

EMPLOYEE BENEFIT CONSULTING AND ADMINISTRATION SERVICES AGREEMENT

THIS EMPLOYEE BENEFIT CONSULTING AND ADMINISTRATION SERVICES AGREEMENT, together with Exhibit A-1 (Brokerage Services & Plans), Exhibit A-2 (Administration Services, Plans & Fees), Exhibit B (Broker of Record Designation), and Exhibit C (Business Associate Addendum), and all exhibits and addenda attached hereto and incorporated herein (collectively “**Services Agreement**”) is made and entered into as of this ____ day of March, 2024 for plan year effective date beginning July 1, 2024 (“**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 Kansas 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 Services 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 Services Agreement for the Plans that are the subject of this Services Agreement.
- D. **WHEREAS**, Client acknowledges and agrees that Company advances and incurs substantial costs to provide the services contemplated by this Services Agreement and Client further acknowledges and agrees that the only way Company can recover these costs are through commissions received by carriers which can only occur if the Services Agreement remains in effect for a minimum of twelve (12) months.
- E. **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

The above recitations are hereby acknowledged, accepted and fully restated and incorporated herein as substantive provisions and not as mere recitals and the Parties acknowledge them as being true and correct. 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**”) 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 Administration Services are collectively referred to herein as the “**Services**” and a full description of those Services is provided in the applicable exhibits attached

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and incorporated herein. The Parties agree that additional services that may be mutually agreed to by the Parties will be set forth in additional exhibits or amended exhibits to this Services Agreement.

2. **Authority to Act.** Company's authority shall extend only to the Plans identified in the applicable Exhibit A-1 and A-2. Except as set forth in or as contemplated by this Services 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 in 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 Company. 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 Services 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 Services 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 Services Agreement, shall be complete and accurate, and Client represents that Company may rely upon such information. Company shall serve

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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.

- a. Client agrees to promote and communicate to all newly hired employees the availability of the Company's Benefit Call Center as the primary method to complete their benefit enrollment process.
- b. Client agrees to accept the voice signature recording of employees as authorization by the employee to deduct insurance plan coverage(s) elections made by Company on behalf of Client employees during the benefit enrollment process.
- c. Client agrees to process all employee payroll deduction contributions, and remit premium payment, to carriers in a timely manner. Provide confirmation upon request to Company of the premium amounts remitted to voluntary carriers. If deductions are not taken due to any clerical, technological, or administrative error or mishap on the part of the Client, then Client assumes responsibility for and will remit premiums accordingly to ensure employee coverage is in force according to the employees' voluntary product election.

4. **Compensation.** 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 services as provided in Exhibit A-2 for the Plans referenced therein ("**Services,**" "**System Technology & Administrative Fees**"). Any Services that Company provides to Client outside of or in addition to the scope of the Services in the respective Exhibit A-1 or A-2 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 Exhibits.

5. **Independent Contractor.** It is understood and agreed that the Parties are independent contractors with respect to one another. Nothing contained in this Services 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 Services Agreement.

7. **Term; Termination.** The term of this Services Agreement shall be an initial term of twelve (12) months from the Effective Date ("**Initial Term**"). This Services Agreement shall automatically renew for four (4) consecutive twelve (12) month 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". The Client acknowledges and agrees that for the first twelve (12) months of this Services Agreement, the Client can only terminate this Services Agreement for good cause. Good cause being limited to a direct, significant, material, and harmful breach by Company of this Services Agreement, a technical breach or a breach causing de minimis or nominal damages will not suffice. The Company will provide Company with notice and forty-five (45) days to cure any breach. The Client agrees that in the event of any breach by the Client, including premature and improper termination of this Services Agreement, the Company will be entitled to recover from Client, lost commissions and fees that would have been earned for the full twelve (12) months following the effective date of benefits elected by employees during the contract year. This Services Agreement shall terminate upon the dissolution, liquidation, or insolvency of any Party hereto. This Services Agreement shall terminate following the filing of

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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 Services Agreement or would cause a penalty to either party if the Services Agreement is continued, and if the Services 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 Services Agreement for the amount of Fees under this Services Agreement, this Services Agreement may be terminated by the affected Party. Except as to default in payment obligations, in the event a Party materially breaches the Services 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 Services 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 Services Agreement solely to perform its obligations under this Services 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 Services 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 Services 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

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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 Services Agreement. This indemnification shall not apply to a breach of privacy or cybersecurity.
- b. 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 Services Agreement.

