EMPLOYEE BENEFIT CONSULTING AND ADMINISTRATION SERVICES AGREEMENT

This **Employee Benefit Consulting and Administration Services Agreement** ("**Agreement**") is made and entered into as of this day of_____, 2018 for the plan years beginning July 1, 2019 ("Effective Date"), by and between **Raytown C-2 School District Jackson County, State of Missouri,** a Missouri public school district (the "**Client**") and **National Insurance Marketing Brokers, LLC**, a Missouri limited liability company, (or its successors or assigns) (the "**Company**"). The Client and the Company are each a "Party" and collectively are the "Parties" to this Agreement.

STATEMENT OF PURPOSE

A. **WHEREAS,** Client desires to secure a variety of insurance products and administration services for the Client's employees related to those insurance products, in conjunction with the health, welfare, life, accident, disability and/or ancillary benefits provided to its eligible employees as part of its group benefit programs ("Plans").

B. **WHEREAS,** Company provides employee benefit consulting services for various Plans.

C. **WHEREAS,** Client desires for Company to provide, and Company desires to provide, the services described in this Agreement for the Plans that are the subject of this Agreement.

D. **WHEREAS,** the Client and the Company desire to enter into a mutually satisfactory agreement for the advantage of each, and each desires that their understanding and agreement with regard to any services provided as set forth herein.

STATEMENT OF AGREEMENT

In consideration of the premises, the mutual promises, covenants, and conditions herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Client, hereto intending to be legally bound, agree as follows:

1. **Services.** The Company agrees to provide the brokerage services to the Client as described in Exhibit A-1, which is attached hereto and incorporated herein by reference, or as periodically amended by the mutual written agreement of the Parties (the "**Brokerage Services**" or "**Services**") for the Plans identified in Exhibit A-1. A full description of those Services is provided in Exhibit A-1. The Company agrees to provide the data administration services to the Client as described in Exhibit A-2, which is attached hereto and incorporated herein by reference, or as periodically amended by the mutual written agreement of the Parties (the "**Administration Services**"). The Brokerage Services and the Administration Services are collectively referred to herein as the "Services" and a full description of those Services is provided in the applicable Exhibit A. The Parties agree that additional services that may be mutually agreed to by the Parties will be set forth in additional exhibits (consecutively numbered as Exhibit A-3, A-4, etc.) or amended exhibits to this Agreement.

2. **Authority to Act.** Company's authority shall extend only to the Plans identified in the applicable Exhibit A. Except as set forth in or as contemplated by this Agreement, neither Party shall have the right to act on behalf of the other Party. In providing the Services, Company shall act exclusively in an advisory and consultative capacity. Client shall at all times have the right to determine whether to act on or implement the information, recommendations, and suggestions provided by Company, and the manner by which any such action or implementation shall be undertaken. Client acknowledges that there are multiple insurance companies in the industry that provide benefit plans and that no assurance has been provided to Client that Company has or will contact or evaluate all insurance companies regarding

benefit plan options for Client. The Parties agree that Company will provide consulting Services to Client regarding potential insurance companies that may issue group health insurance or other group insurance contracts for Client's group health plans and other insured welfare benefit plans and that, while Company may make recommendations on the insurance companies and group insurance contracts, Client retains final authority and responsibility for approval of the selection of insurance companies and group insurance contracts used by Client for the benefit plans offered by Client (each such benefit referred to as a "Plan"). Client acknowledges and agrees that insurance companies may cancel coverage, refuse to renew coverage in place, or decide not to quote or offer coverage for Client in their discretion and that Company will use commercially reasonable efforts to identify replacement coverage options in the event of a coverage cancellation. Except for Company's responsibilities with respect to funds obtained from or on behalf of Client and its Plans, if any, Company shall not hold or have custody of assets of any Plan. The Company shall not have any discretionary authority or discretionary responsibility with respect to the administration of any Plan and shall not serve as a fiduciary (as that term is defined in Section 3(21) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), if such provisions were applicable to Client or any of the Plans provided or made available to Client) of any Plan. The Parties agree that Company may use contractors, subcontractors, and vendors to perform Services under this Agreement. Company shall not provide any legal, tax, or accounting service, advice, or opinion, and the Services shall not be interpreted as representing any such service, advice or opinion. Client shall consult its own attorney on all legal issues and its own tax and accounting experts on all tax, accounting, and financial matters relating to its operations, including without limitation, the establishment, implementation and operation of the Plans. The Services provided to Client are non-exclusive and Company reserves the right to, and Client acknowledges that Company currently and in the future will continue to do so in the future, provide the same or similar services to other clients who may be in the same industry, business, or service as Client. Client agrees that Company may rely upon and will have no obligation to independently verify the accuracy, completeness, or authenticity of any written instructions, information, and data provided by Client and/or their designated representatives, vendors, or consultants to Company if reasonably believed by Company to be genuine and authorized by Client.

3. **Client's Duties and Responsibilities.** Client shall retain decision-making authority for its Plans, and shall manage the day-to- day activities of the Plans, except for those duties and/or functions expressly assigned to Company under this Agreement. Client shall provide Company with timely access to such information, documents, and data in a mutually agreeable format, as well as access to individuals, including its outside advisors and consultants, as may be necessary for Company to perform the Services. Client agrees to provide commercially reasonable assistance, documentation, data, notices, and timely responses to Company related to the Plans and Services. Company shall not be responsible for any delay in its performance that results from the failure of Client, or any person acting on behalf of Client, to make available any information or individual in a timely manner. All information that Client provides to Company, either in anticipation of or during the Term of this Agreement, shall be complete and accurate, and Client represents that Company may rely upon such information. Company shall serve as agent of record for Client for all Plans in Exhibit A-1. If Client desires for Company to obtain insurance quotes on its behalf, Client shall execute the Broker of Record Designation attached hereto as Exhibit B or such other form reasonably requested by Company appointing Company as the exclusive broker for such Plans.

