



## **NOTICE**

**Special Meeting of the Board of Directors of the  
League Insurance Government Health Team (LIGHT)  
by virtual conferencing  
Dec. 20, 2024, at 10:15 a.m. CT/9:15 a.m. MT**

PLEASE TAKE NOTICE that on **Wednesday, Dec. 20, 2024, at 10:15 a.m. CT/9:15 a.m. MT**, the League Insurance Government Health Team (LIGHT) will hold a Special Meeting of the LIGHT Board of Directors by virtual conferencing.

An agenda of subjects known at this time is included with this notice, but the agenda shall be kept continually current and readily available for public inspection at the principal office of LIGHT during normal business hours at 206 S 13<sup>th</sup> Street, Suite 800, Lincoln, Nebraska.

The City of West Point Council Chambers at 444 South Main, West Point, Nebraska, 68788, is open for attendance by the public during the meeting. LIGHT Vice Chair Tom Goulette, or his designee, will inform the public about the location of the copy of the Open Meetings Act which is accessible to members of the public at the City of West Point Council Chambers. A notice of this meeting with the agenda and other materials are available at this location with a copy of the Open Meetings Act posted.

You may join the meeting by Zoom via Computer, Smart Device or Telephone [lonm-org.zoom.us/j/81536061729?pwd=laaykCIWHJbE4NX67O7ecblEVQokxD.1](https://lonm-org.zoom.us/j/81536061729?pwd=laaykCIWHJbE4NX67O7ecblEVQokxD.1) or via phone at 877-853-5257. The Meeting ID is 889 5999 4850 and the Passcode is 733555.

On Dec. 18, 2024, notice of this meeting with the agenda and other materials were sent to all LIGHT members and the LIGHT Board of Directors. Notice of this meeting with the agenda and other materials are available for public inspection at 206 S 13<sup>th</sup> Street, Suite 800, in Lincoln, Nebraska and posted with the following links kept continually current: an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act on the website of the League of Nebraska Municipalities – [lonm.org/light/](https://lonm.org/light/).



## **AGENDA**

### **Special Meeting of the Board of Directors of the League Insurance Government Health Team (LIGHT)**

**by virtual conferencing**

**Dec. 20, 2024, at 10:15 a.m. CT/9:15 a.m. MT**

In accordance with the Open Meetings Act, Chapter 84, Article 14 of the Reissue Revised Statutes of the State of Nebraska 1943, as amended, one copy of all reproducible written materials to be discussed is available to the public at the meeting and at the link below for examination and copying. The LIGHT Board of Directors may pass motions to go into closed session on agenda items pursuant to the requirements of the Open Meetings Act.

Join the meeting by Zoom via Computer, Smart Device or Telephone [lonm-org.zoom.us/j/81536061729?pwd=laaykCIWHJbE4NX67O7ecbIEVQokxD.1](https://lonm-org.zoom.us/j/81536061729?pwd=laaykCIWHJbE4NX67O7ecbIEVQokxD.1) or via phone at 877-853-5257. The Meeting ID is 889 5999 4850 and the Passcode is 733555.

*Officials of LIGHT members and members of the public may comment on agenda items or listen to the Board of Directors Meeting; however, if the Board of Directors votes to hold a closed session pursuant to the Open Meetings Act, officials of LIGHT members, and members of the public may not comment or listen during that time.*

#### **1. Call meeting to order:**

- a. 10:15 a.m. CT/9:15 a.m. MT – Plattsmouth Mayor Paul Lambert, Chair of the LIGHT Board, will call the meeting to order.
- b. Roll call.
- c. Indicate that on Dec. 18, 2024, a notice of this meeting with the agenda and other materials were sent to all LIGHT members and the LIGHT Board of Directors. Notice of this meeting with the agenda and other materials were available for public inspection at 206 S 13<sup>th</sup> Street, Suite 800, in Lincoln, Nebraska, and also posted with the following links kept continually current: an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act on the website of the League of Nebraska Municipalities – [lonm.org/light/](https://lonm.org/light/).
- d. The City of West Point Council Chambers at 444 South Main, West Point, Nebraska, 68788, is open for attendance by the public during the meeting. LIGHT Vice Chair Tom Goulette, or his designee, will inform the public about the location of the copy of the Open Meetings Act which is accessible to members of the public at the City of West Point Council Chambers. A notice of this meeting with the agenda and other materials are available at this location with a copy of the Open Meetings Act posted.

- e. Public comment on any agenda item(s): Pursuant to the Open Meetings Act, the LIGHT Board Chair reserves the right to limit comments on agenda items. In accordance with the Open Meetings Act, there is no time limit on comments made by members of the LIGHT Board of Directors.
  - f. Pledge of Allegiance to the Flag of the United States of America.
- 2. Consider a motion to approve the recommendation of the LIGHT Benefit Administration Working Group to select Alliant as LIGHT's consultant for ancillary line coverages and APEX Engagement Solutions as LIGHT's new benefit administration platform, effective March 1, 2025.**  
*Michelle Sitorius, LIGHT's Legal Counsel, Cline Williams*  
*Dennis Maggart, President, McInnes Maggart Consulting Group*  
*L. Lynn Rex, Ex-Officio, Non-Voting Board Member; Executive Director of the League of Nebraska Municipalities (LIGHT's Administrator)*
- 3. Consider a motion to approve the draft contracts authorizing Michelle Sitorius, LIGHT's Legal Counsel, to finalize changes as needed.**  
**See pages 4-43**  
*Michelle Sitorius, LIGHT's Legal Counsel, Cline Williams*  
*Dennis Maggart, President, McInnes Maggart Consulting Group*  
*L. Lynn Rex, Ex-Officio, Non-Voting Board Member; Executive Director of the League of Nebraska Municipalities (LIGHT's Administrator)*
- 4. Consider a motion to adjourn.**

## CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (“**Agreement**”) is effective [REDACTED] (“**Effective Date**”) between Alliant Insurance Services, Inc., a California corporation with its principal place of business at 18100 Von Karman Ave, 10th Floor, Irvine, CA 92612 (“**Alliant**”), and LEAGUE INSURANCE GROUP HEALTH TEAM aka LIGHT an Association with its principal place of business at 206 South 13<sup>th</sup> Street, Suite 800, Lincoln, NE 68508 (“**Client**”). Alliant and Client may be referred to in this Agreement individually as a “Party” and together as the “Parties.” The schedules, attachments and exhibits referenced in and attached to this Agreement shall be deemed an integral part of this Agreement and the term Agreement as referenced herein shall include all schedules, attachments and exhibits. In the event any inconsistency or conflict exists between the provisions of this Agreement and any schedules, attachments or exhibits attached hereto, the provisions of this Agreement shall supersede the provisions of any such schedules, attachments or exhibits.

### 1. **Services.**

- a. **Scope of Services.** Alliant shall provide the services described in Schedule I (collectively, “**Services**”) for Client’s employee benefit plan(s) for which Alliant is designated as the broker of record (“**Plan(s)**”).
- b. **Services Warranty.** Alliant warrants that the Services will be performed in a professional and workmanlike manner in accordance with industry standards and in compliance with applicable laws and regulations.

### 2. **Compensation Disclosure.** In consideration for the Services, Alliant discloses the compensation it receives pursuant to this Agreement in Schedule II.

### 3. **Client Obligations.**

- a. **Service-Specific Obligations.** Client shall be responsible for all client obligations identified in Schedule I.
- b. **Client-Provided Information.** Client shall, promptly after the Effective Date and thereafter upon Alliant’s request, provide all information requested by Alliant that may be necessary for Alliant to perform the Services, including, without limitation, information about Client, Client’s existing employee benefits plans, loss experience, and risk exposures; provided that, Client shall not provide Alliant with any individual’s personally identifiable information unless Alliant specifically requests such information in order to perform the Services. Client acknowledges that Alliant relies on such Client-provided information in order to perform the Services. Client confirms that all information it provides to Alliant will be complete and accurate.
- c. **Material Changes.** Client shall promptly report to Alliant in writing any significant changes in exposures, loss-related data, Client’s operations, coverages or limits, lines of coverage, or any other change that will change the scope or nature of Client’s insurance plans.
- d. **Review.** Client shall promptly review coverage documents, templates, and other documents for the Plan(s) provided by Alliant, the insurer, or the third party administrator (TPA), to ensure that the documents are consistent with Client’s specifications. Client shall promptly inform Alliant of any discrepancies or required changes.

- e. **Delay.** Client shall perform its obligations under this Section 3, including the obligation to provide all information requested by Alliant, as soon as practicable but no later than the dates agreed upon by Alliant and Client. Alliant is not liable for any delay or partial performance in performing the Services to the extent such delay or partial performance arises from Client's delay in performing its obligations under this Section 3 or promptly making decisions related to the Plan(s).

