City of Dublin
Office of the City Manager
5200 Emerald Parkway • Dublin, OH 43017-1090
Phone: 614-410-4400 • Fax: 614-410-4490

Memo

To: Dublin City Council

From: Dana L. McDaniel, City Manager

Date: December 3, 2015

Initiated By: Jeremiah Gracia, Economic Development Administrator

Re: Ordinance 98-15 - Economic Development Agreement with CareWorks/York Risk Services Group

Background

Staff has been in discussions with CareWorks/York Risk Services Group regarding its need to renew and expand its office facilities in Dublin. The company plans to grow both its employee headcount and square footage over the next 12 years, and considered several real estate options. The company's three facilities in Dublin currently house 1,185 employees.

CareWorks provides a suite of claims and medical management services for workers' compensation, disability and integrated absence management along with technology and risk management solutions. In January 2014, the CareWorks Family of Companies were purchased by York Risk Services Group headquartered in New Jersey.

York first entered the Dublin market in 2011 with its acquisition of Avizent/Frank Gates Ohio located on Bradenton. These acquisitions have made York one of the largest third-party administrators in the country.

This new economic development agreement replaces and extends the current EDA set to expire in 2017. The new EDA proposed to the company is a 15 percent Performance Incentive on withholdings collected (2016-2025), which is capped at $1,809,000 for the term of the agreement.

In consideration, the company will retain 1,185 jobs, and create 250 jobs in Dublin by the end of 2027. The company will also expand its footprint by 43,000 square feet at 5500 Glendon Court and renew its lease for all spaces through 2027. This agreement also includes an extension of the current Dublink IRU agreement through 2027.

The City estimates it will net approximately $9.67 million in total income tax withholdings over the term of this agreement, should the company grow according to expectations.

Recommendation

Staff recommends Council passage of Ordinance 98-15 at the second reading/public hearing on January 12, 2016. Please contact Jeremiah Gracia with any questions.

Dayton Legal Blank, Inc. Form No. 30043

Ordinance No. 98-15 *Passed* _____, 20____

AN ORDINANCE AUTHORIZING THE PROVISION OF CERTAIN INCENTIVES TO CAREWORKS LTD. TO INDUCE IT TO RETAIN AND EXPAND AN OFFICE AND ITS AND ITS AFFILIATED ENTITIES' ASSOCIATED OPERATIONS AND WORKFORCE WITHIN THE CITY; AND AUTHORIZING THE EXECUTION OF AN ECONOMIC DEVELOPMENT AGREEMENT.

WHEREAS, consistent with its Economic Development Strategy (the "*Strategy*") approved by Dublin City Council Resolution No. 07-94 adopted on June 20, 1994, and the updated Strategy approved by Dublin City Council Resolution No. 30-04 adopted on July 6, 2004, the City desires to encourage commercial office development and create and preserve jobs and employment opportunities within the City; and

WHEREAS, CareWorks Ltd. (the "*Company*") recently performed a comprehensive examination of its workforce needs, and based on the results of this examination, and induced by and in reliance on the economic development incentives provided in the proposed Economic Development Agreement (as described below), the Company is desirous of renewing a lease for a facility within the City to retain and expand an office and its and its affiliated entities' associated operations and workforce within the City in order to achieve the payroll withholding targets set forth in the Economic Development Agreement; and

WHEREAS, this Council has determined that it is necessary and appropriate and in the best interests of the City to provide for certain economic development incentives to the Company, as described in the proposed Economic Development Agreement; and

WHEREAS, this Council has determined to offer the economic development incentives, the terms of which are set forth in a substantially final form of Economic Development Agreement presently on file in the office of the Clerk of Council, to induce the Company to renew a lease for a facility and retain and expand an office and its and its affiliated entities' associated operations and workforce, all within the City, which will result in the retention and creation of new jobs and employment opportunities, thereby improving the economic welfare of the people of the State of Ohio and the City, all as authorized in Article VIII, Section 13 of the Ohio Constitution;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Dublin, State of Ohio, _____ of the elected members concurring, that:

Section 1. The Economic Development Agreement by and between the City and the Company, in the form presently on file with the Clerk of Council, providing for, among other things, the provision of certain economic development incentives in consideration for the Company's agreement to renew a lease for a facility within the City for the retention and expansion of an office and its and its affiliated entities' associated operations and workforce within the City, which will result in the retention and creation of new jobs and employment opportunities, is hereby approved and authorized with changes therein not inconsistent with this Ordinance and not substantially adverse to this City and which shall be approved by the City Manager. The City Manager, for and in the name of this City, is hereby authorized to execute that Economic Development Agreement, provided further that the approval of changes thereto by that official, and their character as not being substantially adverse to the City, shall be evidenced conclusively by the execution thereof. This Council further authorizes the City Manager, for and in the name of the City, to execute any amendments to the Economic Development Agreement, which amendments are not inconsistent with this Ordinance and not substantially adverse to this City.