4. Compensation.

a. Client acknowledges and agrees that Company receives commissions and/or fees as broker of record on the products placed with Client from the respective insurance carriers or third party vendors for the Plans that are the subject of Exhibit A-1. Client agrees to pay Company the administrative fees as compensation for access to the BenefitsXcelerator platform as set forth in Exhibit A-2 for the Plans referenced therein ("System Technology Fees"). Any Services that Company provides to Client outside of or in addition to the

scope of the Services in the respective Exhibit A document, if agreed to be performed by Company, shall be subject to additional fees. The fees will be in the amount set forth in the respective Exhibit A document.

b. It is possible that Company may also provide services to other entities that participate in or provide services to the Plans (such as management services, underwriting, marketing, claims administration, loss control services, obtaining other insurance and reinsurance). To the extent that such services are provided, Company will be separately compensated by the recipient of those services. The costs imposed on Company to comply with Client requirements or changes in Company processes or procedures due to regulatory requirements or regulatory changes shall be borne by Client. The Parties agree that consistent with industry practices, insurers may also pay insurance brokers, such as Company, indirect compensation based upon volume efficiencies, client renewals, marketing services, product development, technology investments, and other additional services.

5. **Independent Contractor.** It is understood and agreed that the Parties are independent contractors with respect to one another. Nothing contained in this Agreement shall constitute or be deemed to constitute a relationship of employer/employee, master/servant, principal/agent, partners or joint venturers between the Client and the Company, it being expressly understood and agreed that the only relationship between the Client and the Company created herein shall be that of independent contractors.

6. **Compliance with Laws.** The Parties agree to comply with all applicable laws, rules, and regulations in the performance of their respective obligations under this Agreement.

7. **Term; Termination.** The term of this Agreement shall begin on the Effective Date and shall continue in effect for a period of one (1) year (**"Initial Term"**). This Agreement shall automatically renew for four consecutive one (1) year renewal terms (each a **"Renewal Term"**) unless notice of termination is provided by a Party to the other Party at least ninety (90) days prior to the conclusion of the Initial Term or then-current Renewal Term. The Initial Term and Renewal Term are referred to collectively herein as the "Term". This Agreement shall terminate upon the dissolution, liquidation, or insolvency of any Party hereto. This Agreement shall terminate following the filing of a bankruptcy petition by or against either Party that is not dismissed within ninety (90) days. If the application of any law, rule, regulation, or court or administrative decision prohibits the continuation of this Agreement or would cause a penalty to either party if the Agreement is continued, and if the Agreement cannot be reasonably amended without additional cost to conform to such law, rule, regulation, or court, or administrative decision in a manner that would preserve the original intent of the parties with respect to their rights and duties under this Agreement for the amount of Fees under this Agreement, this Agreement may be terminated by the affected Party. Except as to default in payment obligations, in the event a Party materially breaches the Agreement and fails to cure the breach within forty-five (45) days of receipt of written notice from the other Party, the non-breaching Party may terminate this Agreement by providing written notice within the following thirty (30) days.

8. **Intellectual Property**. All plans for insurance or annuity products, customer lists, marketing plans, potential marketing and sales relationships, computer software, original works of authorship, discoveries, developments, designs, improvements, inventions, innovations, processes, techniques, technologies, programs, know-how, trade secrets, data and all other intellectual property made, conceived, expressed, developed, or actually or constructively reduced to practice by Company solely or jointly with others prior to the date of termination of Company's relationship with the Client, as part of and in connection with Company's contractor relationship with Client shall be the exclusive property of the Company, and Client hereby assigns and transfers all of Client's right, title and interest therein to the Company, including, without limitation, the sole right to the copyright and all works based upon, derived

from, or incorporating the work. This assignment does not include the confidential information of Client or the personal employee information for Client's employees. Client agrees that Company's intellectual property is the property of Company and that Client has no rights to Company's intellectual property, nor will Client in the future assert any ownership, privilege, right, title, or license to Company's intellectual property.

9. **Confidentiality; Security.** Each Party ("Receiving Party") will use the other Party's ("Disclosing Party") Confidential Information used or disclosed under this Agreement solely to perform its obligations under this Agreement. "Confidential Information" is defined as all non-public information (including but not limited to trade secrets, proprietary information, and information about products, business methods, business plans, financial information, product pricing information, product development strategies and pricing, related business relationships, customer and policyholder lists and information, agent lists and information, and insurance company lists and information) relating to the Disclosing Party's business that is either marked or otherwise identified as confidential or proprietary, or that a reasonable person would understand to be considered confidential by the Disclosing Party (even if not so marked or identified); and (b) all information that the Receiving Party is obligated by law to treat as confidential for the benefit of third parties. Without limiting the foregoing, the Parties agree that Company's client list and client names and information shall be treated as Confidential Information of the Company. The Receiving Party agrees that it will not use or disclose the Confidential Information of the Disclosing Party other than as permitted or required by this Agreement or as otherwise required by law. The Receiving Party will use commercially reasonable safeguards to protect the Disclosing Party's Confidential Information against unauthorized use or disclosure. Each Party will give the other prompt written notice if it learns of any unauthorized use, disclosure, theft, or other loss of the other party's Confidential Information; or, to the extent legally required, if disclosure of the Disclosing Party's Confidential Information is being sought by regulatory or legal process prior to any disclosure. The Parties agree to maintain commercially reasonable information security policies, standards, guidelines, and procedures for securing Confidential Information used or disclosed under this Agreement.

