



NOTICE

**Meeting of the Board of Directors of the
League Insurance Government Health Team (LIGHT)
by virtual conferencing
May 30, 2024, at 2 p.m. CT/1 p.m. MT**

PLEASE TAKE NOTICE that on **Thursday, May 30, 2024, at 2 p.m. CT/1 p.m. MT**, the League Insurance Government Health Team (LIGHT) will hold a 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 13th Street, Suite 800, Lincoln, Nebraska.

The City of Blair Council Chambers at 218 S 16th Street, Blair, Nebraska, 68008, will be open for attendance by the public during the meeting. LIGHT Board Member Brenda Wheeler, or her 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 Blair Council Chambers. A notice of this meeting with the agenda and other materials will be 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/88959994850?pwd=SL7aU3zUVvNK5QLX3NERaJD2YYMm0p.1 or via phone at 877-853-5257. The Meeting ID is 889 5999 4850 and the Passcode is 076399.

On May 23, 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 13th 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/.



AGENDA

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

by virtual conferencing

May 30, 2024, at 2 p.m. CT/1 p.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/88959994850?pwd=SL7aU3zUVvNK5QLX3NERaJD2YYMm0p.1 or via phone at 877-853-5257. The Meeting ID is 889 5999 4850 and the Passcode is 076399.

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. 2 p.m. CT/1 p.m. MT – Plattsmouth Mayor Paul Lambert, Chair of the LIGHT Board, will call the meeting to order.
- b. Roll call.
- c. Indicate that on May 23, 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 13th 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/.
- d. The City of Blair Council Chambers at 218 S 16th Street, Blair, Nebraska, 68008, is open for attendance by the public during the meeting. LIGHT Board Member Brenda Wheeler, or her 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 Blair 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 minutes of the April 12, 2024, Meeting of the LIGHT Board of Directors.**
See pages 6-9
 3. **Consider a motion to authorize and direct either the Chairperson or Vice Chairperson of LIGHT to execute, on behalf of LIGHT, the Group Health Insurance Administration Agreement with BCBSNE, along with any subsequent technical revisions recommended by counsel.**
See pages 10-50
*Michelle Sitorius, LIGHT's Legal Counsel, Cline Williams
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 authorize and direct either the Chairperson or Vice Chairperson of LIGHT to executive, on behalf of LIGHT, the Servicemarks License and Management Services Agreement with the League of Nebraska Municipalities and BCBSNE, along with any subsequent technical revisions recommended by counsel.**
See pages 51-66
*Michelle Sitorius, LIGHT's Legal Counsel, Cline Williams
L. Lynn Rex, Ex-Officio, Non-Voting Board Member; Executive Director of the League of Nebraska Municipalities (LIGHT's Administrator)*
 5. **Consider a motion to authorize and direct either the Chairperson or Vice Chairperson of LIGHT to execute, on behalf of LIGHT, the Consulting Services Agreement with McInnes Maggart Consulting Group, LLC and McInnes Group, Inc., which provides brokerage and consulting services, along with any subsequent technical revisions recommended by counsel.**
See pages 67-78
*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)*

6. **Consider a motion to approve the 2024 LIGHT Membership Agreement, including the member fee in the amount of \$1.50 per month for each employee covered under the LIGHT Member Health Plan for the plan year July 1, 2024, through June 30, 2025, along with any subsequent technical revisions recommended by counsel. (Although the actual cost of D&O coverage and projected attorneys' fees divided by the number of covered lives is estimated to be \$3.09, the League as Administrator is recommending a member fee of about half of that cost for FY 24-25.)**

Michelle Sitorius, LIGHT's Legal Counsel, Cline Williams

L. Lynn Rex, Ex-Officio, Non-Voting Board Member; Executive Director of the League of Nebraska Municipalities (LIGHT's Administrator)

7. **Consider a motion authorizing the Chairperson or Vice Chairperson of LIGHT, or the LIGHT Administrator to execute/countersign the following on behalf of the LIGHT Board of Directors:**

- a. Interlocal Agreement for each municipality joining LIGHT; and

- b. LIGHT Membership Agreement for each municipality joining LIGHT.

