contribution for any Participant of the lesser of (1) the earned income of the Participant, (2) the earned income or deemed earned income of the Participant's spouse, or (3) \$5,000 annually (\$2,500 for a married Participant filing a separate income tax return).

13. Other Plan Provisions: _____

By completion and execution of this Adoption Agreement, the Employer hereby adopts the Security Benefit Flexible Benefits Plan, including the provisions of the Basic Plan Document, and acknowledges that it has had an opportunity to have the document reviewed and revised by counsel to the Employer, and is responsible for the tax results of the Plan and tax withholding and reporting for Plan Participants

11/17/03
 Dated

By: 

 Employer Representative Name, Title

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SUBSCRIPTION TO
VOLUNTARY EMPLOYEES' TRUST
AND
SUPPLEMENTAL APPLICATION FOR INSURANCE BENEFITS

The undersigned Employer adopts and subscribes to all of the terms and conditions of the Agreement and Declaration of Trust (as may be amended from time to time) made and entered into as of September 1, 1981, by and between the Subscribing Employers and the Trustee of the VOLUNTARY EMPLOYEES TRUST and agrees to abide by the rules and regulations of the Trustee and as adopted thereunder.

It is understood that under the provisions of the Agreement and Declaration of Trust, Subscribers shall contribute to the VOLUNTARY EMPLOYEES' TRUST an appropriate initial contribution and such other amounts as may be required for the purpose of providing and maintaining group insurance as specified in said Agreement and Declaration of Trust and that Subscribers shall furnish any information and completed forms required in the administration of said insurance trust.

It is also understood that should the undersigned or any or all of its employees, for any reason, fail to qualify for insurance as provided in said Agreement and Declaration of Trust and the insurance policy or policies issued thereunder, any monies paid by or on account of the undersigned for the purpose of providing and maintaining insurance as specified in said Agreement and Declaration of Trust shall be returned to the extent of such lack of qualification and there shall be no further obligation whatsoever on the part of the Trustee in connection therewith.

The undersigned Employer hereby requests it be approved as a Subscribing Employer under the VOLUNTARY EMPLOYEES' TRUST.

Plan Provisions

(NOTE: ONLY FULL-TIME EMPLOYEES WORKING 15 OR MORE HOURS PER WEEK ARE ELIGIBLE.)

1. Eligible Employees: (X) All full-time Employees who elect coverage under the VOLUNTARY EMPLOYEES' TRUST
2. Nature of Business: County Government
3. Eligibility Period: Employees that sign up during a reenrollment period will be effective on the plan anniversary date.
4. For new employees hired after the plan anniversary choose one of the following options by marking the appropriate box.
 - A. X Effective the first of the month coincident with our next following their employment date.
 - B. Effective the first of the following month if their employment date is on or before the 15th of the month.

If their employment date is after the 15th, insurance will be effective the first of the second following month.

5. Plan Year: (For Dental/Vision coverage is based on each individual enrollee's certificate year)

(If in accordance with the insurance underwriting rules, evidence of insurability is required for an employee, such employee will be insured for the amount for which he is eligible under the schedule on the first day of the month following the day such evidence is accepted as satisfactory by the insurance company. From the effective date of insurance on the group until the date such evidence is accepted as satisfactory, such employee would be insured for such lesser amount, if any, as is authorized to be issued without evidence of insurability under the current insurance underwriting rules.)

The undersigned Employer requests that all of its eligible employees be insured subject to the terms of the Insurance Contract issued to the Trustee of the VOLUNTARY EMPLOYEES' TRUST, and that such insurance become effective as of the first day of January 2004, and continue as long as the undersigned employer remains as Subscribing Employer of the VOLUNTARY EMPLOYEES' TRUST or until the Subscribing Employer gives the Trustee of the VOLUNTARY EMPLOYEES' TRUST 60 days notice of termination or until the Group Insurance Policies are terminated. It is understood that in no event will any employee be insured who has not completed the required enrollment forms. It is understood and agreed that no insurance agent has the authority to amend, modify or extend any of the terms and conditions of the insurance policies or certificates.

We agree to remit in advance, the required contributions as they become due. Enclosed are:

1. \$ _____ the estimated initial premium.
2. _____ enrollment forms on our eligible employees.
3. Any required initial evidence of insurability.

Billing mode is to be Monthly.