#### 4. **Disclaimers.**

- a. **Not Legal or Tax Advice.** Alliant is not responsible for Client's compliance with any laws, regulations, and/or statutes affecting the Plan(s). None of the services, advice, recommendations, or communications provided by Alliant constitutes legal or tax advice, analysis, or opinion, and Client shall not interpret or rely on any of Alliant's services, advice, recommendations, or communications as legal or tax advice, analysis, or opinion.
- b. **No Fiduciary Relationship.** Alliant will not have discretionary authority or discretionary control with respect to the administration or management of any of the Plan(s). Alliant also will not have authority to exercise any discretion or control with regard to the management, use, or disposition of any assets of the Plan(s) and will not render any investment advice with respect to the Plan(s) or any assets of the Plan(s). Alliant does not provide services as a fiduciary of the Plan(s), and its performance of the Services will not make it a "fiduciary" for purposes of the Employee Retirement Income Security Act of 1974 ("**ERISA**"), as amended. Client shall not represent that Alliant is a fiduciary for purposes of ERISA.
- c. **Plan Recommendations and Funding.** Any plans or plan provisions recommended by Alliant are solely recommendations, and Client, not Alliant, has the ultimate authority to select and modify the plans. Alliant shall have no responsibility, risk, liability, or obligation for funding the Plan(s). All responsibility, risk, liability, and obligation for funding the Plan(s) lies solely with the Plan(s) and the plan sponsor(s).
- d. **Preferred Pricing.** Alliant expended resources and goodwill to negotiate favorable pricing terms from certain third party vendors or service providers for the benefit of Alliant's clients (such negotiated pricing terms, "**Preferred Pricing**"). To the extent Client engages a third party to provide services for the Plan and benefits from such third party's Preferred Pricing as a client of Alliant, Client acknowledges that its access to such Preferred Pricing will terminate upon the termination of this Agreement.
- e. **Other Brokers.** Alliant is not responsible for, and hereby disclaims all liability for, any acts, errors, and/or omissions of Client's previous brokers, consultants, and/or advisors. If Client has any employee benefits plan(s) for which Alliant is not the broker of record, Alliant is not responsible for performing any services with respect to such plan(s) and hereby disclaims all liability for any acts, errors, and/or omissions of Client's other brokers, consultants, and/or advisors.

#### 5. **Confidentiality.**

- a. **Definitions.** The Services and work product exchanged by the Parties under this Agreement are to be used exclusively to carry out the terms, conditions, and purposes set forth in this Agreement. During the Term, the Parties may each

exchange information considered confidential, proprietary, and/or trade secret, including, without limitation, financial information, pricing information, intellectual property, ideas, concepts, systems, designs, research and technical information, business and operational policies, plans, processes, procedures and strategies, system design and operating specifications, data, recommendations, proposals, reports and similar information (collectively, “**Confidential Information**”). Confidential Information specifically includes the compensation information contained in Schedule II and any amendments or addendums to this Agreement containing information on the compensation Alliant receives under the terms of this Agreement. For purposes of this Section 5, the Party disclosing Confidential Information is the “**Disclosing Party**” and the Party receiving Confidential Information is the “**Receiving Party**.”

- b. **Exclusions.** Confidential Information does not include information that is (i) in, or that becomes part of, the public domain other than as a result of a breach of this Section 5; (ii) independently developed by the Receiving Party as demonstrated by its records; (iii) lawfully known by the Receiving Party, without any obligation of confidentiality or other restriction on use or disclosure, prior to disclosure of the information by Disclosing Party; or (iv) disclosed by a third party whom the Receiving Party has no reason to believe has any confidentiality or fiduciary obligation to such information’s owner.
- c. **Legal Compulsion.** A Receiving Party may disclose Confidential Information only to the extent necessary to comply with a valid order of a court or governmental agency with proper jurisdiction or as required by law or regulation; provided that, the Receiving Party shall, to the extent allowed by law, promptly advise the Disclosing Party of the order, subpoena, or request in order to enable the Disclosing Party to employ lawful means to avoid or limit disclosure. Either Party is also entitled to release Confidential Information as required to prosecute or defend any claim under this Agreement; provided however, that the Party seeking to release or use the information shall take all reasonable steps necessary to avoid disclosing Confidential Information, including filing documents and papers under seal.
- d. **Non-Disclosure; Reasonable Efforts.** Except as otherwise provided in this Agreement or as required by applicable law, a Receiving Party shall not distribute, use, or rely upon Confidential Information without the Disclosing Party’s permission. Additionally, except as otherwise provided in this Agreement, a Receiving Party shall not directly or indirectly communicate, divulge, or otherwise disclose the Confidential Information to any unauthorized person or entity. The Parties shall employ reasonable and customary business practices to protect and secure Confidential Information from unauthorized release or distribution and to limit access and usage of Confidential Information to those employees, officers, directors, agents, subcontractors, representatives, and advisors (including, without limitation, attorneys, accountants, and financial advisors) (collectively, its “**Representatives**”) who have legitimate “need to know” the information in order to perform under this Agreement and who are bound by obligations of confidentiality no less restrictive than this Section 5. The Receiving Party will be liable for any breach of this Agreement by any of its Representatives.
- e. **Ownership of Confidential Information.** Except as otherwise provided in this Agreement, Confidential Information is and remains the absolute and exclusive property of the Disclosing Party and its unique and variable asset.

- f. **Return of Confidential Information.** Upon this Agreement's termination or earlier upon the Disclosing Party's request, the Receiving Party shall promptly return all Confidential Information, including all copies, received in non-electronic form and shall destroy all information received electronically. Notwithstanding anything to the contrary in this Agreement, the Receiving Party may retain copies of Confidential Information in order to comply with legal or regulatory requirements and any electronic files automatically saved pursuant to its archiving and document retention procedures and that cannot reasonably be deleted; with respect to all such retained copies, the Receiving Party will remain subject to the confidentiality obligations stated in this Section 5 for so long as the copies are retained.
- g. **Survival.** The obligations contained in this Section 5 will survive termination of this Agreement for a period of two years or longer as required by law. Nothing in this section limits or otherwise diminishes the protections afforded to trade secret information or by applicable law.
- h. **Injunctive Relief.** A breach of this Section 5 may cause irreparable injury to a Disclosing Party. For this reason, in the event of a breach, a Disclosing Party is entitled to seek injunctive relief or other equitable relief, without prejudice to any other remedies that may be available.

## 6. **Licenses and Ownership.**

- a. **Media License.** To the extent that Alliant will prepare benefit brochures, open enrollment materials, or other benefit communications for Client's employees (collectively, "***Benefit Materials***"), and Client has or will provide photographs, images, other media, trademarks, and/or logos (collectively, "***Media***") to include in the Benefit Materials, Client hereby grants Alliant a worldwide, perpetual, royalty-free, non-exclusive, sublicensable right and license to use the Media in the Benefit Materials. This license includes the right to use, reproduce, edit, crop, retouch, distribute, and create derivative works of the Media as needed to incorporate the Media into the Benefit Materials and to otherwise prepare and distribute the Benefit Materials. Client represents and warrants that (i) it is the owner of the Media or has the right to grant Alliant the licenses to use the Media, free of all liens, claims, and encumbrances; and (ii) Alliant's use of the Media as specified in this Agreement will not infringe the rights, including the personal or proprietary rights, of any other party.
- b. **Other Client Information.** Client hereby grants Alliant a worldwide, royalty-free, non-exclusive, sublicensable, and revocable license to use all Client-provided information as necessary to provide the Services. Client represents and warrants that it has or will obtain the necessary consents from each individual before providing or otherwise disclosing any of the individual's personally identifiable information to Alliant.
- c. **Ownership.** Except as otherwise expressly stated in this Agreement, Client will retain all ownership rights in the Media and other Client-provided information. Alliant will retain all ownership rights to all information, data, benefit analysis, materials, specifications, and products supplied by Alliant (collectively, "***Work Product***"), together with all intellectual property rights in the Work Product. Work Product is solely for use by Client and its Plan(s) and may not, without Alliant's prior written consent, be shared with anyone other than Client's employees and advisors who have a legitimate need to know, Plan participants and beneficiaries, or as required by law.

## 7. Term and Termination.

- a. **Term.** Unless terminated in accordance with this Section 7, this Agreement will have an initial term of three years from the Effective Date (“**Initial Term**”), after which it will automatically renew for successive one-year periods (“**Renewal Term(s)**”). The Initial Term and all Renewal Term(s) are collectively the “**Term.**”
- b. **Termination.**
- i. **For Convenience.** Either Party may terminate this Agreement by notifying the other Party in writing of its intent not to renew the Agreement at least 60 days before the end of the Initial Term or the then-current Renewal Term. Additionally, during any Renewal Term, either Party may terminate this Agreement for any reason upon 90 days’ prior written notice.
- ii. **For Cause.** During the Initial Term or any Renewal Term, either Party may terminate this Agreement if the other Party’s material breach remains uncured for 30 days following its receipt of the terminating Party’s written notice of the breach.
- c. **Final Fees.** No later than 30 days after this Agreement’s termination, Alliant shall issue a final invoice for any services performed and expenses incurred by Alliant on or before the Agreement’s effective date of termination and that remain payable by Client. The Client shall pay such invoice within 45 days of its receipt of the invoice.
- d. **Survival.** Except as otherwise stated in this Agreement, the rights and obligations contained in Sections 5, 7, 8, 9, 10, and 11 of this Agreement shall survive the termination of this Agreement.

## 8. Indemnification.

- a. **Claims Subject to Indemnification.** With respect to any action, claim, suit, investigation, or proceeding brought by a third party and that arises out of this Agreement (each, a “**Third Party Claim**”), each Party (“**Indemnitor**”) shall indemnify, defend, and hold harmless the other Party, including its affiliates and each of their officers, directors, employees, and assigns (each, an “**Indemnitee**”), from and against all losses, damages, claims, fines, penalties, costs, and expenses (including reasonable attorneys’ fees) (collectively, “**Losses**”) arising out of that Third Party Claim to the extent the Losses resulted from the Indemnitor’s breach of this Agreement, negligence, willful misconduct, and/or violation of applicable law or regulation.
- b. **Process.** Indemnitee shall promptly notify Indemnitor in writing of any claims subject to indemnification under this Section 8, provided that Indemnitee’s delay in providing such notice will not relieve Indemnitor of its indemnification obligations except to the extent that Indemnitor is materially prejudiced by the delay. Indemnitor, at its sole expense, will have the right to control the defense and settlement of the claim. Indemnitor may settle or consent to the entry of any judgment with respect to any claim involving only the payment of money, but shall not, without the Indemnitee’s prior written consent, which shall not be unreasonably withheld, settle any other claim or consent to any judgment that obligates Indemnitee to take any independent action or pay money. Indemnitee shall reasonably cooperate with the Indemnitor, at Indemnitor’s expense, in connection with the defense of any claim subject to this Section 8 and shall, at the Indemnitor’s expense, provide all information reasonably



requested for defense of such claim. The Indemnitee may, at its own expense, retain separate counsel and participate in (but not control) any action under this Section 8.