Section 2. This Council further hereby authorizes and directs the City Manager, the Director of Law, the Director of Finance, the Clerk of Council, or other appropriate officers of the City to prepare and sign all agreements and instruments and to take any other actions as may be appropriate to implement this Ordinance.

Section 3. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in open meetings of this Council or committees, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Section 121.22 of the Revised Code.

Section 4. This Ordinance shall be in full force and effect on the earliest date permitted by law.

Signed:

_____

Mayor - Presiding Officer

Attest:

_____

Clerk of Council

Passed: _____, 2016

Effective: _____, 2016

ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT (the "*Agreement*") is made and entered into this _____ day of _____, 2016, by and between the CITY OF DUBLIN, OHIO (the "*City*"), a municipal corporation duly organized and validly existing under the Constitution and the laws of the State of Ohio (the "*State*") and its Charter, and CAREWORKS LTD., an Ohio limited liability company (the "*Company*" and together with the City, the "*Parties*"), under the circumstances summarized in the following recitals.

RECITALS:

WHEREAS, consistent with its Economic Development Strategy (the "*Strategy*") approved by Dublin City Council Resolution No. 07-94 adopted on June 20, 1994, and the updated Strategy approved by Dublin City Council Resolution No. 30-04 adopted on July 6, 2004, the City desires to encourage commercial office development and create and preserve jobs and employment opportunities within the City; and

WHEREAS, the City and the Company heretofore entered into an Economic Development Agreement dated May 21, 2013 (the "*2013 Agreement*") pursuant to which the City agreed to provide certain incentives to the Company and the Company agreed to retain and create jobs and employment opportunities within the City; and

WHEREAS, based on the results of the Company's recent comprehensive examination of workforce needs, and induced by and in reliance on the economic development incentives provided in this Agreement, the Company desires to retain and expand an office and its and its Affiliated Entities' (as defined below) associated operations and workforce within the City; and

WHEREAS, pursuant to Ordinance No. ___-15 passed on _____, 2016 (the "*Ordinance*"), the City has determined to offer the economic development incentives described herein to induce the Company to renew a lease for a facility within the City for the retention and expansion of an office and its and its Affiliated Entities' associated operations and workforce within the City, which will result in the retention and creation of new jobs and employment opportunities to improve the economic welfare of the people of the State of Ohio and the City, all as authorized in Article VIII, Section 13 of the Ohio Constitution; and

WHEREAS, the City and the Company have determined to enter into this Agreement (which will generally supersede the 2013 Agreement) to provide these incentives in order to induce the Company to renew a lease for a facility and retain and expand its and its Affiliated Entities' operations and workforce, all within the City;

NOW THEREFORE, the City and the Company covenant, agree and obligate themselves as follows:

Section 1. Company's Agreement to Renew a Lease for a Facility and Retain and Expand Its and Its Affiliated Entities' Operations and Workforce Within the City. In consideration for the economic development incentives to be provided by the City herein, the Company agrees that

it will renew a lease for a facility within the City for the retention and expansion of an office and its and its Affiliated Entities' associated operations and workforce within the City, all consistent with the terms of this Agreement. The Company and its Affiliated Entities expect to retain One Thousand One Hundred Eighty-Five (1,185) existing employee positions within the City. The Company and its Affiliated Entities also expect to create Two Hundred Fifty (250) new employee positions within the City by December 31, 2025. The total estimated payroll withholdings for existing and new employee positions is estimated to be Eleven Million Four Hundred Eighty-Six Thousand Two Hundred Forty and 00/100 Dollars ($11,486,240.00) over the term of this Agreement. The Company agrees that the City's obligations to remit payments pursuant to Section 2 of this Agreement shall be contingent upon (a) the Company delivering to the City a fully executed copy of a lease agreement evidencing the Company's extension and approximate expansion of 43,000 square foot for a facility located within the City (at 5500 Glendon Court) for a minimum term of twelve (12) consecutive years (from 2016 through 2027), which agreement shall also include a right of first refusal in favor of the Company to lease an additional 33,000 square feet at 5555 Glendon Court (collectively, the "*Lease*") and (b) such other conditions as are set forth in Section 2.