10. **HIPAA Compliance.** The parties agree to comply with all applicable laws, rules and regulations related to the privacy and security of protected health information, including the Health Insurance Portability and Accountability Act (HIPAA). The parties agree to abide by the HIPAA Business Associate Addendum which is attached hereto as Exhibit C and incorporated herein by reference.

11. Indemnity.

a. Company shall indemnify, defend, and hold Client, its affiliates, members, directors, managers, officers, employees, attorneys, successors, and assigns ("Client Indemnified Party") harmless from and against any and all claims, suits, actions, liability, loss, expense, and damages, including reasonable attorneys' fees, which Client Indemnified Party may sustain due to or arising out of any third party claim of gross negligence or intentional misconduct by Company in violation of this Agreement.

b. To the extent allowed by law, Client shall indemnify, defend, and hold Company, its affiliates, members, directors, managers, officers, employees, attorneys, successors, and assigns ("Company Indemnified Party") harmless from and against any and all claims, suits, actions, liability, loss, expense, and damages, including reasonable attorneys' fees, which Company Indemnified Party may sustain due to or arising out of any third party claim of gross negligence or intentional misconduct by Client in violation of this Agreement. Nothing contained herein shall be deemed to provide any waivers of sovereign immunity, nor require Client to indemnify Company for any losses, claims, demands, or causes of action for which Client has not waived sovereign immunity, except to the extent such waivers are provided by statute in Mo.Rev.Stat. Sections 537.600 and 537.610 et. seq. Further, any insurance purchased by Company is not

intended to act as a waiver, nor is it a waiver of any defense available to Client and its employees by statute or at common law.

12. Limitation of Liability; Exclusion of Damages.

a. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PARTIES AGREE THAT NEITHER PARTY NOR ITS AFFILIATES, AND ITS AND THEIR MEMBERS, DIRECTORS, MANAGERS, OFFICERS, EMPLOYEES, ATTORNEYS, SUCCESSORS, AND ASSIGNS, SHALL NOT BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION, FINES, PENALTIES, TAXES, OR LOSS OF GOOD WILL) ARISING IN ANY WAY OUT OF, UNDER, OR IN CONNECTION WITH A BREACH OR ALLEGED BREACH OF THIS AGREEMENT (WHETHER GROUNDED IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY) OR FAILURE TO MEET ANY DUTY, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b. WITH RESPECT TO ANY CLAIMS, DEMANDS, DAMAGES, OR ACTIONS AGAINST COMPANY AND ITS AFFILIATES, AND ITS AND THEIR MEMBERS, DIRECTORS, MANAGERS, OFFICERS, EMPLOYEES, ATTORNEYS, SUCCESSORS, AND ASSIGNS, WHETHER GROUNDED IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR UNDER ANY OTHER THEORY OF LIABILITY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, A BREACH BY COMPANY OF ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT (WHETHER OR NOT A MATERIAL BREACH), ANY DAMAGES AND LIABILITY ARISING OUT OF AND/OR RELATING TO THIS AGREEMENT THAT CLIENT AND ITS AFFILIATES MAY RECOVER FROM COMPANY FOR ANY REASON WHATSOEVER (INCLUDING ALL ACTUAL, DIRECT, AND GENERAL DAMAGES), AND CLIENT'S SOLE AND EXCLUSIVE REMEDY SHALL BE LIMITED IN ANY AND ALL CASES TO A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE TOTAL AMOUNT OF FEES PAID BY CLIENT TO COMPANY PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF SUCH CLAIM.

c. THESE LIMITATIONS OF LIABILITY ARE MADE KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY.

13. **Non-Solicitation; Non-Interference**. Client agrees that during the Term of this Agreement and for a period of 0ne (1) years following the termination of this Agreement, Client shall not, without the specific prior written consent of the Company, directly or indirectly, (1) solicit, induce, recruit, hire, or engage, or attempt to do any of the foregoing, any person who is or was an employee, agent or contractor of the Company during the Term to terminate such person's employment or contract with the Company; (2) recruit, appoint, contract, employ, hire or otherwise affiliate with any current or former employee or agent of Company; or (3) assist others in engaging in any of the activities in which Client is prohibited from engaging by the preceding clauses in this section.

14. **Dispute Resolution Process.** The Parties agree to initially attempt to resolve their disputes under this Agreement informally with escalation to senior management where warranted.

15. **Governing Law; Venue; Jurisdiction; Jury Waiver.** This Agreement shall be governed, performed, interpreted, construed, and enforced in accordance with the laws of the State of Missouri, without giving effect to any choice of law or conflict of law provision or rule. The Parties agree that the jurisdiction and venue for all disputes arising out of, related to, under, or in connection with this Agreement and the transactions contemplated hereunder, including for enforcement of this Agreement, shall be heard, addressed, determined, and resolved solely and exclusively in the state and federal courts in and for Jackson County, Missouri. The Parties waive any other venue. The Parties hereto further irrevocably waive any

claim that any action or proceeding brought in any such Jackson County, Missouri court has been brought in an inconvenient forum. **THE PARTIES EACH HEREBY KNOWINGLY, VOLUNTARILY, IRREVOCABLY, AND INTENTIONALLY WAIVE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO THE PARTIES ENTERING INTO THIS AGREEMENT.**

16. **Attorneys' Fees.** In the event that either Party is required to engage the services of legal counsel to enforce the terms and conditions of this Agreement against any other Party, regardless of whether such action results in litigation, and/or if any litigation arises based or founded upon or arising out of this Agreement, or where the effect of the construction of this Agreement is sought to be enforced, then the prevailing party in such litigation shall be entitled to recover its reasonable costs and attorneys' fees from the other party incurred at both the trial and appellate level.