Michelle Sitorius, LIGHT's Legal Counsel, Cline Williams

L. Lynn Rex, Ex-Officio, Non-Voting Board Member; Executive Director of the League of Nebraska Municipalities (LIGHT's Administrator)

8. **Consider a motion to acknowledge the execution of the BCBSNE Master Group Application by the Chairperson of LIGHT pursuant to the Board's approval on April 12, 2024, of the 2024 renewal of the Blue Cross Blue Shield of Nebraska (BCBSNE) insurance policy for coverage through the LIGHT Member Health Plan for the plan year July 1, 2024, through June 30, 2025.**

Michelle Sitorius, LIGHT's Legal Counsel, Cline Williams

L. Lynn Rex, Ex-Officio, Non-Voting Board Member; Executive Director of the League of Nebraska Municipalities (LIGHT's Administrator)

9. **Consider a motion to approve the 2024 renewal of the COBRA Administrative Services Agreement and any related agreements with Wex Health, Inc., which provides COBRA administrative services for the LIGHT members and the LIGHT Member Health Plan.**

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)

10. **Consider a motion to authorize either the Chairperson or Vice Chairperson of LIGHT to enter into and execute, on behalf of LIGHT, all contracts, bids, deeds and conveyances of every kind and other instruments for implementing the service contracts to carry out the business and purposes of LIGHT.**

Michelle Sitorius, LIGHT's Legal Counsel, Cline Williams

L. Lynn Rex, Ex-Officio, Non-Voting Board Member; Executive Director of the League of Nebraska Municipalities (LIGHT's Administrator)

11. Update on the number of municipalities participating in LIGHT

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)

12. Discuss the date for the next meeting of the LIGHT Board of Directors; although there may be meetings by virtual conferencing before the League Annual Conference, there will be an in-person meeting of the LIGHT Board of Directors on Friday, Oct. 4, as well as the Annual Members' Meeting of LIGHT.

L. Lynn Rex, Ex-Officio, Non-Voting Board Member; Executive Director of the League of Nebraska Municipalities (LIGHT's Administrator)

13. Consider a motion to adjourn.

MINUTES
Meeting of the Board of Directors of the
League Insurance Government Health Team (LIGHT)
by virtual conferencing
April 12, 2024, at 2 p.m. CT/1 p.m. MT

A Meeting of the Board of Directors of the League Insurance Government Health Team (LIGHT) by virtual conferencing was held April 12, 2024, at 2 p.m. CT/1 p.m. MT.

(AGENDA ITEM #1) **Call to Order.** At 2 p.m. CT, Plattsmouth Mayor Paul Lambert, Chair of the LIGHT Board, called the meeting to order.

The roll call was read with the following voting Board Members present: **Paul Lambert**, Mayor, City of Plattsmouth; **Tom Goulette**, City Administrator/Utility Superintendent, City of West Point; **Jessica Quady**, City Administrator, City of Ashland; and **Brenda Wheeler**, Clerk, City of Blair. At the time of roll call, four voting Board Members were present. Ex-officio (non-voting) Board Member **L. Lynn Rex**, Executive Director of the League of Nebraska Municipalities, also was present; pursuant to the LIGHT Interlocal Agreement, the League of Nebraska Municipalities is the LIGHT Administrator. *(There was a vacancy on the board until action was taken on Agenda Item #2.)*

Other participants included: **Cline Williams Wright Johnson & Oldfather, L.L.P.** – Michelle Sitorius; **McInnes Maggart Consulting Group, LLC** – Dennis Maggart; **BCBSNE** – Jason Rothermund, John Fleming, and Sherry Young; **Mutual of Omaha** – Jim Daubert; and **League of Nebraska Municipalities** – Christy Abraham, Shirley Riley, and Brenda Henning; and **Catherine-Jo Mills**, Board Chairperson, Village of Ansley (until she was officially appointed to the board when action was taken on Agenda Item #2).