Section 2. City Agreement to Provide Incentives.

(a) General. In consideration for the Company's agreement to execute the Lease for the retention and expansion of an office and its and its Affiliated Entities' associated operations and workforce within the City, the City agrees to provide economic development incentives to the Company in accordance with this Section.

(b) Workforce Creation Incentive.

(i) Calculation of Actual Payroll Withholding Taxes. On or before March 15 of each of the years 2017 through 2026, the City shall calculate the actual payroll withholding taxes collected and received during the then preceding calendar year and in respect of that preceding calendar year by the City from all Employees (as defined below). For purposes of that calculation, the Company acknowledges and agrees that the total amount of actual payroll withholding taxes in respect of any calendar year shall be determined based solely upon the amount of payroll withholding tax payments actually received by the City from the Company or any Affiliated Entity during that calendar year. The Company agrees that the determination of whether to include in such calculation any amount received by the City in respect of any calendar year but following the conclusion of that calendar year, shall be solely within the discretion of the City. For purposes of this Section 2, "*Employees*" shall include only those individuals employed by the Company or any of its Affiliated Entities and working within the City.

For purposes of this Agreement, "*Affiliated Entity*" or "*Affiliated Entities*" shall mean any entity listed on **EXHIBIT A** or any entity controlled by or under common control with the Company and, "*controlled by*" or "*under common control with*" will refer to the possession, directly or indirectly, of the legal power to direct or cause the direction of the management and policies of an entity, whether through the exercise of, or the ability to exercise, voting power or by contract. The Parties agree that the payroll withholdings taxes of any Employee(s) employed by an Affiliated Entity which is not listed on **EXHIBIT A** shall not be

included in the computations described in this Section 2 until such time as **EXHIBIT A** shall have been revised in writing by the Company to include the name of the Affiliated Entity and that Entity's Federal Employer Identification Number, and such revision shall have been approved in writing by the City, which approval shall not be unreasonably conditioned, delayed or withheld.

(ii) Information Relating to Employees. The Company agrees that, in accordance with the Dublin City Code, the annual payroll reconciliation and related W-2 forms relating to its Employees will be provided to the City prior to February 28 of each calendar year.

(iii) Federal Employer Identification Number. The Company's Federal Employer Identification Number is _____. The Company agrees that if the Federal Employer Identification Number changes at any time during the term of this Agreement, the Company will notify the City of such change, including the new Federal Employer Identification Number, within thirty (30) days of the occurrence of such change.

(iv) Annual Incentive Payments to the Company. If the actual payroll withholding taxes collected and received by the City pursuant to subsection 2(b)(i) during the then preceding calendar year and in respect of that preceding calendar year from all Employees, net of refunds (such amount being referred to as the "*Actual Withholdings*"), equal or exceed the Target Withholdings (as defined in subsection 2(b)(v)) for that preceding calendar year, the City shall, on or before April 15 of the then current calendar year, pay to the Company, solely from nontax revenues (as defined in subsection 2(d)), an amount equal to the product of (A) the Actual Withholdings for that preceding calendar year, multiplied by (B) fifteen percent (15%) (with each such product being referred to as an "*Annual Incentive Payment*"); *provided, however*, that (1) the City shall not be required pursuant to this subsection 2(b) to remit an Annual Incentive Payment to the Company in excess of the Annual Cap (as defined in subsection 2(b)(v)) in any calendar year and (2) the aggregate amount of all Annual Incentive Payments remitted pursuant to this subsection 2(b) by the City to the Company shall not exceed One Million Eight Hundred Nine Thousand and 00/100 Dollars ($1,809,000.00).