12. **Limitation of Liability; Exclusion of Damages.**

- a. THE PARTIES AGREE THAT COMPANY AND ITS AFFILIATES, AND ITS AND THEIR MEMBERS, DIRECTORS, MANAGERS, OFFICERS, EMPLOYEES, ATTORNEYS, SUCCESSORS, AND ASSIGNS, SHALL NOT BE LIABLE TO CLIENT 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 SERVICES 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 SERVICES AGREEMENT (WHETHER OR NOT A MATERIAL BREACH), ANY DAMAGES AND LIABILITY ARISING OUT OF AND/OR RELATING TO THIS SERVICES 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 SERVICES AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF SUCH

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CLAIM. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO ANY BREACH OF PRIVACY OR CYBERSECURITY.

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

13. **Non-Solicitation; Non-Interference.** Client agrees that during the Term of this Services Agreement and for a period of two (2) years following the termination of this Services 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 Services Agreement informally with escalation to senior management where warranted.

15. **Governing Law; Venue; Jurisdiction; Jury Waiver.** This Services Agreement shall be governed, performed, interpreted, construed, and enforced in accordance with the laws of the State of Kansas, 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 Services Agreement and the transactions contemplated hereunder, including for enforcement of this Services Agreement, shall be heard, addressed, determined, and resolved solely and exclusively in the state and federal courts in and for Johnson County, Kansas. The Parties waive any other venue. The Parties hereto further irrevocably waive any claim that any action or proceeding brought in any such Johnson County, Kansas 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 SERVICES AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO THE PARTIES ENTERING INTO THIS SERVICES 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 Services 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 Services Agreement, or where the effect of the construction of this Services 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 Services 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 Services 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.

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19. **Severability.** If any paragraph or provision of this Services Agreement or application hereof is held invalid, the invalidity shall not affect any other provisions or applications of this Services 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 Services Agreement.** The captions, headings and titles in this Services Agreement are solely for convenience and reference and shall in no way define, describe, extend or limit the scope or intent of this Services Agreement or the intent of any provision hereof. The Parties further acknowledge and agree that: (a) this Services 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 Services 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 Services Agreement; and (d) the terms and provisions of this Services 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 Services Agreement. To the extent there are any inconsistencies with defined terms between any of the attached exhibits or this agreement, the definitions given in the exhibit will govern.

21. **Notice.** Any notice or other communication under this Services 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 Services 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 Services 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 Services Agreement and Exhibits and Addenda constitute 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 Services 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 Services Agreement.

24. **Assignment.** This Services 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 Services 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 Services Agreement.

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26. **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 Services Agreement; or (B) satisfying any conditions to the Party’s obligations under this Services 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 Services 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 Services 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 Services Agreement no later than two (2) business days after the notice is delivered.

27. **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 ten (10) 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 Services Agreement.

28. **Survival.** It is understood that the provisions of this Services Agreement which, by their express or implicit terms, are intended to survive the termination or expiration of this Services 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 Services Agreement, as of the Effective Date.

Company/Business Associate:
National Insurance Marketing Brokers, LLC

Client/Plan Sponsor:
Raytown C-2 School District, Jackson County,
State or Missouri

State of Kansas

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Address:

Address:

National Insurance Marketing Brokers, LLC
4551 W 107th Street, Suite 310
Overland Park, KS 66207
Attn: President

With a copy to:

National Insurance Marketing Brokers, LLC
Attn: General Counsel

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2650 McCormick Drive, Suite 300L
Clearwater, Florida 33759

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EXHIBITS

A-I	Brokerage Services & Plans
A - II	Administration Services, Plans & Fees
B	Broker of Record Designation
C	Business Associate Addendum

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EXHIBIT A-1

**Brokerage Services
& Plans**

A. Plans

Company shall provide Brokerage Services to Client, and Company shall be Broker of Record for Client for the first benefit enrollment effective date and the 12 month period thereafter, and any additional years in which the contract is in effect with respect to the following Plans:

Voluntary

- Short & Long Term Disability
- Universal Life & Life Events
- Accident Insurance
- Hospital Indemnity
- Critical Illness
- Cancer Insurance

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 Services Agreement:

The services provided will comply with the Client's requirements. Examples of brokerage services are as follows:

1. Plan Review & Insurance Needs Assessment – Company shall review Client's current Plans and provide information and recommendations regarding options, as requested by Client. Company shall work with Client to determine Client's insurance needs, including conducting a periodic review and analysis of the design and performance of Client's current benefit plans and advise Client regarding available options and alternatives, as appropriate.