9. **Limitation of Liability.** *Alliant will not be liable to Client for any special, indirect, consequential, or punitive damages arising out of this Agreement, even if Alliant knows of the possibility of such damages. Additionally, Alliant will not be liable to Client for damages of any kind in an amount in excess of the total amount Client paid to Alliant for the Services in the twelve-month period preceding the incident giving rise to such liability. Notwithstanding the foregoing, nothing in this Section 9 shall limit a Party's indemnification obligations under Section 8 or limit a Party's liability resulting from the Party's fraud, gross negligence, or willful misconduct.*

10. **Miscellaneous.**

- a. **Independent Contractor.** Alliant is an independent contractor for Client. This Agreement does not create a partnership, joint venture, franchise, employment, or any agency relationship between the Parties. Neither Party has any authority to act on behalf of the other Party or bind the other Party in any respect; provided, however, that Alliant has the authority to act as a broker on behalf of Client as contemplated hereunder.
- b. **Notice.** All notices given under this Agreement shall be in writing and deemed given: (i) on the business day when delivered personally; (ii) one business day after being sent by a reputable overnight courier services (charges prepaid); or (iii) five business days after being sent by certified mail (charges prepaid). Notices must be sent to the Party's following address or any other address that the Party designates by proper notice:

If to Client:

League Insurance Group Health Team  
206 S. 13<sup>th</sup> St., Suite 800  
Lincoln, NE 68508  
Attn: **Name**

If to Alliant:

Alliant Insurance Services, Inc.  
3600 N. Capital of TX Hwys.,  
Bldg B., Suite 100  
Austin, TX 78746  
Attn: Nick Long

*With a copy to:*  
General Counsel  
701 B Street, 6<sup>th</sup> Floor  
San Diego, CA 92101

- c. **Governing Law; Venue.** This Agreement will be governed by and construed in accordance with the laws of California without regard to its conflicts of law principles, and the Parties each consent to the exclusive jurisdiction of the state and federal courts in California.
- d. **Assignment.** Neither Party may assign this Agreement without the prior written consent of the other Party, except that prior written consent will not be required for a Party to assign this Agreement to its successor in interest after a merger, consolidation, reorganization, or sale of substantially all of that Party's assets. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the Parties and their permitted successors and assigns.

- e. **Waiver.** A Party's failure to enforce any provision of this Agreement shall not be construed as a waiver of that provision and shall not prevent the subsequent enforcement of each and every provision of this Agreement.
- f. **No Third Party Beneficiaries.** Except as stated in this Agreement, this Agreement does not create any right or cause of action in or on behalf of any person or entity other than the Parties.
- g. **Entire Agreement; Amendments; Severability.** This Agreement, together with its attached schedules, constitutes the entire agreement between the Parties relating to its subject matter and supersedes all prior or contemporaneous agreements, negotiations, representations and proposals of any kind, whether written, oral, express or implied, related to its subject matter. Any modification to this Agreement must be in writing and signed by authorized representatives of both Parties. If any provision of this Agreement is declared invalid by a court of competent jurisdiction, that provision will be severed from this Agreement without affecting the validity or enforceability of all other provisions of this Agreement, which will remain in full force and effect.
- h. **Construction.** The Parties jointly negotiated the terms of this Agreement and each Party has had an opportunity to review and discuss each provision with legal counsel, to the extent desired. Therefore, the normal rule of construction that construes any ambiguities against the drafting party shall not be employed in the interpretation of this Agreement.

**SO AGREED:**

**League Insurance Group Health Team**

By: \_\_\_\_\_

Name:

Title:

**Alliant Insurance Services, Inc.**

By: \_\_\_\_\_

Name: Dana Scott

Title: Senior Vice President

## SCHEDULE I Services

1. **Plans and Lines of Coverage.** The services set forth in Schedule I.a. apply to the following Client's current group benefits programs. Core benefits included:

- Dental benefit plans
- Vision benefit plans
- Life and Accident insurance plans
- Disability insurance plans
- Voluntary benefits plans

**a. Standard Services**

<b>Service</b>	<b>Frequency</b>
<b><u>Overall Strategy</u></b>	
Set/review goals and objectives against financial strategies	Annually
Evaluate market trends, competitive environment, and culture	Annually
Develop/refresh multiyear strategic glide path and financial plan to support goals and objectives	Annually
Benchmark plan designs, costs and contributions	Annually
Facilitate planning meetings and prepare executive-level documents as necessary	Annually
Evaluate funding and risk retention strategies	As Needed
Develop and manage service/benefit calendar	Annually
<b><u>Financial and Renewal Management</u></b>	
Prepare pre-renewal analysis to inform renewal strategy	Annually
Initiate renewals with vendors, negotiate annual rates and terms and conditions	Annually
<b><u>Marketing and Placement Support</u></b>	
Prepare request for proposals (RFP) - evaluate potential vendors and develop bid specifications	As needed
Conduct detailed bid analysis – compare financial and quality responses, review plan designs, evaluate alternative cost and funding alternatives, negotiate performance guarantees	As needed
Facilitate finalist meetings and scorecard analysis; negotiate best and final rates	As needed
Implementation support: facilitate project plan management, review administrative agreements and contract terms and conditions	As needed
<b><u>Vendor Management</u></b>	
Manage and regularly evaluate insurance carrier and service provider relationships	Ongoing
Conduct utilization review meetings	Annually
Support escalated claim or plan design issues	As needed
Review plan document changes (contracts, policies, SBCs)	Annually
<b><u>Compliance</u></b>	
Offer ongoing education through webcasts, podcasts, white papers, and legislative alerts	Ongoing
Provide Q&A support by designated Alliant compliance consultant on client's group health plan compliance questions, e.g. ERISA, COBRA, HIPAA, ACA, section 125, etc.	Ongoing

Service	Frequency
Access to Human Resources Support Service, e.g., HR Workplace or similar service	Ongoing

## SCHEDULE II COMPENSATION DISCLOSURE

As consideration for the Services Alliant provides pursuant to this Agreement, Alliant will receive the compensation set forth below. To the extent applicable, this compensation information is disclosed pursuant to ERISA section 408(b)(2), and in order for Client to comply with its fiduciary duty under ERISA to determine the reasonableness of the compensation Alliant will receive under the Agreement.

Alliant may be paid both direct and indirect compensation for the Services provided. Indirect compensation may include both base and contingent commissions from certain insurance carriers. Contingent commissions are generally calculated at the calendar year end and contingent upon a number of factors not directly related to Client’s plan. Whether Alliant receives contingent commissions is a decision made exclusively by each carrier based on their own unique set of factors. These factors include the overall number of employer plans and/or plan participants in plans for which Alliant placed insurance, and retention rates, among others. In general, payment of contingent commissions does not impact your plans’ premiums. Historically, these contingent commissions are in the ranges noted in the table below. Alliant uses this contingent and supplemental compensation to staff and resource proprietary programs specifically designed to maximize the performance of your plan and provide the highest quality experience for your employees and their dependents.

### 1. Indirect Compensation.

Projected Base Compensation			
Carrier/ Vendor	Funding Type	Line of Coverage	Base Compensation
BCBS	Fully Insured	Dental	\$2.00 pepm
Guardian	Fully Insured	Vision, Life, Disability, Worksite	5%
<b>Projected Total:</b>			<b>TBD based on final enrollment</b>

- a. **Contingent Commission Opt Out.** As set forth above, Alliant may receive income as a result of contingent commission agreements with certain insurance carriers. Client may opt-out of having its plan premiums included in the calculation of these contingent commissions by accessing the “opt-out” form from the link on Alliant’s website: <http://www.alliant.com/Legal-Notices/Pages/Disclosure-Policy.aspx>. The parties acknowledge that these commissions, if any, are determined by insurance carriers, and if the Client does not opt-out, it remains the carriers’ exclusive decision to include or exclude certain premiums in any calculation. The availability of information related to the carriers’ decision-making process on the payment of these contingent commissions is solely within the discretion of each insurance carrier. Note that if your organization has opted out of contingent or override commissions, Alliant returns those commissions to the carrier per the opt-out request, if received.

- b. **Noncash Compensation.** Alliant may, as is standard in the industry, receive certain non-cash compensation from Plan insurance carriers, vendors, and service providers that is not connected to any particular employer plan or Alliant client. Provision of non-cash compensation is solely within the discretion of the entity providing Alliant the non-cash compensation. This compensation can include gifts valued at less than \$100 annually, an occasional dinner, or ticket to a sporting event, or other entertainment, or reimbursements in connection with educational meetings or training events, client workshops or events, or marketing or advertising initiatives. Plan vendors, insurance carriers, and service providers may also occasionally pay or reimburse Alliant for the costs associated with, education or training events that certain Alliant team members attend, and for Alliant sponsored conferences and events.
  
- c. **Changes in Compensation.** As required under ERISA 408(b)(2), Alliant will provide timely, updated disclosures for any changes in the compensation set forth above.
  