Dated at Oskaloosa, Ks this 17th day of November, 19 2003

() Proprietorship; () Partnership; () Corporation

Jefferson County

(Name of Subscribing Employer)

P.O. Box 321 Oskaloosa, Kansas 66066

(Billing Address - Street - City - State - ZIP)

Linda Smatla

By: 

(Correspondent - Name - Title)

Leasa Huffman & Don Lehman

Title: Jefferson County Commissioner

(Insurance Company Representative)

..... Insurance Company Use Only

Effective Date: _____ Date of Approval: _____

The following insurance is subject to evidence of insurability.

By: _____

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ADMINISTRATIVE SERVICE AGREEMENT

THIS ADMINISTRATIVE SERVICE AGREEMENT (herein "Agreement") is entered into as of the effective date stated herein by and among Security Benefit Life Insurance Company (therein "SBL"), a Kansas Corporation, OFG Financial Services, Inc. (herein "OFG"), a Kansas Corporation, and Jefferson Co. herein ("Employer"), a county government, and is as follows:

WHEREAS, OFG markets, on behalf of SBL, certain products and programs in connection with IRC Sec. 125 Cafeteria Plans and Flexible Spending Accounts, and

WHEREAS, the Employer has adopted one or more of the aforesaid Plans, and

WHEREAS, SBL, OFG and the Employer all desire to set forth in writing their understanding and agreement regarding their various responsibilities in connection with any Plans adopted by the Employer, including marketing functions of OFG, administrative functions of SBL and obligations of the Employer to OFG or SBL,

NOW, THEREFORE, SBL, OFG and the Employer recognize and agree that:

1. SBL shall provide certain necessary administrative services to OFG and the Employer in connection with operation of those plans adopted by the Employer. Such administration services shall include producing systemized reports after enrollment, providing any required certificates for any products purchased by or on behalf of the Employer's employees, on forms that are approved by any applicable state insurance departments, generate billing and premium statements to the Employer, keep records of whether monies taken out of the salaries of employees of the Employer are for salary deduction or salary reduction purposes, make any and all changes to enrollment records as a result of the Employer providing to SBL such information as is necessary to affect such changes, and, generally, to operate any Plan adopted by the Employer in a fashion that is in accordance with all governing state or federal laws and regulations.
2. The Employer shall assist OFG and SBL with enrollment of its employees as participants, to the extent it is able to provide staff to do so, but shall in any event provide all necessary census information to OFG or SBL to complete such enrollment. The Employer shall also remit to SBL all properly billable premium that is billed to it by SBL. The Employer shall also advise SBL of any changes in the status of employees, including, but not limited to, disability of employees who are participants under any of the Plans adopted by the Employer, separation from service or any change in family status

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(that is recognized by the Employer), that affects a change in participation status by the employee.

3. OFG shall continue to market the aforesaid products and Plans in accordance with its existing contracts with SBL and shall provide the Employer with such technical guidance, expertise and advice as is in its capability to provide and shall otherwise service the needs of the Employer with respect to any of the Plans so adopted in a manner that is consistent with its activities as a marketing agency.

4. This Agreement shall be effective as of the 1st day of January, 2004, and shall automatically be renewed on the first day of each plan year thereafter (as that term is defined in any plan document adopted by the Employer) in which the Employer renews any such Plan.

5. In the event the Employer elects not to continue offering its employees a cafeteria plan benefit in any succeeding plan year, this Agreement will terminate 90 days after the end of the last plan year that the Employer has offered such a benefit.

6. This Agreement may be amended by the parties hereto in order to facilitate its purposes or for the Agreement to comply with any change in any applicable state or federal law or regulation, with any such amendment to be signed by the parties.

7. The Agreement shall be governed by the laws of the State of Kansas.

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IN WITNESS WHEREOF, SBL, OFG, and the Employer have caused this Agreement to be executed by their authorized representative.

SECURITY BENEFIT LIFE INSURANCE CO.

By: *Carol Meenan*
Title: *Service Manager, Benefits/Claims Administration*
Date: *11-13-03*

ATTEST:
By: *Larry Cingo*
Title: *EB Tech*
Date: *11-13-03*

OFG FINANCIAL SERVICES, INC.