17. **Non-Waiver.** No failure or delay by a Party in exercising any right, power, or privilege hereunder, and no forbearance or neglect on the part of a Party to insist upon strict compliance with the terms of the Agreement, shall operate or be considered as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof, or the exercise of any right, power, or privilege hereunder.

18. **Binding Effect on Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and the heirs, legatees, executors, administrators, legal representatives, and successors of Client and the permitted successors and assigns of Company.

19. **Severability.** If any paragraph or provision of this Agreement or application hereof is held invalid, the invalidity shall not affect any other provisions or applications of this Agreement which can be given effect without the invalid provision or application. To this end, the provisions are severable and the remaining paragraphs and provisions shall remain valid.

20. **Headings; Construction of Agreement.** The captions, headings and titles in this Agreement are solely for convenience and reference and shall in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision hereof. The Parties further acknowledge and agree that: (a) this Agreement is the result of negotiations among the Parties and shall not be deemed or construed as having been drafted by any one Party; (b) each Party and its counsel have reviewed and negotiated the terms and provisions of this Agreement (including any Exhibits attached hereto) and have contributed to its revision; (c) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement; and (d) the terms and provisions of this Agreement shall be construed fairly as to all Parties hereto and not in favor of or against any Party, regardless of which Party was generally responsible for the preparation of this Agreement.

21. **Notice.** Any notice or other communication under this Agreement shall be in writing and shall be effective when delivered (or if refused, when delivery is attempted) by the U.S. Postal Service or any nationally recognized courier service (e.g., Fed Ex) to the other Party at the address identified below, or other address as a Party may specify by notice to the other Party.

22. **Counterparts**. This Agreement may be executed by each of the Parties hereto on any number of separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart signature page to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually executed original counterpart thereof.

23. **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes and cancels all prior or contemporaneous oral or written agreements and undertakings between them with respect to the subject matter hereof. This Agreement may not be changed or modified orally but only by an instrument in writing signed by the Parties hereto, which instrument states that it is an amendment to this Agreement.

24. **Assignment.** This Agreement is not transferable by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld or delayed; however, the merger, consolidation, reorganization, change in control, or sale of substantially all of the assets of a Party, or the sale of a minority interest in a Party, or the transfer or assignment by a Party to an affiliate of a Party will not be considered a prohibited transfer or assignment or require the written consent of the other party.

25. **Insurance Coverage.** During the term of this Agreement, both Parties will keep in full force and effect: (i) commercial general liability insurance in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury and property damage; and (ii) workers' compensation insurance in an amount not less than that required by applicable law. Each Party agrees to furnish the other Party with a certificate of insurance in customary form evidencing this insurance coverage upon the requesting Party's reasonable request annually during the Term of this Agreement. Further, any insurance purchased by Client or Company is not intended to act as a waiver, nor is it a waiver of any defense available to Client and its employees by statute or at common law.

26.

27. **Force Majeure Event.** The term "Force Majeure Event" means any act or event, whether foreseen or unforeseen, that meets all three of the following tests: (1) the act or event prevents a Party, in whole or in part, from (A) performing its obligations under this Agreement; or (B) satisfying any conditions to the Party's obligations under this Agreement; (2) the act or event is beyond the reasonable control of and not the fault of the Party; and (3) the Party has been unable to avoid or overcome the act or event by the exercise of reasonable due diligence. Despite the preceding definition of a Force Majeure Event, a Force Majeure Event excludes changes in market conditions or insufficiency of funds. Notwithstanding anything in this Agreement to the contrary, if a Force Majeure Event occurs, the affected Party is excused from whatever performance is prevented by the Force Majeure Event to the extent prevented; and satisfying whatever conditions precedent to the affected Party's obligations that cannot be satisfied, to the extent they cannot be satisfied. When the affected Party is able to (i) resume performance of its obligations under this Agreement, or (ii) satisfy the conditions precedent to its obligations, it shall immediately give the non-affected Party written notice to that effect and shall resume performance under this Agreement no later than two (2) business days after the notice is delivered.

28. **Audit.** Company shall have the right to inspect and copy, and Client shall make available, at Company's option either electronically or at Client's primary offices for such purposes, all records and materials regarding the Services. Such inspection shall be granted within thirty (30) days of written request by Company for same and shall be conducted during normal business hours. Company shall have comprehensive accounting and audit rights under this Agreement.

29. **Survival.** It is understood that the provisions of this Agreement which, by their express or implicit terms, are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration and be enforceable.

IN WITNESS WHEREOF, the parties hereto have executed and delivered, or caused their duly authorized managers or officers, as applicable, to execute and deliver this Agreement, as of the Effective Date.

Company: ***Client:***

Signature: Dana Ballenger Officer National Insurance Marketing Brokers, LLC

Printed Name: Dana Ballenger

Title: Officer

Address:

National Insurance Marketing Brokers, LLC
410 Archibald Street
Kansas City, Missouri 64111
Attn: President

With a copy to:
National Insurance Marketing Brokers, LLC
Attn: General Counsel
2650 McCormick Drive, Suite 300L
Clearwater, Florida 33759

Signature: _____

Printed Name: _____

Title: _____

Address:

_____
_____
_____

EXHIBIT A-1

Brokerage Services
Plans

A. Plans

Company shall provide Brokerage Services to Client, and Company shall be Broker of Record for Client with respect to the following Plans:

- ☐ Group Short Term Disability
- ☐ Cancer
- ☐ Accident
- ☐ Critical Illness
- ☐ Permanent Life
- ☐ Identity Theft
- ☐ Hospital Indemnity

B. Brokerage Services

Company agrees to provide the following Brokerage Services with respect to the Plans referenced above in this Exhibit A-1 under this Agreement:

1. Plan Review – Company shall review Client's current Plans and provide information and recommendations regarding options, as requested by Client.