- d. **Changes in Services.** If Client requests a change in Services or if changes in Client's size, operations, or organization require a change in the scope and/or nature of the Services and/or Plans, the compensation described in this Section 1 will be adjusted accordingly.
  
- e. **Disclosure by Other Plan Service Providers.** Any other plan service provider that is subject to the 408(b)(2) disclosure requirements is required to make its own independent 408(b)(2) disclosure and any such disclosure is not included in this Agreement.



## Service Agreement

This Service Agreement (this "Agreement") dated the 1st day of March, 2025 (the "Effective Date") is made and entered into by and between Apex Engagement Solutions, LLC, a Delaware limited liability company ("Apex"), and League Insurance Government Health Team (LIGHT) ("Client"). For and in consideration of the premises, and the mutual promises set forth in this Agreement, Apex and Client hereby agree as follows:

### 1) SERVICE

- a) Apex shall provide to Client the services described in Exhibit A (the "Services"). The Services shall be rendered with respect to Client's employee benefit plans for its United States employees, or in other countries as appropriate and applicable, as listed in Exhibit A.
- b) Changes in Law. Apex reserves the right at any time to modify or update the Service(s) and/or platform provided by Apex without notice to Client solely where such changes are necessary to meet legal or regulatory requirements ("Changes in Law"). Apex represents that it will use commercially reasonable efforts to continue to provide the Service(s) in the event of a Change in Law. Apex does not warrant that in the event of a Change in Law that it can continue any particular Service as outlined in Exhibit A. If this occurs, Apex will notify the Client and, if the parties agree, Apex will begin to provide alternate Service(s) of reasonably comparable quality. Where the Client does not agree to the alternate services as presented by Apex, the parties agree to meet and confer in good faith as to other acceptable services or, in the alternative, to mutually agree to terminate the Agreement. Client may be charged additional fees for Client specific changes that are being required due to Changes in Law or requested by Client but Apex will obtain Client's approval prior to incurring such charges. In some cases, there may be substantial costs with regard to system wide changes. Apex reserves the right to raise fees for all clients with regard to the specific changes and will notify Client within forty-five (45) days prior to such fee increase.
- c) Subcontractors. Client acknowledges that Apex may cause another person or entity, as a subcontractor of Apex, to provide all or any of the services required to be performed by Apex hereunder and Apex shall be responsible for ensuring subcontractor's compliance with Apex's obligations under this Agreement.

### 2) CLIENT RESPONSIBILITIES

- a) Please see Exhibit B for Client Responsibilities
- b) Please see Exhibit C for Census Template & Delivery

### 3) COMPENSATION

- a) Apex will receive commission and contingent compensation from carriers on voluntary benefits
  - The following products would be considered commission-able products for payment
  - Accident, Critical Illness, Cancer, Hospital Indemnity, Permanent Life

### 4) CONFIDENTIALITY AND HIPPA COMPLIANCE

- a) Except as specifically provided in this Agreement, Apex and Client agree that any and all information that is not otherwise publicly available ("Confidential Information") communicated by one party or its employees (the "Disclosing Party") to the other (the "Receiving Party"), whether disclosed before or after the Effective Date, (i) shall be treated as confidential, proprietary, and trade secret information of Disclosing Party; (ii) shall be held in strict confidence by Receiving Party, (iii) shall be used only for purposes of this Agreement by Receiving Party, and (iv) that no Confidential Information, including without limitation, the provisions of this Agreement and the Apex Proprietary Information as defined in Section 5(b) herein, shall be disclosed by the Receiving Party, its affiliates, subsidiaries or contractors, and each of their respective directors, officers, employees, consultants, agents, or representatives (collectively "Representatives"), without the prior written consent of the Disclosing Party, except as may be necessary to fulfill legal, accounting, operational or regulatory requirements beyond the reasonable control of the Receiving Party. The Receiving Party shall limit access to the Disclosing Party's Confidential Information to only those of its Representatives that are bound by obligations that are substantially similar to those contained in this Section 4(a). The Receiving Party shall safeguard its own confidential, proprietary, and trade secret information of a similar nature. This section shall not apply to information (i) which is already in the public domain (other than through its unauthorized disclosure by Receiving Party or its Representatives), (ii) which the Receiving Party had in its possession prior to receiving it from the Disclosing Party, (iii) which the Receiving Party obtained from a third party who rightfully acquired said information, or (iv) which the Receiving Party must disclose pursuant to applicable law or regulation or by operation of law, in which event the Receiving Party may disclose only such information as is legally required, and provided, further, that the Receiving Party shall provide reasonable notice to the Disclosing Party of such requirement with a reasonable opportunity to object to such disclosure. In any event, Receiving Party shall be fully liable for any breach of this Agreement by its Representatives and agrees, at its sole

expense, shall take all reasonable measures to restrain its Representatives from prohibited or unauthorized disclosure or use of the Disclosing Party's Confidential Information.

- b) The parties acknowledge that a breach by either party of Section 4(a) will give rise to irreparable injury to the other party, inadequately compensable in damages. Accordingly, each party hereby consents to the other party seeking injunctive relief against the breach or threatened breach of the undertakings of the parties contained in Section 4(a). The parties further agree that such an order enjoining a party may be issued pending final determination thereof, without the requirement to post bond.
- c) Each party agrees that it will comply with the Health Insurance Portability and Accountability Act of 1996 and the regulation promulgated thereunder, all as amended from time to time (collectively, "HIPAA") and the HITECH Act, Subtitle D of the American Recovery and Reinvestment Act of 2009 and its implementing regulations (collectively, "HITECH").

#### 5) RIGHTS IN WORK PRODUCT & OWNERSHIP OF DATA

- a) Apex acknowledges that Client owns all right, title and interest in and to all employee and source data provided to Apex ("Data"). Except as expressly provided in this Agreement, Apex shall not sell, transfer, publish, disclose, display, license or otherwise make available to others any part of the Data or copies thereof.
- b) Client acknowledges and agrees that all concepts, plans, designs, techniques, methodologies, programs, approaches, procedures, ideas, know-how, computer software, and technology utilized or developed and provided by Apex or utilized or developed and provided by Apex in providing Services or in connection with this Agreement, all derivative works based upon any of the foregoing, and all copies of the foregoing (collectively, "Apex Proprietary Property") are trade secrets and proprietary property of Apex and will remain the sole property of Apex. The Client shall have no ownership interest in the Apex Proprietary Property or other rights therein. Apex hereby grants to Client access to use the Apex platform (including the Client Reports) created pursuant to this Agreement ("Apex Platform") solely for its internal business purposes during the term of this Agreement. The Apex Proprietary Property is Confidential Information of Apex and Client agrees to keep the Apex Proprietary Property confidential at all times in accordance with Section 4(a). In connection with providing the Service(s), Apex will, from time to time, prepare certain summaries, reports and analysis and deliver such documents to Client ("Client Reports"). The Client shall own the Client Reports, except for any Apex Proprietary Property that may be contained within a Client Report or derived therefrom. Client shall not attempt or permit others to attempt to download, decompile, develop, reverse engineer or otherwise discover the Apex Platform. Upon termination of this Agreement, Client will return all copies of all

items relating to the Apex Platform which are in possession of Client (with the exception of any Client Reports) and certify to Apex in writing that Client has retained no materials relating to the Apex Platform. Except as expressly provided in this Agreement, Client shall not sell, transfer, publish, disclose, develop, display, license or otherwise make available to others any part of the Client Reports or copies thereof.

- c) Upon termination of this Agreement, Apex shall return or destroy all Data received from Client and the other sources that have submitted Data pursuant to Client's direction. Apex shall not be obligated to deliver any software, proprietary knowledge, programs, stored procedures, or routines used to provide the Services or extract/import Data, any aggregate general warehouse databases or any Data that has been de-identified or aggregated. Apex shall make no further use of such Data, except with respect to de-identified and aggregated Data.
- d) Client hereby authorizes Apex to publish and/or use Client's organization logos or registered or unregistered trademarks and tradenames for all purposes connected with the business of Apex. It is understood that Apex may use said logos, tradenames or trademarks for advertising relating to Apex, the Apexenrolls.com website, and all other purposes related to Apex and its mission. Apex may use the Client's logos, tradenames or trademarks for these purposes without further permission or authorization by the Client, and the Client hereby releases Apex from all liability relating to the publication or use of the logos, tradenames and/or trademarks.

## 6) TERM AND TERMINATION

- a) The term of this Agreement will be the period beginning on the Effective Date and ending on the date which is 12 months from the applicable effective benefit plan date ("Annual Benefit Effective Date"). Upon termination of the initial term, this Agreement will be automatically extended for additional successive 12 month terms that cover enrollment services during open enrollment for the successive annual enrollment period (typically enrolled in previous term year) through the last calendar day before next Annual Benefit Effective Date. Apex will only provide annual enrollment support during each term of this Agreement. If a party seeks to give termination to the other party, it must do so in writing at least seventy-five (75) days prior to the end of the then current term.
- b) Either party may terminate this Agreement if the other party materially breaches any provision(s) of this Agreement, and fails to cure such default with thirty (30) days after receiving written notice specifying the default, or with respect to those defaults that cannot be reasonably be cured within thirty (30) days, promptly to commence curing such default and thereafter proceed with due diligence to cure the default; provided, however, that if Apex has provided the Services described in Exhibit A for the then current benefit plan year ("Plan Year") and not imposed a fee pursuant to Section

3(a), then Apex shall continue to receive compensation pursuant to Section 3(b) through the end of such current Plan year.