2. Insurance Marketing Plan & Results – Company shall 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.

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.

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.

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3. 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.

4. 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.

5. Ongoing Service – Company shall 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.

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EXHIBIT A-II**Administration Services,
Plans & Fees****Plans**

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

Category I Full Service (Billing & EDI)	Category II EDI Only	Category III Supplemental Services
Short & Long Term Disability Universal Life & Life Events Accident Insurance Hospital Indemnity Critical Illness Cancer Insurance	Medical Dental Vision H.S.A F.S.A	None

Services

Company agrees to provide the following Administration Services for the respective Plans categorized above in this Exhibit A-2 under this Services Agreement:

1. Access to Company's TurnKey platform as a benefit enrollment and administration tool for the Plans referenced above. Category I + II + III
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 TurnKey platform and have recognized the Company as a business trading partner. Any additional Plans added or changed in Category I or II, may result in a per EDI set up fee of up to \$5,000 per line of coverage. Company will evaluate scope of work to build new/modified EDIs and provide a cost summary proposal to the Client for approval. Category I + II + III
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. Category I + II + III
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 products listed in Exhibit A-1 and Category I above. While the TurnKey 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 Category II & III plans above.

System Technology & Benefits Administrative Fees

Client agrees to pay Company the following System Technology & Administrative Fees for access to and use of the Company's TurnKey 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 & Administrative Fees during the Term of the Services 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 Services Agreement.

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EXHIBIT B
Broker of Record Designation

This letter confirms that as of this ____ day of March, 2024, 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:

- Short & Long Term Disability
- Universal Life & Life Events
- Accident Insurance
- Hospital Indemnity
- Critical Illness
- Cancer Insurance

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, other coverage provider, or other employee benefit consulting service, during the Term of the Services Agreement. It will be a material breach of the Services Agreement if Client seeks or acquires quotes directly from any insurance carrier, other coverage provider, or other employee benefit consulting service.

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.

This Broker of Record Designation is acknowledged and agreed to by:

Company/Business Associate:
 National Insurance Marketing Brokers, LLC
 State of Kansas
 Signature: _____
 Printed Name: _____
 Title: _____

Client/Plan Sponsor:
 Raytown C-2 School District, Jackson County,
 State of Missouri
 Signature: _____
 Printed Name: _____
 Title: _____

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EXHIBIT C
Business Associate Addendum

THIS BUSINESS ASSOCIATE ADDENDUM (the “Addendum”) 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 an Employee Benefit Consulting and Administration Services Agreement (the “Services 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 Addendum is an exhibit to the Services 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 Addendum 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 Addendum. Other terms used in this Addendum, 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 Addendum, 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.

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- 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 Addendum, the Services 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 Addendum, the Services 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 Addendum 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 Addendum 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 Addendum;
- 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 Addendum; 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 Addendum, the Business Associate may use or disclose Protected Health Information to perform the functions, activities, or services set forth in the Services 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 Services Agreement,

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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 Addendum, 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 Addendum.

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 Addendum shall be effective as of the Effective Date, which shall be the date that

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- the Services Agreement takes effect or the date this Addendum has been executed by both Parties, whichever is earlier. This Addendum 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 Addendum, 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 Addendum 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 Addendum if a cure is not possible, as determined by the Parties jointly in their reasonable discretion, and commence negotiation of new terms of this Addendum. If there is an intentional breach of this Addendum, the Parties may evaluate the impact on the Services 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 Addendum, and unless otherwise provided in the Services Agreement upon termination of this Addendum 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 Addendum 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 Addendum 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 Addendum 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 Addendum to comply with the applicable state or federal laws rules, or regulations, including

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HIPAA. Notwithstanding the foregoing, this Addendum shall be deemed to be automatically amended to comply with changes in HIPAA and the HITECH Act.

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