2. Insurance Needs Assessment – Company shall work with Client to determine Client's insurance needs.

3. Benefit Analysis/Financial Analysis - Conducting a periodic review and analysis of the design and performance of Client's current benefit plans and advising Client regarding available options and alternatives, as appropriate.

4. Insurance Marketing Plan – Review, evaluate and negotiate insurance renewals on Client's behalf. Company shall prepare and present to Client its plan for marketing Client to various carriers and/or Coverage providers. In furtherance of its plan, Company shall contact those markets that it has determined most likely to meet Client's needs, as made known to Company, but shall not necessarily contact every available market for the particular Coverage being sought. In so far as practical, Company shall honor Client's timely and reasonable requests to contact specific markets, but Company shall not be obligated to present Client to any carrier or Coverage provider which Company has determined would not be willing to quote Client's business or would not give a competitive quote.

5. Insurance Marketing Results - Company shall present to the Client, in summary format, information concerning markets and carriers approached. The summary shall include, as applicable: name of carrier and coverage providers approached, limits, premium, and deductible. The summary shall also include the names of any carriers or coverage providers who declined to provide a quote.

6. Review of Insurance Options - Company shall present, along with the marketing results, a comparison summary highlighting the significant terms and/or differences among the various coverages quoted. This summary is provided for Client's convenience only. It is Client's responsibility to ask

questions and to request any additional information that it deems necessary for it to make an informed decision regarding its insurance or self-insurance program.

7. Obtain Coverage – Once the Client has made its decision, Company shall take all steps necessary to communicate Client's decision to the carrier selected and to have the carrier or other Coverage provider bind Coverage on behalf of the Client.

8. Implementation – Company shall assist Client in the preparation and distribution of materials relating to the implementation of its coverage, for which client shall give final approval, including:

a. Assisting in marketing, review, and implementation of new benefit Plans, as needed.
b. Facilitating Client's review and approval of employee benefits booklets, certificates, insurance policies, and contracts prepared by insurance carriers and vendors providing services to or for the Plans.
c. Reviewing and distributing vendor administrative manuals for Clients.

9. Ongoing Service – Company will provide the following ongoing Client support services: direction and support with claims resolution and other related issues; support with billing/eligibility concerns; as a liaison between Client and carriers and vendors and serving as a proactive Client advocate; and responding to day-to-day benefit questions from Client and its employees.

EXHIBIT A-2

Administration Services
Plans
Administrative Fees

Plans
Company shall provide Administration Services to Client with respect to the following Plans:

- ☐ Medical
- ☐ Dental
- ☐ Vision
- ☐ Voluntary Group Term Life
- ☐ Group Short Term Disability
- ☐ Cancer
- ☐ Accident
- ☐ Critical Illness
- ☐ Hospital Indemnity
- ☐ Permanent Life
- ☐ Identity Theft
- ☐ Flexible Spending

System Technology Fees
Client agrees to pay Company the following System Technology Fees for access to and use of the Company's BenefitsXcelerator administration and billing system platform: $2.50 per employee per month (PEPM) fee during the Term of the Agreement. Company reserves the right to increase the PEPM System Technology Fees during the Term of the Agreement in the event that any or all of the Plans that are the subject of Exhibit A-1 Brokerage Services are moved away from Company. In the event the Parties are unable to mutually agree on a new PEPM fee, Company may terminate the Agreement.

Services
Company agrees to provide the following Administration Services with respect to the Plans referenced above in this Exhibit A-2 under this Agreement:

1. Access to Company's BenefitsXcelerator platform as a benefit enrollment and administration tool for the Plans referenced above.
2. Electronic Data Interchange (EDI) service provided for employee eligibility files to be produced and exchanged with approved insurance carriers that are included on the BenefitsXcelerator platform and have recognized the Company as a business trading partner
3. Provide and maintain an online employee benefit portal for the Client's eligible employees that will allow them to view basic benefit information on the Plans included above.
4. Provide common remitter services in the form of a consolidated billing arrangement that includes reconciliation and discrepancy reporting between selected carrier invoices and the payroll deduction files provided by the Client for only Group Short Term Disability, Cancer, Accident, Critical Illness, Permanent Life, and Identity Theft Plans.
5. While the BenefitsXcelerator platform will be used for enrollment and eligibility maintenance of the Plans in Exhibit A-2, the Parties agree that Company will not be providing common remitter services including consolidated billing and reconciliation support to Client for the Medical, Dental, Vision, Voluntary Group Term Life or Flex Spending Plans.

EXHIBIT B

Broker of Record Designation

This letter confirms that as of this day of_____, 20 , the organization listed below ("Client") has appointed National Insurance Marketing Brokers, LLC and its affiliates ("Company") as the Broker of Record in connection with the following coverages:

- ☐ Group Short Term Disability
- ☐ Cancer
- ☐ Accident
- ☐ Critical Illness
- ☐ Hospital Indemnity
- ☐ Permanent Life
- ☐ Identity Theft

and such additional coverages or insurance (the "Coverage") as Client may from time-to-time request from Company.

With respect to the Coverage identified in this Exhibit B (and as later amended), Company shall have the exclusive authority and right to negotiate with insurance carriers and other coverage providers on Client's behalf. Client shall not seek or acquire quotes directly from any insurance carrier or other coverage provider during the Term of this Agreement.

Company is authorized to provide a copy of this letter to any insurer to demonstrate Company's authority to obtain the Coverage. This appointment rescinds any and all previous appointments Client may have made with respect to the Coverage, and shall remain in full force and effect until cancelled in writing. Company shall at all times remain an independent contractor and shall not act as or be deemed to be an officer, employee, agent or fiduciary of Client.