- c) In addition, subject to applicable laws, the Agreement can be terminated with thirty (30) days prior written notice if either party (i) voluntarily suspends transaction of business; (ii) becomes insolvent or unable to pay any indebtedness as it matures; (iii) commences a voluntary case in bankruptcy or to effect a plan or other arrangement with creditors; (iv) makes an assignment for the benefit of creditors; (v) applies for or consents to the appointment of a receiver or trustee for it or for any substantial portion of its property; (vi) makes an assignment to an agent authorized to liquidate any substantial part of its assets; (vii) has an involuntary bankruptcy case commenced against it with any court or other authority seeking liquidation, reorganization or a creditor's arrangement; (viii) by an order of any court or other authority, has appointed any receiver or trustee for it or for any substantial portion of its property, (ix) the other party undergoes any materially negative change in financial solvency.
- d) If this Agreement terminates prior to the end of the term for any reason, Apex agrees to provide to Client, for a period of time not to exceed sixty (60) days following the termination of this Agreement, the reasonable assistance requested by Client to facilitate the orderly transition of the Services to Client, or a third party selected by Client (the "Transition Assistance"), as required by Client. As part of such Transition Assistance, Apex will, at Client's written request, continue to perform the Services, uninterrupted, for all or part of such sixty (60) day period, subject to the terms of the transition services schedule provided by the Client, and Client shall pay Apex for such Services at the rates set forth in this Agreement. For any other Transition Assistance provided by Apex, Client shall pay Apex on a time and materials basis at Apex's then current standard rates. If such transition services include the enrollment services outlined in Exhibit A, then Apex shall receive the compensation as outline in Section 3(b) for applicable Plan year.

## 7) REPRESENTATIONS AND WARRANTIES

- a) Each party represents and warrants to the other party that (i) it is duly organized, validly existing and in good standing as an entity as represented herein under the laws and regulations of its jurisdiction of incorporation or organization, as applicable; (ii) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder; (iii) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary action of the party; and (iv) when executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

- b) Apex represents and warrants that all Services will be performed in a professional and workman-like manner using personnel with the skills and training appropriate for the assigned tasks, and in accordance with all applicable laws and regulations in all material respects.
- c) Client represents and warrants that it owns, or is lawfully authorized to provide to Apex all Data which it is required to provide to Apex in order that Apex may provide Services under this Agreement.
- D) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, APEX EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, IN FACT OR BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES DUE TO COURSE OF DEALING, PERFORMANCE OR USAGE OF TRADE.

#### 8) INDEMNIFICATION

- a) Apex agrees, at its expense, to indemnify and hold harmless Client, its affiliates, and of their respective officers, directors and employees, successors and assigns (collectively the "Client Group") from and against all damages, claims, liabilities, costs and expenses, including reasonable attorneys' fees (collectively, "Claims"), arising out of or resulting from: (i) Apex's gross negligence, fraud, or willful misconduct, (ii) a breach by Apex of any of its (or their) covenants, representations or warranties under this Agreement which is not cured within a reasonable time following receipt of written notice thereof, and (iii) any action or suit brought against the Client Group to the extent based on a third-party claim that any Services provided by Apex to Client hereunder infringes a patent or any copyright or other intellectual property right under the laws of the United States; provided however that Apex shall not owe an indemnity to and will not be liable for intellectual property infringement that arises: (i) in connection with the Data provided or made available by Client; (ii) when the Services or software, system design, equipment or documentation has been specially modified, designed and/or manufactured to meet Client's specifications; (iii) out of unauthorized additions or modifications to the Services or software, system design, equipment or documentation; (iv) when Client's use of the Services or software, system design, equipment or documentation does not correspond to Apex's published standards or specifications; or (v) out of Client's use of the Services or software, system design, equipment or documentation in combination with work not provided by Apex. Client shall release, protect, defend, indemnify, and hold harmless Apex Group against any Claims for alleged infringement of any patent, copyright, or other proprietary right which results from a Claim based upon (i), (ii), (iii), (iv) and/or (v) above. Apex's obligations under this

section shall exclude the proportionate share of any claim that is determined by a court of competent jurisdiction to have resulted from the negligence or willful misconduct of the other party or third party not affiliated with Apex.

- b) Client agrees, at its expense, to indemnify and hold harmless Apex and its affiliates, and each of their respective officers, directors, employees and subcontractors, and their respective successors and assigns (collectively the "Apex Group") from and against all damages, claims, liabilities, costs and expenses, including reasonable attorneys' fees, Claims to the extent arising out of or resulting from: (i) any negligence, fraud, willful misconduct or breach by Client Group of any of its (or their) covenants, representations or warranties under this Agreement including without limitation any Client Responsibilities, (ii) Apex Group's use or possession of the Data; and (iii) any Claim against Apex Group arising from providing Services under this Agreement (except to the extent to Apex's gross negligence, fraud, or willful misconduct).
  
- c) In the event of any occurrence which may constitute grounds for indemnification under Section 8(a) or 8(b), the party seeking indemnification agrees: (i) to notify the other party promptly of any occurrence with respect to which indemnification is sought; (ii) to reasonably cooperate with the indemnifying party in the defense of any claim with respect to which indemnification is sought; (iii) to tender to the indemnifying party the right to assume and control the defense of any claim with respect to which indemnification is being sought; and (iv) not to cause or contribute to any occurrence, nor to take any action or fail to take any action, which causes, contributes to or increases the indemnifying party's liability hereunder.

## 9) MARKETING

- a) Neither Client nor Apex shall use the other party's name, trademarks, service marks, or symbols in advertising or promotional materials or otherwise without the prior written consent of the other party or the express terms of this Agreement.

## 10) LIMITATION OF LIABILITY

- A) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, FINES, PENALTIES, LOSS OF USE, LOSS OF DATA, LOSS OF BUSINESS OR PROFITS, OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. (INCLUDING, WITHOUT LIMITATION, ANY SERVICE OR WORK PRODUCT RENDERED OR PRODUCED HEREUNDER OR THE NON-PERFORMANCE OR BREACH OF THIS AGREEMENT), REGARDLESS OF THE FORM OF ACTION (INCLUDING WITHOUT LIMITATION BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, NEGLIGENCE,

STRICT LIABILITY OR BY STATUTE), AND WHETHER OR NOT SUCH PARTY HAS BEEN INFORMED OF OR MIGHT OTHERWISE HAVE ANTICIPATED THE POSSIBILITY OF SUCH DAMAGES.

- b) Apex's liability (whether in contract, tort, by statute or otherwise) to Client Group for any and all claims, including fines and penalties, concerning performance or non-performance by Apex or any other person or entity for which Apex is legally responsible, or in any manner related to this Agreement or the Services, shall not in the aggregate exceed the compensation actually paid by Client to Apex for the prior three (3) months of Services under this Agreement immediately prior to the event giving rise to such claim.

#### 11) MISCELLANEOUS

- a) Waiver. Neither party hereto shall be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by an authorized representative of the party purportedly waiving said rights or remedies.
- b) Notices. Whenever, under the terms of this Agreement, written notice is required or permitted to be given, such notice shall be deemed to have been delivered upon receipt if delivered personally or by confirmed facsimile, or on the third business day after such notice is deposited with the United States Postal Service in a properly stamped envelope, certified mail, return receipt requested, addressed to the party to whom it is to be given at the address set forth below:

TO APEX:

Apex Engagement Solutions, LLC  
14439 NW Military Hwy Ste 108  
PMB 626  
Shavano Park, Texas 78231

To:

Client Name: League Insurance Government Health Team (LIGHT)  
Address: 206 S. 13th Street, Suite 800  
City, State, Zip: Lincoln, NE 68508

- c) Force Majeure. Either party shall be excused from the performance of its obligations under this Agreement, except a party's obligation to pay amounts due hereunder and any delay or failure in performance by such party shall not be grounds for termination of this Agreement or give rise to any liability for damages to the extent that such party is prevented from performing due to causes that are beyond its control, including, but not limited to, acts of any government or regulatory body (whether civil



or military, domestic or foreign) fires, explosions, floods, earthquakes or other natural or man-made disasters, epidemics, pandemics (including without limitation SARS-COV-2 ("COVID 19"), sabotage, wars, riots, civil disturbances, strikes, lockouts, labor disputes, loss of electrical or other power or telecommunications equipment or line failures (each a "Force Majeure Event").

- d) Severability. In the event that any provision or party of this Agreement is held to be unenforceable, the remainder of this Agreement shall continue in effect.
- e) Violation of Law. Client and Apex each represent and agree that neither it nor any person or entity connected with it has participated or will participate in any act or action in violation of any State or federal law (including HIPPA and HITECH), regulation, decree, policy or directive, including, but not limited to, those laws and regulations pertaining to the submission of claims of payment to public and private third-party payers for health care goods and services. If a violation of this provision is discovered or occurs, it will be deemed a material breach of this Agreement, and the non-breaching party shall have the option, in its sole discretion, to terminate this Agreement immediately upon written notice to the other party.
- f) Relationship of the Parties. The parties acknowledge that Apex is an independent contractor and the parties are not joint ventures, partners, or employees of each other by virtue of this Agreement. Neither has control over the manner or method by which the other meets its obligations under this Agreement.
- g) Nature of Apex's Services. The Services to be performed by Apex are ministerial in nature and will be performed within the framework of policies, interpretations, rules, practices and procedures made or established by Client or its customers. Apex will not have any discretionary authority with respect to the administration, management or operation of the Plans. It is understood that under the scope of the services provided under the Agreement, Apex does not intend to be "plan administrator" or "fiduciary" within the meaning of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") with respect to the Plans. However, in the event Apex performs any such functions, it will comply with applicable standards under ERISA. Apex cannot be relied upon to discover errors irregularities or illegal acts, including fraud or falsifications that may exist in administration of the Plans. Therefore, Apex will not be liable for the administration of the Plans for any actions taken, or not taken, which are directed by Client or its customers, the plan administrator(s) of the Plans, or any other person(s) authorized to provide directions to Apex.
- h) Assignment. Neither party may assign this Agreement or any rights hereunder without the prior written approval of the other party, which approval shall not be unreasonably withheld, except that no approval shall be required for either party to

assign this Agreement or its rights and duties hereunder to an affiliate, subsidiary, or purchaser of substantially all of the assets of or ownership interests in such party.