Chair Lambert indicated that on April 9, 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 1335 L Street, 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 – www.lonm.org/light/. The City of Ashland Council Chambers at 2304 Silver Street, Ashland, Nebraska, 68003, was open for attendance by the public during the meeting. LIGHT Board Member Jessica Quady, or her designee, informed 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 Ashland Council Chambers. A notice of this meeting with the agenda and other materials were available at this location with a copy of the Open Meetings Act posted.

Chair Lambert stated 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. 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.

Chair Lambert asked those present to join him in reciting the Pledge of Allegiance to the Flag of the United States of America.

(Agenda Item #2) **Consider a motion to confirm the LIGHT Administrator's recommendation of CathieJo Mills, Board Chair of the Village of Ansley, to fill the vacancy created when former St. Paul Mayor Joel Bergman resigned due to his appointment as Sherman County Sheriff. (Article V, Section 4(c) of LIGHT's Bylaws)** (Presented by Lynn Rex) Goulette moved, seconded by Wheeler to confirm the LIGHT Administrator's recommendation of CathieJo Mills, Board Chair of the Village of Ansley, to fill the vacancy created when former St. Paul Mayor Joel Bergman resigned due to his appointment as Sherman County Sheriff. Chair Lambert asked if there was any discussion; there was none. Roll call vote. Ayes: Lambert, Goulette, Quady, and Wheeler; Nays: None; Abstentions: None; Absent: None. **Motion carried: 4 ayes, 0 nays, 0 abstentions, and 0 absent.**

(Agenda Item #3) **Consider a motion to approve the minutes of the February 27, 2024, Meeting of the LIGHT Board of Directors.** Wheeler moved, seconded by Goulette to approve the minutes of the February 27, 2024, Meeting of the LIGHT Board of Directors. Chair Lambert asked if there was any discussion; there was none. Roll call vote. Ayes: Lambert, Goulette, Mills, Quady, and Wheeler; Nays: None; Abstentions: None; Absent: None. **Motion carried: 5 ayes, 0 nays, 0 abstentions, and 0 absent.**

(Agenda Item #4) **Update on LIGHT Members as of 4/9/24.** (Presented by Dennis Maggart and Lynn Rex) There are 66 LIGHT members as of 4/12/24. Chair Lambert asked if there was any discussion; there was none. No action needed.

(Agenda Item #5) **Consider a motion to approve the 2024 renewal of the Blue Cross Blue Shield of Nebraska (BCBSNE) insurance policy for coverage through the LIGHT Member Health Plan for the plan year, July 1, 2024, through June 30, 2025.** (Presented by Dennis Maggart) Quady moved, seconded by Wheeler to go into closed session to protect the public interest to discuss Agenda Item #5 and include the following people: Michelle Sitorius, Dennis Maggart, Jason Rothermund, John Fleming, Sherry Young, Jim Daubert; Christy Abraham, Shirley Riley, and Brenda Henning. Chair Lambert asked if there was any discussion; there was none. Roll call vote. Ayes: Lambert, Goulette, Mills, Quady, and Wheeler; Nays: None; Abstentions: None; Absent: None. **Motion carried: 5 ayes, 0 nays, 0 abstentions, and 0 absent.** At 2:16, Chair Lambert repeated the motion to go into closed session in its entirety immediately prior to the closed session.

After returning to open session at 3:10 p.m., Chair Lambert emphasized there was no action taken during the closed session and discussion was limited to the motion as stated.