Client authorizes Company to provide representatives of prospective insurers and other coverage providers with all information regarding Client, its operations, employees, and financial status as may be necessary for such insurer or coverage provider to evaluate Client's suitability for coverage and to prepare a quote.

Acknowledged and agreed to by:

Raytown C-2 School District Jackson County, State of Missouri		**National Insurance Marketing Brokers, LLC**	
Signature:		**Signature:**	Dana Ballenger, Officer National Insurance Marketing Brokers, LLC
By:		**By:**	Dana Ballenger,
Title:		**Title:**	Officer

EXHIBIT C

BUSINESS ASSOCIATE ADDENDUM

THIS BUSINESS ASSOCIATE ADDENDUM (the "Agreement") is made as of the Effective Date (as defined below), by and between Client and Company ("Business Associate").

Recitals

WHEREAS, the Client and the Business Associate have entered into a service agreement (the "Service Agreement") pursuant to which the Client may disclose or provide certain individually identifiable health information, protected health information, and electronic protected health information to the Business Associate and/or the Business Associate may perform or assist the Client with functions or activities that involve the use, disclosure, or creation of Protected Health Information for or from the Client. This Agreement is an exhibit to the Service Agreement.

WHEREAS, the Client and the Business Associate desire to comply with the rules and regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), including the privacy and security regulations promulgated under HIPAA and set forth in 45 C.F.R. Parts 160-164, including 45 C.F.R. § 164.504(e), and under the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), and to enter into a written agreement regarding the use and disclosure of Protected Health Information.

WHEREAS, this Agreement sets forth the terms and conditions upon which the Client will disclose Protected Health Information to the Business Associate or will allow the Business Associate to create, receive, use, or disclose Protected Health Information for, or on behalf of, the Client.

NOW, THEREFORE, in consideration of the matters set forth in the Recitals above, the promises and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Client and the Business Associate (sometimes collectively referred to as the "Parties"), intending to be legally bound, agree as follows:

1. Definitions. The definitions provided herein apply to the use of these defined terms in the Agreement. Other terms used in this Agreement, but not otherwise defined, shall have the same meaning as those terms in the Privacy Rule.
   a. "*Breach*" means the unauthorized acquisition, access, use, or disclosure of PHI as provided in 45 C.F.R. § 164.402 in a manner that is not permitted under HIPAA.
   b. *"Business Associate"* shall have the meaning given to such term at 45 C.F.R. § 160.103. For the purposes of this Agreement, National Insurance Marketing Brokers, LLC is the Business Associate.
   c. *"HITECH Act"* or "Health Information Technology for Economic and Clinical Health Act" are those provisions set forth in Title XIII of Public Law 111-5 that was enacted on February 17, 2009.
   d. "*Individual*" shall have the meaning given to such term at 45 C.F.R. § 160.103.
   e. *"Privacy Rule"* shall mean the Standards for Privacy of Individually Identifiable Health Information promulgated under HIPAA and/or the HITECH Act that is codified at 45 C.F.R. parts 160 and 164, Subparts A and E.
   f. *"Protected Health Information" ("PHI") and "Electronic Protected Health Information" ("ePHI")* shall have the meaning given to such terms at 45 C.F.R. § 160.103 and is limited to the information created or received by the Business Associate from or on behalf of the Client.
   g. "*Required by Law*" shall have the meaning given to such term at 45 C.F.R. § 164.103.

h. "*Secretary*" shall mean the Secretary of the United States Department of Health and Human Services ("HHS") or his or her designee.
i. *"Security Rule"* shall mean the Security Standards for the Protection of Electronic Protected Health Information promulgated under HIPAA and/or the HITECH Act that is codified at 45 C.F.R. parts 160 and 164, Subparts A and C.
j. "*Unsecured Protected Health Information*" means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary, as set forth in 45 C.F.R. § 164.402.

2. Obligations of the Business Associate. The Business Associate hereby agrees:
   a. not to use or disclose the Protected Health Information other than as permitted or required by this Agreement, the Service Agreement, or as otherwise Required by Law;
   b. to use appropriate safeguards to prevent the use or disclosure of Protected Health Information not expressly permitted by this Agreement, the Service Agreement, or as Required by Law;
   c. to report to the Client any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware;
   d. to ensure that any agent, including a subcontractor, to whom the Business Associate provides any Protected Health Information received from the Client, or created or received by the Business Associate for or on behalf of the Client, agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to the Protected Health Information;
   e. to make available Protected Health Information to the Client for amendment and incorporate any amendments to Protected Health Information in accordance with 45 C.F.R. § 164.526;
   f. to make available to the Client the information required for the Client to provide access to an individual or for the Client to provide an accounting of disclosures in accordance with 45 C.F.R. §§ 164.524, 164.528;
   g. to make available to the Secretary of HHS all internal practices, books and records, relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate from or on behalf of, the Client necessary to allow the Secretary to determine whether the Client is in compliance with the Privacy Rule regarding the PHI under this Agreement;
   h. to provide to the Client, within thirty (30) days of receiving a written request from the Client, information collected pertaining to disclosures of PHI by the Business Associate to permit the Client to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528;
   i. to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate that is in violation of this Agreement; and
   j. to document such disclosures of Protected Health Information and information related to such disclosures of Protected Health Information as would be required for the Client to respond to a request by an Individual for an accounting of disclosures of the Individual's Protected Health Information in accordance with 45 C.F.R. § 164.528.