By: *Denise Huffman*
Title: *Registered Rep.*
Date: *11/13/03*

ATTEST:
By: *[Signature]*
Title: *Registered Rep.*
Date: *11/13/03*

(EMPLOYER)
By: *[Signature]*
Title: *Chamman*
Date: *11-17-2003*

ATTEST:
By: *Linda M. Sutton*
Title: *Jefferson County Clerk*
Date: *11-17-2003*

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**ADMINISTRATIVE SERVICE AGREEMENT
MEDICAL AND DEPENDENT CARE REIMBURSEMENT**

THIS ADMINISTRATIVE SERVICE AGREEMENT, Medical and Dependent Care Reimbursement (herein "Agreement") is entered into as of the effective date stated herein by and among Security Benefit Life Insurance Company (therein "SBL"), a Kansas Corporation, OFG Financial Services, Inc. (herein "OFG"), a Kansas Corporation, and Jefferson Co. herein ("Employer"), a county government, and is as follows:

WHEREAS, OFG markets, on behalf of SBL, certain products and programs in connection with IRC Sec. 125 Cafeteria Plans and Flexible Spending Accounts, and

WHEREAS, the Employer has adopted one or more Flexible Spending Account Plans, and

WHEREAS, SBL, OFG and the Employer all desired to set forth, in writing, their understanding and agreement regarding their various responsibilities in connection with payments made by SBL under any of the Flexible Spending Account Plans adopted by the Employer, and the Employer wishes to make its election of how certain payments are to be recovered or otherwise handled by SBL for Medical Reimbursement Accounts,

NOW, THEREFORE, SBL, OFG and the Employer recognize and agree that:

1. SBL shall be responsible for administering the Flexible Spending Accounts for employees of the Employer. Such administration shall include reimbursement of allowable claims in accordance with federal laws and regulations. SBL shall close all Accounts and refund to the Employer any properly refundable account balances. Final reports will be provided to the Employer and its employees following the close of accounts at the end of each plan year.
2. In the event that SBL has paid to or on account of any employee of the Employer (who is a participant under any of the Plans adopted by the Employer) an amount that exceeds that amount that such participant has contributed to his or her separate Flexible Spending Account at a time when, for any reason, no further contributions are made during a plan year (as defined in the plan document adopted by the Employer), the Employer shall reimburse SBL for any amounts it has so paid to or on account of any such participant that are in excess of premiums or other monies received from the

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Employer on behalf of such participant. Such amounts shall be determined SBL and shall be reimbursed to SBL upon the Employer being properly billed therefore, regardless of any other forfeitures of account balances of other participants which may occur pursuant to the terms of any Plan adopted by the Employer or governing law.

This Agreement shall be effective as of the 1st day of January, 2004, and shall automatically be renewed on the first day of each plan year thereafter (as that term is defined in any plan document adopted by the Employer) in which the Employer renews any such Plan.

- 4. In the event the Employer elects not to continue offering its employees a Flexible Spending Account in any succeeding plan year, this Agreement will terminate 90 days after the end of the last plan year that the Employer has offered such a benefit.
- 5. This Agreement may be amended by the parties hereto in order to facilitate its purposes or for the Agreement to comply with any change in an applicable state or federal law or regulation, with any such amendment to be signed by the parties.
- 6. The Agreement shall be governed by the laws of the State of Kansas.

IN WITNESS WHEREOF, SBL, OFG, and the Employer have caused this Agreement to be executed by their authorized representative.

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SECURITY BENEFIT LIFE INSURANCE CO.

By: Paul D. Trainor
Title: Service Manager, Benefits/Claims Administration
Date: 11-13-03

ATTEST:

By: Patricia Crogo
Title: EB Tech
Date: 11/13/03

OFG FINANCIAL SERVICES, INC.

By: Deanna Hoffman
Title: Registered Rep.
Date: 11/13/03

ATTEST:

By: Deanna Hoffman
Title: Registered Rep
Date: 11/13/03

(EMPLOYER)

By: [Signature]
Title: Chairman
Date: 11-17-2003

ATTEST:

By: Arinda M. Sutton
Title: Jefferson County Clerk
Date: 11-17-2003



FINANCIAL SERVICES, INC.

SPECIALIZING IN RETIREMENT AND INVESTMENT PLANNING

TOWNSITE PLAZA, BLDG. NO. 2, SUITE 105
120 SE 6TH AVE.
TOPEKA, KANSAS 66603-3516

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**Security Benefit Life
Employer Benefits
Administration**

Barb Berry