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

(v) Target Withholdings and Annual Cap. The Target Withholdings and Annual Cap for each of the calendar years 2016 through 2025 shall be:

Calendar Year	Target Withholdings	Annual Cap
2016	$1,060,000	$167,000
2017	1,078,720	170,000
2018	1,098,220	173,000
2019	1,117,720	176,000
2020	1,137,220	179,000
2021	1,157,220	182,000
2022	1,178,020	186,000
2023	1,198,820	189,000
2024	1,219,620	192,000
2025	1,240,680	195,000

(vi) Forfeiture of Right to Receive Workforce Creation Incentive Payment. The Company agrees and acknowledges that Annual Incentive Payments provided for in subsection 2(b) are being made by the City to the Company in consideration for the Company's agreement to execute the Lease for the retention and expansion of an office and its and its Affiliated Entities' associated operations and workforce within the City and to create additional employment opportunities, all within the City. The Company further agrees that if the Target Withholdings requirement is not met for any given calendar year as set forth in subsection 2(b)(v), the City shall not be obligated to make an Annual Incentive Payment to the Company for the calendar year in respect of which the Target Withholdings requirement was not satisfied. Failure to satisfy the Target Withholdings requirement in respect of any one calendar year does not prohibit the Company from receiving an Annual Incentive Payment for any subsequent calendar year in respect of which the Target Withholdings requirement is satisfied.

(c) Method of Payment. The payments to be paid to the Company as provided in this Section 2 shall be made by the City to the Company by electronic funds transfer or by such other manner as is mutually agreed to by the City and the Company.

(d) City's Obligation to Make Payments Not Debt; Payments Limited to Nontax Revenues. Notwithstanding anything to the contrary herein, the obligations of the City pursuant to this Agreement shall not be a general obligation debt or bonded indebtedness, or a pledge of the general credit or taxes levied by the City, and the Company shall have no right to have excises or taxes levied by the City, the State or any other political subdivision of the State for the performance of any obligations of the City herein. Consistent with Section 13 of Article VIII, Ohio Constitution, any payments or advances required to be made by the City pursuant to this Section 2 shall be payable solely from the City's nontax revenues and on a subordinated basis to the payment of debt service charges as may hereafter be payable on securities of the City which are payable from the City's nontax revenues. Further, since Ohio law limits the City to appropriating monies for such expenditures only on an annual basis, the obligation of the City to make payments pursuant to this Section 2 shall be subject to annual appropriations by the City Council and certification by the Director of Finance of the City as to the availability of such nontax revenues. For purpose of this

Agreement, "*nontax revenues*" shall mean, all moneys of the City which are not moneys raised by taxation, to the extent available for such purposes, including, but not limited to the following: (i) grants from the United States of America and the State; (ii) payments in lieu of taxes now or hereafter authorized to be used for the purposes by State statute; (iii) fines and forfeitures which are deposited in the City's General Fund; (iv) fees deposited in the City's General Fund from properly imposed licenses and permits; (v) investment earnings on the City's General Fund and which are credited to the City's General Fund; (vi) investment earnings of other funds of the City that are credited to the City's General Fund; (vii) proceeds from the sale of assets which are deposited in the City's General Fund; (viii) rental income which is deposited in the City's General Fund; and (ix) gifts and donations.

Section 3. Miscellaneous.

(a) Assignment. This Agreement may not be assigned without the prior written consent of all non-assigning Parties except that the Company may assign this Agreement to an Affiliated Entity without the City's consent.

(b) Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

(c) Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

(d) Company's Obligations. All obligations of the Company under this Agreement may be satisfied by any combination of the Company and any Affiliated Entity; *provided, however*, Actual Withholdings in any calendar year shall not include those actual payroll withholding taxes collected and received by the City during such calendar year which are received (net of refunds) in respect of any person if (i) such person was employed in the City by an Affiliated Entity immediately preceding the occurrence of the event resulting in the recognition of such Entity as an Affiliated Entity or (ii) the actual withholdings of such person were used in such calendar year in the computation of another income-tax based incentive similar to the incentives provided for herein. The Company represents that as of the date of this Agreement, there are no persons currently employed within the City by any Affiliated Entity not identified on **EXHIBIT A**.

(e) Day for Performance. Wherever herein there is a day or time period established for performance and such day or the expiration of such time period is a Saturday, Sunday or legal holiday, then such time for performance shall be automatically extended to the next business day.