3. Permitted Uses and Disclosures by the Business Associate. Except as otherwise limited by this Agreement, the Business Associate may use or disclose Protected Health Information to perform the functions, activities, or services set forth in the Service Agreement, provided that such use or disclosure would not violate HIPAA if done by the Client. Business Associate is permitted to disclose Protected Health Information to its subcontractors, agents, and/or related and affiliated entities in relation to Business Associate's performance of the functions, activities, or services set forth in the Service Agreement, provided that such use or disclosure would not violate HIPAA if done by the Client.

4. Specific Use and Disclosure Provisions. Except as otherwise limited by this Agreement, the Business Associate may:
   a. use the Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
   b. disclose the Protected Health Information for the proper management and administration of the Business Associate, provided that:
      1. any such disclosure is Required by Law, or
      2. the Business Associate obtains reasonable assurances from the person to whom the information is disclosed (the "Third Party") that (a) the Protected Health Information will remain confidential and will only be used or further disclosed for the purpose for which it was disclosed to such Third Party or as may otherwise be Required by Law, and (b) the Third Party agrees to notify the Business Associate of any instances of which the Third Party becomes aware in which the confidentiality of the Protected Health Information has been breached.
   c. use the Protected Health Information to provide data aggregation services to the Client as permitted by 45 C.F.R. 164.504(e).
   d. use Protected Health Information to report violations of law to appropriate federal and state authorities.

5. Obligations of the Client. The Client shall timely:
   a. notify the Business Associate of any limitation(s) in its notice of privacy practices, in accordance with 45 C.F.R. § 164.520, to the extent that such limitation(s) may affect the Business Associate's use or disclosure of the Protected Health Information;
   b. notify the Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such change or revocation may affect the Business Associate's use or disclosure of Protected Health Information;
   c. notify the Business Associate of any restriction(s) to the use or disclosure of Protected Health Information that the Client has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction(s) may affect the Business Associate's use or disclosure of Protected Health Information; and
   d. use appropriate safeguards to maintain the confidentiality, privacy, and security of Protected Health Information and in transmitting same to Business Associate pursuant to the Service Agreement.

6. Breach Notification. In the event of a breach of Protected Health Information, as defined by HIPAA and/or the HITECH Act, the Business Associate and/or the Client shall have certain reporting requirements. If there is a breach or perceived breach of Protected Health Information, Business Associate shall within ten (10) days of discovery of a Breach, notify the Client in writing of the occurrence and identify all individuals whose Protected Health Information has been, or is reasonably believed to have been Breached, provided however, that such period may be extended in the event a law enforcement official provides notice requiring a delay of notification. Business Associate shall within ten (10) days of discovery of a Breach, provide Client with all information required by HIPAA and all reasonable information requested by Client regarding details related to the Breach. Business Associate agrees that Client shall have the right to determine whether notice is to be provided to any Individual, regulator, law enforcement agency, consumer reporting agency, media outlet, and/or HHS, or others as required by law or regulation.

7. Term and Termination.
   a. *Term.* This Agreement shall be effective as of the Effective Date, which shall be the date that the Service Agreement takes effect or the date this Agreement has been executed by both Parties, whichever is earlier. This Agreement shall terminate when all of the Protected Health

Information provided by the Client to the Business Associate, or created or received by Business Associate on behalf of Client, is destroyed or returned to Client, or, if it is not feasible to return or destroy the Protected Health Information, protections are extended to such information in accordance with the termination provisions in this Section.

b. *Termination for Cause.* If one of the Parties hereto materially breaches this Agreement, the other party:
    1. shall provide a reasonable opportunity for the breaching party to cure the breach or end the violation, but in no event less than thirty (30) days from the date of written notice to the breaching party, and terminate the Agreement if the breaching party has not made a good faith effort to cure the breach or end the violation within this time period, or
    2. to the extent that it is consistent with the statutory obligations of the Business Associate or Client, may terminate this Agreement if a cure is not possible, as determined by the Parties jointly in their reasonable discretion, and commence negotiation of new terms of this Agreement. If there is an intentional breach of this Agreement, the Parties may evaluate the impact on the Service Agreement.
    3. However, if neither cure nor termination is feasible, the Client shall report the violation to the Secretary.

c. *Effect of Termination.*
    1. Except as provided in Section 7(c)(2) of this Agreement, and unless otherwise provided in the Service Agreement upon termination of this Agreement for any reason, the Business Associate shall, if feasible, return or destroy all Protected Health Information received from the Client, or created or received by the Business Associate for or on behalf of the Client. This provision shall apply to Protected Health Information that is in the possession of any subcontractor or agent of the Business Associate. The Business Associate shall retain no copies of the Protected Health Information.
    2. In the event that the Business Associate believes that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide written notice to the Client within sixty (60) business days of the termination of this Agreement setting forth the conditions that make return or destruction of the Protected Health Information infeasible. Upon Client's receipt of such notice from the Business Associate, the Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

8. Miscellaneous.
    a. *Regulatory References.* Any reference made herein to any provision of law or regulation shall be a reference to such section as in effect or as amended.
    b. *Assistance in Litigation or Administrative Proceedings.* The Parties agree to provide reasonable assistance to each other in the event of claims, litigation, or administrative proceedings that may arise against either of the Parties hereto based upon a claim of a violation of HIPAA.
    c. *Amendment.* This Agreement shall not and cannot be altered, amended, modified, or otherwise changed in any respect, except by the means of a written instrument executed by the Parties hereto. The Parties agree to take such action as is reasonably necessary to amend this Agreement to comply with the applicable state or federal laws rules, or regulations, including HIPAA. Notwithstanding the foregoing, this Agreement shall be deemed to be automatically amended to comply with changes in HIPAA and the HITECH Act.

EXHIBIT D – Information & Technology Guidelines and Expectations

This Information & Technologies Guidelines and Expectations Contract (hereinafter, the "Agreement") is made and entered into on this ____ day of _____, 2018, by and between Company ("Vendor") and the Raytown C-2 School District ("District"), a Missouri public school district.