- i) Execution and Amendments. This Agreement may be executed in multiple identical counterparts, and each signed copy shall be deemed an original, but all signed copies together shall be deemed one and the same instrument. In order to be effective, any amendments to this Agreement must be in writing and signed by the parties. A telecopy, facsimile, or other similar reproduction of a signature of this Agreement shall constitute an original signature for all purposes.
- j) Governing Law and Venue. Unless preempted by federal law, this Agreement will be governed by and construed in accordance with the laws of the state of Texas, without regard to its conflict of law principles. Any suit or proceeding hereunder shall be brought exclusively in a court of competent jurisdiction situated in Bexar County, Texas.
- k) Document Retention Policy. Apex has instituted a document retention policy for all Clients and participant Data that is received via "hard-copy". All documents, unless prohibited by law, are digitized immediately upon receipt and kept for three (3) months. After three months, all documents are destroyed unless prohibit by law. All digitized documents will be kept until the earlier of 7 years or Client termination.
- l) Survival. The provisions of Sections 4, 5, 8, 10, and 11 shall survive any expiration or termination of this Agreement.
- m) No Third-Party Beneficiaries. The parties agree that this Agreement is for the benefit of the parties hereto only and is not intended to confer any legal rights or benefits on any third party, and that there are no third-party beneficiaries to this Agreement or any part or specific provision of this Agreement.
- n) Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes in all respects all prior proposals, negotiations, conversations, discussions and agreements between the parties concerning the subject matter hereof.

**IN WITNESS WHEREOF**, the parties hereto have caused this Service Agreement/SOW to be effective as of the day, month and year first written above.

League Insurance Government Health Team (LIGHT)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Apex Engagement Solutions, LLC

By: 

Name: Gwendolyn Inglis

Title: \_\_\_\_\_

Title: Sole Member & Manager

## Exhibit A - Apex Service Level Solution

Open Enrollment Implementation	
Assigned Liaison for Implementation	✓
Weekly Kick off calls up to Open enrollment	✓
Customized benefits administration platform - Selerix	✓
Weekly Kick off calls up to Open enrollment	✓
Data Integrations	
Open Enrollment Files for vendors that do not take electronic file submission	✓
834 Carrier/TPA Integrations - Selerix	✓
Payroll Full File	✓
One-way Payroll Feed	✓
Data Cleansing/Auditing Services	
Quarterly carrier audits (to ensure coverage is applied correctly)	✓
Quarterly payroll audits	✓
Dependent Monthly Over-age maintenance	✓
Census Data Scrubbing- Ensure demographic data is complete prior to loading to enrollment portal	✓
Client Reporting	
Daily Open Enrollment Status Reports during open enrollment	✓
Access to standard pre-built system reports	✓
Automated Report Delivery	✓
HR and Broker Analytics	✓
Custom Self Bill Carrier Reporting	✓
Marketing	
Customizable Branding	✓
Customized Informational Flyers <b>open enrollment</b>	✓
Customized Informational Flyers <b>perpetual/ new hires</b>	✓
Electronic Guidebook- Standalone pdf including explanations of all benefit offerings and legal notices	✓
Printing/Shipping Services of Materials (flyers and guidebooks)	<i>Additional Cost</i>
Open enrollment text message campaign	✓
Text Blast Campaign	✓
Multilingual Marketing Translation services	N/A
Counselor Assisted Enrollments	
Licensed and vetted full time benefit counselors	✓
Counselors trained on the specifics of your companies benefit offerings	✓
Customized Enrollment Conversation/Talking Points	✓
Customized plan recommendations for employees based on their individual circumstances	✓

One-on-one counselor assisted enrollment meetings	☑
Data collection of beneficiaries and contact information year after year	☑
<b>Self-Serve Enrollments</b>	
Employee Self-Serve Access - Initial Open Enrollment	N/A
Employee Self-Serve Access - Subsequent years	Case by Case
<b>Call Center Enrollment Services</b>	
Counselor Assisted Enrollment: <b>Open Enrollment</b>	☑
Counselor Assisted Enrollment: <b>New Hires</b>	☑
Dedicated toll-free number	☑
Recorded and Archived phone calls	☑
Real time delivery of important documents/links	☑
Outbound Communications and Enrollment reminders	☑
Tracking and Reporting of outbound reminder calls	☑
<b>Call Center Help Desk Services</b>	
Delivery of claim forms, benefit guides and plan documents to employee's email	☑
Midyear Confirmation of current coverages (ex. Dependent tier, benefit amount, waiting periods.)	☑
Plan design Q&A	☑
Assistance in finding in network doctors, dentists and optometrists	☑
Counselor assisted benefit changes due to QLE	☑
<b>Account Management Services</b>	
Assigned Account Management Member for Ongoing year-round service	☑
HR Platform Training Sessions	☑
Broker Platform Training Sessions	☑
QLE support	☑
Platform technical support	☑
EOI Maintenance and approvals	☑
Carrier Portal Entries	Case by Case
<b>Additional Services</b>	
ACA Reporting, Tracking and Filing	Additional Cost

## **Exhibit B**

### **Client Responsibilities**

- Provide indicative data to Apex in a timely manner in the mutually agreeable format, (e.g., scheduled census, plan documents, etc.)
- Assist Apex with carrier and vendor relationships for necessary access
- EOIA Approval Processing
- Life Event Approval Processing

**Exhibit C - Census Template**

<b>Employees Tab</b>			
<b>Column</b>	<b>Name</b>	<b>Required</b>	<b>Comments</b>
<b>A</b>	<b>Employee SSN</b>	<b>Y</b>	Social Security Number of employee. Either SSN or EID must be provided. The system stores the SSN without any dashes.
<b>B</b>	<b>EID</b>	N	Employee ID. Optional Field. If utilized, each Employee ID must be unique and cannot be re-used
<b>C</b>	<b>Prefix</b>	N	Dr., Mr., etc.
<b>D</b>	<b>First</b>	<b>Y</b>	Employee first name
<b>E</b>	<b>Middle</b>	<b>Y</b>	Employee middle initial
<b>F</b>	<b>Last</b>	<b>Y</b>	Employee last name
<b>G</b>	<b>Suffix</b>	N	Suffix (Jr., Sr., II, III, etc.)
<b>H</b>	<b>DOB</b>	<b>Y</b>	MM/DD/YYYY
<b>I</b>	<b>Sex</b>	<b>Y</b>	'M' for Male; 'F' for Female; 'O' for Other; 'U' for Unknown.
<b>J</b>	<b>Marital Status</b>	N	'M' for married; 'S' for single; 'D' for Divorced; 'U' for Unknown; 'C' for Common Law; 'Sep' for Separated; 'DP' for Domestic Partnership; 'W' for widowed; 'CU' for Civil Union
<b>K</b>	<b>Country</b>	N	
<b>L</b>	<b>Address 1</b>	<b>Y</b>	Employee mailing address - address, line 1. If any part of an address is provided, Address 1, City, State, and ZIP are required.
<b>M</b>	<b>Address 2</b>	<b>Y</b>	
<b>N</b>	<b>Address 3</b>	N	For addresses outside Australia, USA, Mexico, Japan, South Africa and Canada, their subdivision (state, province) should be entered here.
<b>O</b>	<b>City</b>	<b>Y</b>	
<b>P</b>	<b>State</b>	<b>Y</b>	
<b>Q</b>	<b>Zip</b>	<b>Y</b>	
<b>R</b>	<b>Home Phone</b>	N	
<b>S</b>	<b>Mobile Phone</b>	N	If utilizing Apex Engagement outreach and/or text services, this field is required
<b>T</b>	<b>Work Phone</b>	N	
<b>U</b>	<b>Email</b>	N	
<b>V</b>	<b>Personal Email</b>	N	
<b>W</b>	<b>Payroll Frequency</b>	<b>Y</b>	Number of paychecks per year.
<b>X</b>	<b>Deduction Frequency</b>	<b>Y</b>	Number of deductions per year (e.g., 12 for monthly, 26 for bi-weekly, etc.)
<b>Y</b>	<b>Gross Salary</b>	<b>Y</b>	Gross annual salary. This is used for computation of salary-based benefits such as life and disability coverage.
<b>Z</b>	<b>Location Number</b>	N	Optional code assigned to location.
<b>AA</b>	<b>Location Name</b>	<b>Y</b>	Name of worksite location to which employee is assigned.If no location is assigned, employee is defaulted to Home Office
<b>AB</b>	<b>Job Class</b>	<b>Y</b>	Name of location-specific eligibility class.
<b>AC</b>	<b>Pay Group</b>	<b>Y</b>	Pay Group identifies groupings of employees who share the same payroll frequency, deduction frequency, and pay calendar.
<b>AD</b>	<b>Department Number</b>	N	Optional code assigned to department.
<b>AE</b>	<b>Department Name</b>	N	Department Name. If no department is listed, this field is default to "default"