(f) Economic Development Assistance Certification. The Company has made no false statements to the City in the process of obtaining approval of the incentives described in this Agreement. If any representative of the Company has knowingly made a false statement to the City to obtain the incentives described in this Agreement, the Company shall be required to immediately return all benefits received under this Agreement pursuant Ohio Revised Code Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any State agency or a political subdivision pursuant to Ohio Revised Code Section 9.66(C)(1). The Company acknowledges that any person who provides a false statement to secure economic development

assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code Section 2921.13(F)(1), which is punishable by a fine of not more than $1,000 and/or a term of imprisonment of not more than six months

(g) Entire Agreement. Except for payments which the City may be obligated to make to the Company in respect of calendar year 2015 in accordance with the 2013 Agreement, this Agreement constitutes the entire Agreement between the Parties on the subject matter hereof and supersedes all prior negotiations, agreements (including the 2013 Agreement) and understandings, both written and oral, between the Parties with respect to such subject matter. This Agreement may not be amended, waived or discharged except in an instrument in writing executed by the Parties.

The Parties acknowledge that a separate agreement will be executed between the Parties to provide to the Company a certain number of fibers in the City's Dublink fiber optic network.

(h) Events of Default and Remedies. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by any Party hereto, such defaulting Party shall, upon written notice from any non-defaulting Party, proceed immediately to cure or remedy such default or breach, and, in any event, within thirty (30) days after receipt of such notice. In the event such default or breach is of such nature that it cannot be cured or remedied within said thirty (30) day period, then in such event the defaulting Party shall upon written notice from any non-defaulting Party commence its actions to cure or remedy said breach within said thirty (30) day period, and proceed diligently thereafter to cure or remedy said breach. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved non-defaulting Party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the defaulting Party.

(i) Executed Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute but one and the same instrument. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

(j) Extent of Covenants; No Personal Liability. All covenants, obligations and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of the City or the Company other than in his or her official capacity, and neither the members of the legislative body of the City nor any official executing this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution thereof or by reason of the covenants, obligations or agreements of the City and the Company contained in this Agreement.

(k) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without regard to its principles of conflicts of laws. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and

the Company, its employees and agents, arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Franklin County, Ohio.

(l) Legal Authority. The Parties respectively represent and covenant that each is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. The Parties further respectively represent and covenant that this Agreement has, by proper action, been duly authorized, executed and delivered by the Parties and all steps necessary to be taken by the Parties have been taken to constitute this Agreement, and the covenants and agreements of the Parties contemplated herein, as a valid and binding obligation of the Parties, enforceable in accordance with its terms.

(m) Limit on Liability. Notwithstanding any clause or provision of this Agreement to the contrary, in no event shall City or the Company be liable to each other for punitive, special, consequential, or indirect damages of any type and regardless of whether such damages are claimed under contract, tort (including negligence and strict liability) or any other theory of law.

(n) Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other Party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. For purposes of this Agreement, notices shall be addressed to:

(i) the City at:
City of Dublin, Ohio
5800 Shier Rings Road
Dublin, Ohio 43016-7295
Attention: Economic Development Director

(ii) the Company at:
CareWorks Ltd.
5555 Glendon Court
Dublin, Ohio 43016
Attention: Chief Financial Officer

The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices; certificates, requests or other communications shall be sent.

(o) No Waiver. No right or remedy herein conferred upon or reserved to any Party is intended to be exclusive of any other right or remedy, and each and every right or remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter legally existing upon the occurrence of any event of default hereunder. The failure of any Party to insist at any time upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy as provided in this Agreement shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof. Every right and remedy given by this

Agreement to the Parties hereto may be exercised from time to time and as often as may be deemed expedient by the parties hereto, as the case may be.

(p) Recitals. The Parties acknowledge and agree that the facts and circumstances as described in the Recitals hereto are an integral part of this Agreement and as such are incorporated herein by reference.

(q) Severability. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

(r) Survival of Representations and Warranties. All representations and warranties of the Parties in this Agreement shall survive the execution and delivery of this Agreement.

(s) Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other person (other than an Affiliated Entity) any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the City and the Company have caused this Agreement to be executed in their respective names by their duly authorized representatives, all as of the date first written above.

CITY OF DUBLIN, OHIO

By:_____

Printed: Dana L. McDaniel

Title: City Manager

Approved as to Form:

By:_____

Printed: Stephen J. Smith

Title: Director of Law

CAREWORKS LTD.