WHEREAS the District desires to retain Vendor to provide employee benefit consulting services for the District's employees and Vendor desires to provide such services to the District;

WHEREAS the provision of such services by Vendor shall involve and require access to highly-confidential personal information and data of District employees; and

WHEREAS the provision of such services by Vendor may involve and require onsite-visits to the District by Vendor employees and/or contractors;

THEREFORE, the parties to this Agreement do hereby promise, covenant, agree, and assent to the following:

1. Data Storage/Maintenance. The parties agree that all data collected by Vendor (including but not limited to District employees' names, addresses, dates of birth, social security numbers, family information, health information, etc.) shall be stored within the United States of America. The parties further agree that Vendor shall maintain all data in a secure manner using appropriate technical, physical, and administrative safeguards to protect said data. No data may be backed up outside of the continental United States.

2. Data Encryption. In conducting data transactions and transfers with the District, Vendor will ensure that all such transaction and transfers are encrypted.

3. Data Portals. Vendor warrants and represents that of its data portals are secured through the use of verified digital certificates.

4. Data Breach. Vendor agrees that it will implement commercially reasonable administrative, physical and technical safeguards designed to secure District data from unauthorized access, disclosure, or use, which may include, where commercially reasonable or to the extent required by Law, data encryption, firewalls, and physical access controls to buildings and files. In the event Vendor has and confirms that an unauthorized party has accessed or had disclosed to it data that the District provided Vendor or that Vendor collected for the provision of benefits-enrollment services, and such access or disclosure occurs in a manner that compromises the security or privacy of personal information contained in said data ("Security Incident"), then Vendor will promptly, or if required by Law in such other time required by such Law, notify the District and will use reasonable efforts to cooperate with the District's investigation of the Incident.

   If, due to a Security Incident which is caused by Vendor's own acts or omissions, any third-party notification of such real or potential data breach is required under law, Vendor shall be responsible for the timing, content, and costs of such legally-required notifications. With respect to any Security Incident which is not due to the acts or omissions of Vendor or its agents, employees, or contractors, Vendor shall nevertheless reasonably cooperate in the District's investigation and third-party notifications, if any, at the District's expense. Vendor shall also be responsible for the cost of investigating any Security Incident determined to be caused by Vendor's own acts omissions as well as the payment of reasonable legal fees, audit

costs, fines, and other fees imposed against the District as a result of a Security Incident caused by Vendor. Vendor shall also be required to outline for the District the steps and processes that Vendor will take to prevent post-employment data breaches by Vendor employees after their employment with Vendor has been terminated.

5. Data Dictionary. Vendor will provide the District with a data dictionary that inventories all data field that are encrypted within Vendor's platform maintaining collected District data (note that data within the enrollment platform is not encrypted now but system enhancements will allow for such by January 1, 2019) .

6. Data Ownership. The parties agree that, notwithstanding Vendor's possession of or control over District data, the District maintains ownership of all data that the District provides to Vendor or that Vendor collects from the District. Vendor further agrees that District data cannot be used by Vendor for marketing, advertising, or data mining, or shared with any third parties for purposes other than contemplated herein unless allowed by law and expressly authorized by the District in writing.

7. Vendor Access to District Data. The parties agree that Vendor shall exclusively limit its employees, contractors, and agents' access to and use of District data to those individuals who have a legitimate need to access District data in order to provide required support of the system or services to the District under the parties' agreement for the provision of benefits-enrollment services. Vendor warrants that all of its employees, contractors, or agents who have such access to confidential District data will be properly vetted to ensure that such individuals have no convictions of crimes involving moral turpitude.

8. Data Handling in the Event of Termination. In the event that the parties terminated their agreement for the provision of Vendor's services, any District data within Vendor's possession or control must be provided to the District and all other copies of the data must be de-identified/deleted. De-identified data will have all direct and indirect personal identifiers removed, including but not limited to names, addresses, dates of birth, social security numbers, family information, and health information. Furthermore, Vendor agrees not to attempt to re-identify de-identified data and not to transfer de-identified data to any party unless that party agrees not to attempt re-identification. If District data is disclosed without de-identifying the same as required herein, written notice shall be provided to the District. If District data is restored from a back-up after the parties' termination of their agreement for Vendor's services, then that data must also be de-identified/deleted.

9. Cyber Security Insurance. Vendor will provide to the District a certificate of insurance describing Vendor's Cyber Security Insurance.

10. Vendor Visits to District Property. The parties recognize that certain Vendor employees, contractors, or agents may visit the District's property in order to obtain the necessary information for the provision of Vendor's benefits-enrollment services. The parties agree that, before any such visits to the District occur, all visiting Vendor employees, contractors, or agents must clear both criminal and child abuse & neglect background checks in accordance with District Board of Education Policy GBEBC and GBEBC-AP1. Vendor further agrees that its employees, contractors, or agents who visit the District will not have contact or interact with the District's students, provided District provides such employees, contractors or agents with an area at the District's location(s) that will allow for necessary services to be performed free from contact and interaction with students. Vendor will indemnify, defend, and hold the District, its board members, administrators, employees and agents harmless from and against liability for any and all claims, actions, proceedings, demands, costs, penalties, fees (including

without limitation, expert witness and attorneys' fees), damages, and liabilities whatsoever resulting directly or indirectly, in whole or in part, from the acts and/or omissions of Vendor and/or its employees, contractors, or agents, subcontractors in connection with visits to the District's property as described herein.

Debra Baker, Debra National Insurance Marketing Broker, LLC

12-19-18

NAME, Title
National Insurance Marketing Brokers, LLC

Date

NAME, Title
Raytown C-2 School District

Date