<b>AF</b>	<b>Job Title</b>	<b>Y</b>	Job title
<b>AG</b>	<b>FTE</b>	<b>N</b>	Value between 0 and 1, indicating percentage of full time equivalence. For plans to which it applies, the FTE percentage is used to reduce the employer contribution in an amount proportional to the FTE percentage.
<b>AH</b>	<b>Hours Per Week</b>	<b>Y</b>	Hours worked per week
<b>AI</b>	<b>Hire Date</b>	<b>Y</b>	Earliest hire date with the group.
<b>AJ</b>	<b>Eligibility Date</b>	<b>N</b>	Date, if different from Hire Date, on which benefit eligibility changed.
<b>AK</b>	<b>Status</b>	<b>Y</b>	A' - Active 'T' - Terminated 'C' - COBRA 'L' - Leave of Absence

<b>Spouse &amp; Dependents Tab</b>			
<b>Column</b>		<b>Required</b>	<b>Comments</b>
<b>A</b>	<b>Employee SSN</b>	<b>Y</b>	Social Security Number of employee. Used to correlate with Employee records. Either Employee SSN or EID must be provided.
<b>B</b>	<b>EID</b>	<b>N</b>	
<b>D</b>	<b>Dependent Number</b>	<b>Y</b>	Non-zero number identifying the dependent. Number must be unique relative to other dependents for the same employee.
<b>E</b>	<b>Dependent SSN</b>	<b>N</b>	Optional Social Security Number of dependent.
<b>F</b>	<b>Relationship</b>	<b>Y</b>	S – Spouse C – Child
<b>H</b>	<b>First</b>	<b>Y</b>	Dependent first name
<b>I</b>	<b>Middle</b>	<b>N</b>	Dependent middle initial
<b>J</b>	<b>Last</b>	<b>Y</b>	Dependent last name
<b>K</b>	<b>Suffix</b>	<b>N</b>	Suffix (Jr., Sr., II, III, etc.)
<b>L</b>	<b>DOB</b>	<b>Y</b>	MM/DD/YYYY
<b>M</b>	<b>Sex</b>	<b>Y</b>	'M' for Male; 'F' for Female; 'O' for Other; 'U' for Unknown;
<b>N</b>	<b>Student</b>	<b>N</b>	'Y' if full-time student, 'N' if not full-time student.
<b>O</b>	<b>Disabled</b>	<b>N</b>	'Y' if totally disabled; 'N' if not disabled

<b>Current Benefits Tab</b>			
<b>Column</b>	<b>Current Benefits</b>	<b>Required</b>	<b>Comments</b>
<b>A</b>	<b>Employee SSN</b>	<b>Y</b>	Social Security Number of employee. Used to correlate with Employee records.
<b>B</b>	<b>Plan name</b>	<b>Y</b>	Name of benefit plan within the case. If no exact match is found during upload, the system will allow the user to map the given name to a specific plan name.
<b>C</b>	<b>Product name</b>	<b>Y</b>	Name of the product within the plan. If no exact match is found during upload, the system will allow the user to map the given name to a specific product within the plan.



<b>D</b>			Code indicating relationships of individuals covered. <b>EO</b> Employee Only ; <b>EC</b> Employee + Children; <b>ES</b> Employee + Spouse; <b>FA</b> Family <b>E+1</b> Employee + 1; <b>E+2</b> Employee + 2; <b>E+3</b> Employee + 3; <b>E1C</b> Employee + Child <b>E2C</b> Employee + 2 Children; <b>ESC</b> Employee, Spouse, and 1 Child; <b>CO</b> Children Only <b>SO</b> Spouse Only; <b>SC</b> Spouse + Children
	Coverage Tier	Y	
<b>E</b>	Coverage Option	Situational	For salary-based benefits such as life or disability, this field is set to the desired multiple or percentage of salary.
<b>F</b>	Benefit Amount	Situational	Coverage amount that the policy will pay, based on how the product/plan is configured.
<b>G</b>	Policy Number		Policy number. This is typically left blank.
		N	
<b>H</b>	Policy Date		Policy issue date.
		N	
<b>I</b>	Effective Date	Y	Date on which coverage becomes effective. The given date is loaded by the system without regard to the enrollment rules for the plan.
<b>J</b>	Termination Date		Final date for which coverage is effective.
		N	
<b>K</b>	Deduction Frequency	Y	Number of deductions per year (e.g., 12 for Monthly, 26 for bi-weekly).
<b>L</b>	EE Cost	Y	Employee-paid cost per deduction period.
<b>M</b>	Pretax	Y	Pre-tax/Post-tax indicator: 'Y' for pre-tax, 'N' for post-tax.
<b>N</b>	ER Cost	Y	Employer-paid cost per deduction period.

## **Business Associate Agreement**

This BUSINESS ASSOCIATE AGREEMENT (the “BAA”) is made and entered into as of February 1st, 2025 by and between League Insurance Government Health Team (LIGHT), an Association organized under the laws of the state of Nebraska (“Covered Entity”) and **APEX Engagement Solutions LLC, a limited liability company** organized under the laws of the state of Delaware (“Business Associate”).

In this BAA, Covered Entity and Business Associate are each a “Party” and collectively are the “Parties”.

Furthermore, Business Associate acknowledges that it may be a “business associate”, and Covered Entity acknowledges that it may be “covered entity”, as those terms are defined under the Health Insurance Portability and Accountability act of 1996, as amended (“HIPAA”), and its implementing regulations, specifically 45 C.F.R. 160.103.

Furthermore, the Covered Entity and Business Associate have entered into one or more Service Agreements pursuant to which Business Associate performs services for Covered Entity.

Furthermore, the Covered Entity and Business Associate understand and agree that the HIPAA Rules require that a Covered Entity and Business Associate enter into an agreement, as required by the 45 C.F.R. 164.314(a) and 45 C.F.R. 164.504(e), respectively, and that this BAA is intended to satisfy these obligations and will govern the terms and conditions under which such PHI and/or ePHI may be used disclosed and safeguarded by the Business Associate.

### BACKGROUND

- I. Covered Entity is either a “covered entity” or “business associate” of a covered entity as each is defined under the HIPAA Rules and, as such, is required to comply with the HIPAA Rules’ provisions regarding the confidentiality and privacy of Protected Health Information (as defined below);
- II. The Parties have entered or will enter into one or more agreements under which Business Associate provides or will provide certain specified services to Covered Entity (collectively, the “Agreement”);
- III. In providing services pursuant to the Agreement, Business Associate will have access to Protected Health Information;
- IV. By providing the services pursuant to the Agreement, Business Associate will become a “business associate” of the Covered Entity as such term is defined under HIPAA;

- V. Both Parties are committed to complying with all federal and state laws governing the confidentiality and privacy of health information, including, but not limited to, the HIPAA Rules;
- VI. Both Parties intend to protect the privacy and provide for the security of Protected Health Information disclosed to Business Associate pursuant to the terms of this Agreement, HIPAA and other applicable laws; and
- VII. Both Parties mutually desire to outline their individual responsibilities with respect to the use or disclosure, safeguarding, and transmission of Protected Health Information as mandated by the HIPAA Rules.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein and the continued provision of PHI by Covered Entity to Business Associate under the Agreement in reliance on this BAA, the Parties agree as follows:

1. Definitions. For purposes of this BAA, the Parties give the following meaning to each of the terms in Section 1 below. Any capitalized term used in this BAA, but not otherwise defined, has the meaning given to that term in the HIPAA Rules or applicable law.
  - A. "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Rules which compromises the security or privacy of the PHI, as defined in 45 CFR §164.402.
  - B. "Data Aggregation" means, with respect to PHI created or received by Business Associate in its capacity as the "business associate" under HIPAA of Covered Entity, the combining of such PHI by Business Associate with the PHI received by Business Associate in its capacity as a business associate of one or more other "covered entity" under HIPAA, to permit data analyses that relate to the Health Care Operations (defined below) of the respective covered entities. The meaning of "data aggregation" in this BAA shall be consistent with the meaning given to that term in the HIPAA Rules.
  - C. "Designated Record Set" has the meaning given to such term under the HIPAA Rules, including 45 CFR §164.501.
  - D. "Electronic PHI" or "ePHI" means any PHI maintained in or transmitted by electronic media as defined in 45 CFR §160.103.
  - E. "Health Care Operations" has the meaning given to that term in 45 CFR §164.501.

F. "HHS" means the U.S. Department of Health and Human Services.

G. "HIPAA Rules" means the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR Part 160 and Part 164, as amended from time to time, and any related regulations promulgated by HHS.

H. "Individual" has the same meaning given to that term in 45 CFR §§164.501 and 160.130 and includes a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

I. "Protected Health Information" or "PHI" has the meaning given to the term "protected health information" in 45 CFR §§164.501 and 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

J. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

K. "Unsecured Protected Health Information" or "Unsecured PHI" means any "protected health information" as defined in 45 CFR §§164.501 and 160.103 that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the HHS Secretary in the guidance codified at 42 USC §17932(h).

## 2. Use and Disclosure of PHI.

A. Except as otherwise provided in this BAA, Business Associate may use or disclose PHI as reasonably necessary to provide the services described in the Agreement to Covered Entity, and to undertake other activities of Business Associate permitted or required of Business Associate by this BAA or as required by law.

B. Except as otherwise limited by this BAA or federal or state law, Covered Entity authorizes Business Associate to use the PHI in its possession for the proper management and administration of Business Associate's business and to carry out its legal responsibilities. Business Associate may disclose PHI for its proper management and administration, provided that (i) the disclosures are required by law; or (ii) Business Associate obtains, in writing, prior to making any disclosure to a third party (a) reasonable assurances from this third party that the PHI will be held confidential as provided under this BAA and used or further disclosed only as required by law or for the purpose for which it was disclosed to this third party and (b) an agreement from this third party to notify Business Associate immediately of any Breaches of the confidentiality of the PHI, to the extent it has knowledge of the

Breach.