By:_____

Printed:_____

Title:_____

FISCAL OFFICER'S CERTIFICATE

The undersigned, Director of Finance of the City under the foregoing Agreement, certifies hereby that the moneys required to meet the obligations of the City under the foregoing Agreement during Fiscal Year 2016 have been appropriated lawfully for that purpose, and are in the Treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: _____, 2016

_____

Angel L. Mumma
Director of Finance
City of Dublin, Ohio

EXHIBIT A

LIST OF AFFILIATED ENTITIES

Full Company Name	FEIN
CareWorks Family of Companies	54-2192960
CareWorks Ltd.	31-1470305
CareWorks of Ohio Ltd.	31-1470304
CCI Investments Ltd. (dba CareWorks Consultants, Inc. and CareWorksComp)	54-2193040
CareWorks Technologies Ltd.	31-1636465
CareWorks USA Ltd. (also dba as CareWorks Absence Management)	31-1775640
VocWorks Ltd.	31-1617155
RiskControl 360 LLC	20-8063417
York Risk Services Group, Inc.	13-1963636
Frank Gates Service Company	13-1963636
York Insurance Parent Corp.	27-4258729

FIRST AMENDMENT TO CITY OF DUBLIN, OHIO INDEFEASABLE RIGHT-TO-USE AGREEMENT

The City of Dublin, Ohio, Indefeasable Right-to-Use Agreement ("IRU") by and between the City of Dublin and CareWorks Family of Companies dated May 21, 2013, is newly hereby amended as follows:

WHEREAS, the City of Dublin ("Dublin") has proposed financial and fiber incentives to the CareWork Family of Companies ("CareWork"); and

WHEREAS, CareWork has accepted those incentives and will execute an Economic Development Agreement with the City ("EDA"); and

WHEREAS, the affiliated companies listed in the EDA are set forth below:

(a) CareWorks Family of Companies
(b) CareWorks Ltd.
(c) CareWorks of Ohio Ltd.
(d) CCI Investments Ltd. (dba CareWorks Consultants, Inc. and CareWorksComp)
(e) CareWorks Technologies Ltd.
(f) CareWorks USA Ltd. (also dba as CareWorks Absence Management)
(g) VocWorks Ltd.
(h) RiskControl 360 LLC
(i) York Risk Services Group, Inc.
(j) Frank Gates Service Company

NOW, therefore, the City of Dublin and CareWorks agree as follows:

1. The term of the IRU shall be extended and shall terminate on December 31, 2027;

2. The fiber extension letter from Colleen Gilger to Lisle Smith dated June 25, 2014, shall be incorporated into this amendment and shall also terminate on December 31, 2027;

3. Should the York Risk Services Group leave the 5000 Bradenton location than the IRU terminates for that location.

IN WITNESS WHEREOF the Parties have executed and delivered this Agreement effective the day and year first above written:

USER:

CareWorks Family of Companies

_____

By:_____

Its:_____

OWNER:

City of Dublin, Ohio, an Ohio municipal corporation.

_____

By:_____

Its:_____

Approved As To Form:

_____

Steve J. Smith
Law Director, City of Dublin, Ohio

City of Dublin

June 25, 2014

Mr. Lisle Smith, CFO
CareWorks
5500 Glendon Court
Dublin, OH 43017
Delivered via email

Economic Development
5800 Shier Rings Road
Dublin, Ohio 43016

phone 614.410.4618

www.dublinohiousa.gov

Dear Mr. Smith:

The purpose of this letter is to confirm that through an existing Economic Development Agreement, CareWorks is authorized to utilize certain fiber optic cable owned by the City of Dublin. CareWorks and Dublin have previously executed an Indefeasible Right to Use Agreement which authorized CareWorks to utilize two fibers within the fiber optic system owned by Dublin.

It is Dublin's understanding that in addition to the initial use of the fiber system, CareWorks intends to connect a third facility to two existing locations using the Dublin Fiber System. Those three locations are:

5000 Bradenton Avenue, Dublin, Ohio 43017
5555 Glendon Court, Dublin, Ohio 43017
5500 Glendon Court, Dublin, Ohio 43017

This letter is a further confirmation that all the terms and conditions of the existing Indefeasible Right to Use Agreement are still in affect and that CareWorks intends to comply with all of those provisions.

As always, please work with the Fishel Company regarding splicing and access to the system.

If you have any questions regarding this letter or any issues involving the fiber system, please do not hesitate to call.

Sincerely,

Colleen M. Gilger

Colleen M. Gilger
Director of Economic Development

C: Dan Sullivan, President, Frank Gates Ohio, a York Risk Services Group company