- C. Business Associate will not use or disclose PHI in a manner other than as provided in this BAA, as permitted under the HIPAA Rules, or as required by law. Business Associate will use or disclose PHI, to the extent practicable, as a limited data set or limited to the minimum necessary amount of PHI to carry out the intended purpose of the use or disclosure, in accordance with 42 USC §17935(b) and any of the act's implementing regulations adopted by HHS, for each use or disclosure of PHI.
  - D. Upon request, Business Associate will make available to Covered Entity any of Covered Entity's PHI that Business Associate or any of its agents or subcontractors have in their possession.
  - E. Business Associate may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 CFR §164.502(j)(1).
- 3. Safeguards Against Misuse of PHI. Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as provided by the Agreement or this BAA and Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate agrees to take reasonable steps, including providing adequate training to its employees to ensure compliance with this BAA and to ensure that the actions or omissions of its employees or agents do not cause Business Associate to breach the terms of this BAA.
  - 4. Reporting Disclosures of PHI and Security Incidents. Business Associate will report to Covered Entity in writing any use or disclosure of PHI not provided for by this BAA of which it becomes aware and Business Associate agrees to report to Covered Entity any Security Incident affecting Electronic PHI of Covered Entity of which it becomes aware. Business Associate agrees to report any such event within five business days of becoming aware of the event.
  - 5. Reporting Breaches of Unsecured PHI. Business Associate will notify Covered Entity in writing promptly upon the discovery of any Breach of Unsecured PHI in accordance with the requirements set forth in 45 CFR §164.410, but in no case later than 30 calendar days after discovery of a Breach. Business Associate will reimburse Covered Entity for any costs incurred by it in complying with the requirements of Subpart D of 45 CFR §164 that are imposed on Covered Entity as a result of a Breach committed by Business Associate.
  - 6. Mitigation of Disclosures of PHI. Business Associate will take reasonable measures to mitigate, to the extent practicable, any harmful effect that is known to Business

Associate of any use or disclosure of PHI by Business Associate or its agents or subcontractors in violation of the requirements of this BAA.

7. Agreements with Agents or Subcontractors. Business Associate will ensure that any of its agents or subcontractors that have access to, or to which Business Associate provides, PHI agree in writing to the restrictions and conditions concerning uses and disclosures of PHI contained in this BAA and agree to implement reasonable and appropriate safeguards to protect any Electronic PHI that it creates, receives, maintains or transmits on behalf of Business Associate or, through the Business Associate, Covered Entity. Business Associate shall notify Covered Entity, or upstream Business Associate, of all subcontracts and agreements relating to the Agreement, where the subcontractor or agent receives PHI as described in section 7 of this BAA. Such notification shall occur within thirty (30) calendar days of the execution of the subcontract by placement of such notice on the Business Associate's primary website. Business Associate shall ensure that all subcontracts and agreements provide the same level of privacy and security as this BAA.
8. Audit Report. Upon written request, Business Associate will provide Covered Entity, or upstream Business Associate, with a copy of its most recent independent HIPAA compliance report (AT-C 315), HITRUST certification or other mutually agreed upon independent standards based third party audit report. Covered Entity agrees not to re-disclose Business Associate's audit report.
9. Access to PHI by Individuals.
  - A. Upon request, Business Associate agrees to furnish Covered Entity with copies of the PHI maintained by Business Associate in a Designated Record Set in the time and manner designated by Covered Entity to enable Covered Entity to respond to an Individual's request for access to PHI under 45 CFR §164.524.
  - B. In the event any Individual or personal representative requests access to the Individual's PHI directly from Business Associate, Business Associate within ten business days, will forward that request to Covered Entity. Any disclosure of, or decision not to disclose, the PHI requested by an Individual or a personal representative and compliance with the requirements applicable to an Individual's right to obtain access to PHI shall be the sole responsibility of Covered Entity.
10. Amendment of PHI.
  - A. Upon request and instruction from Covered Entity, Business Associate will amend PHI or a record about an Individual in a Designated Record Set that is maintained by, or otherwise within the possession of, Business Associate as directed by

Covered Entity in accordance with procedures established by 45 CFR §164.526. Any request by Covered Entity to amend such information will be completed by Business Associate within 15 business days of Covered Entity's request.

- B. In the event that any Individual requests that Business Associate amend such Individual's PHI or record in a Designated Record Set, Business Associate within ten business days will forward this request to Covered Entity. Any amendment of, or decision not to amend, the PHI or record as requested by an Individual and compliance with the requirements applicable to an Individual's right to request an amendment of PHI will be the sole responsibility of Covered Entity.

#### 11. Accounting Disclosures.

- A. Business Associate will document any disclosures of PHI made by it to account for such disclosures as required by 45 CFR §164.528(a). Business Associate also will make available information related to such disclosures as would be required for Covered Entity to respond to a request for an accounting of disclosures in accordance with 45 CFR §164.528. At a minimum, Business Associate will furnish Covered Entity the following with respect to any covered disclosures by Business Associate: (i) the date of disclosure of PHI; (ii) the name of the entity or person who received PHI, and, if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure which includes the basis for such disclosure.
- B. Business Associate will furnish to Covered Entity information collected in accordance with this Section 10, within ten business days after written request by Covered Entity, to permit Covered Entity to make an accounting of disclosures as required by 45 CFR §164.528, or in the event that Covered Entity elects to provide an Individual with a list of its business associates, Business Associate will provide an accounting of its disclosures of PHI upon request of the Individual, if and to the extent that such accounting is required under the HIPAA Rules.
- C. In the event an Individual delivers the initial request for an accounting directly to Business Associate, Business Associate will within ten business days forward such request to Covered Entity.

12. Availability of Books and Records. Business Associate will make available its internal practices, books, agreements, records, and policies and procedures relating to the use and disclosure of PHI, upon request, to the Secretary of HHS for purposes of determining Covered Entity's and Business Associate's compliance with HIPAA, and this BAA.

13. Responsibilities of Covered Entity. With regard to the use and/or disclosure of

Protected Health Information by Business Associate, Covered Entity agrees to:

- A. Notify Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- B. Notify 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 changes may affect Business Associate's use or disclosure of PHI.
- C. Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- D. Except for Data Aggregation or management and administrative activities of Business Associate, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

14. Data Ownership. Business Associate's data stewardship does not confer data ownership rights on Business Associate with respect to any data shared with it under the Agreement, including any and all forms thereof.

15. Term and Termination.

- A. This BAA will become effective on the date first written above, and will continue in effect until all obligations of the Parties have been met under the Agreement and under this BAA.
- B. Covered Entity may terminate immediately this BAA, the Agreement, and any other related agreements if Covered Entity makes a determination that Business Associate has breached a material term of this BAA and Business Associate has failed to cure that material breach, to Covered Entity's reasonable satisfaction, within 30 days after written notice from Covered Entity. Covered Entity may report the problem to the Secretary of HHS if termination is not feasible.
- C. If Business Associate determines that Covered Entity has breached a material term of this BAA, then Business Associate will provide Covered Entity with written notice of the existence of the breach and shall provide Covered Entity with 30 days to cure the breach. Covered Entity's failure to cure the breach within the 30-day period will be grounds for immediate termination of the Agreement and this BAA by Business



Associate. Business Associate may report the breach to HHS.

D. Upon termination of the Agreement or this BAA for any reason, all PHI maintained by Business Associate will be returned to Covered Entity or destroyed by Business Associate. Business Associate will not retain any copies of such information. This provision will apply to PHI in the possession of Business Associate's agents and subcontractors. If return or destruction of the PHI is not feasible, in Business Associate's reasonable judgment, Business Associate will furnish Covered Entity with notification, in writing, of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of the PHI is infeasible, Business Associate will extend the protections of this BAA to such information for as long as Business Associate retains such information and will limit further uses and disclosures to those purposes provided in this Section. The Parties understand that this Section 15(D) will survive any termination of this BAA.

16. To the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 CFR Part 164, Business Associate will comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

17. Effect of BAA.

- A. This BAA is a part of and subject to the terms of the Agreement, except that to the extent any terms of this BAA conflict with any term of the Agreement, the terms of this BAA will govern.
- B. Except as expressly stated in this BAA or as provided by law, this BAA will not create any rights in favor of any third party.

18. Regulatory References. A reference in this BAA to a section in HIPAA means the section as in effect or as amended at the time.

19. Notices. All notices, requests and demands or other communications to be given under this BAA to a Party will be made via either first class mail, registered or certified or express courier, or electronic mail to the Party's address given below:

A. If to Covered Entity, to: League Insurance Government Health Team (LIGHT)

Attn: \_\_\_\_\_

T: \_\_\_\_\_

E: \_\_\_\_\_

B. If to Business Associate, to: Apex Engagement Solutions, LLC

Attn: Gwendolyn Inglis

T: 210-386-7058

E: info@apexenrolls.com

20. Amendments and Waiver. This BAA may not be modified, nor will any provision be waived or amended, except in writing duly signed by authorized representatives of the Parties. The Parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for compliance with the requirements of the HIPAA rules and other applicable law. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

21. Interpretation. Any ambiguity in this BAA shall be interpreted to permit compliance with the HIPAA Rules.

[Signature Page Follows]



In light of the mutual agreement and understanding described above, the Parties execute this BAA as of the date first written above.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: Gwendolyn Inglis

Name: Gwendolyn Inglis

Title: Managing Member