Quady moved, seconded by Wheeler to approve the tiered increase for the 2024 renewal of the Blue Cross Blue Shield of Nebraska (BCBSNE) insurance policy for coverage through the LIGHT Member Health Plan for the plan year, July 1, 2024, through June 30, 2025. Chair Lambert asked if there was any discussion; there was none. Roll call vote. Ayes: Lambert, Goulette, Mills, Quady, and Wheeler; Nays: None; Abstentions: None; Absent: None. **Motion carried: 5 ayes, 0 nays, 0 abstentions, and 0 absent.**

(Agenda #6) **Consider a motion to approve the ancillary line coverages (i.e., life, disability, vision, dental, and worksite) with either BCBSNE or Mutual of Omaha.** (Presented by Dennis Maggart) Goulette moved, seconded by Wheeler to have an endorsed program with BCBSNE. Chair Lambert asked if there was any discussion; there was none. Roll call vote. Ayes: Lambert, Goulette, Mills, Quady, and Wheeler; Nays: None; Abstentions: None; Absent: None. **Motion carried: 5 ayes, 0 nays, 0 abstentions, and 0 absent.**

(Agenda Item #7) **Discuss the date for the next meeting of the LIGHT Board of Directors.** (Presented by Lynn Rex) No action needed.

(Agenda Item #8) **Consider a motion to adjourn.** At 3:33 p.m., Quady moved, seconded by Quady to adjourn. Roll call vote. Ayes: Lambert, Goulette, Mills, Quady, and Wheeler; Nays: None; Abstentions: None; Absent: None. **Motion carried: 5 ayes, 0 nays, 0 abstentions, and 0 absent.**

Approved on:

ATTEST:

Brenda Henning
Membership Services Assistant
League of Nebraska Municipalities

L. Lynn Rex
Ex-Officio, Non-Voting, LIGHT Board Member
Executive Director of the League of Nebraska Municipalities (LIGHT Administrator)



NOTICE

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League Insurance Government Health Team (LIGHT)
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April 12, 2024, at 2 p.m. CT/1 p.m. MT**

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The City of Ashland Council Chambers at 2304 Silver Street, Ashland, Nebraska, 68003, is open for attendance by the public during the meeting. LIGHT Board Member Jessica Quady, or her 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 Ashland 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 <https://lonm-org.zoom.us/j/87019104258?pwd=V4EqU4KoWe1RTl0fmuSPHIJ6RuuZwo.1> or via phone at 877-853-5257. The Meeting ID is 870 1910 4258 and the Passcode is 706658.

On April 9, 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 1335 L Street, 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, with a link to the current version of the Open Meetings Act are on the website of the League of Nebraska Municipalities – www.lonm.org/light/.

GROUP HEALTH INSURANCE ADMINISTRATION AGREEMENT

This Group Health Insurance Administration Agreement (“Agreement”) between the League Insurance Government Health Team (“LIGHT”) and Blue Cross and Blue Shield of Nebraska (“BCBSNE”) is effective upon execution by both parties, with coverage to be issued on July 1, 2024 as provided in subparagraph number 2 below.

BCBSNE will provide an association group health insurance policy to LIGHT to provide health insurance coverage to eligible participating employers of LIGHT on the terms and conditions as stated in the LIGHT Membership Agreement and the LIGHT Interlocal Agreement. The health insurance coverage provided to LIGHT Members is described as the “BCBSNE – LIGHT Coverage.” Coverage is provided under the LIGHT Member Health Plan (the “Plan”).

The BCBSNE – LIGHT Coverage is underwritten and administered by BCBSNE. The Plan is supported by the League of Nebraska Municipalities (“LONM”). The terms and conditions of the BCBSNE – LIGHT Coverage are stated in the Contract between the parties, which the entire Contract includes the following: Master Group Application; Participation Agreement and Subgroup Applications; enrollment information; Master Group Contract; and any endorsements or amendments thereto (collectively referred to as the “Contract”). LIGHT’s responsibilities with respect to the BCBSNE – LIGHT Coverage are as defined in the Contract and in this Agreement. LIGHT has no discretionary authority or control over the BCBSNE – LIGHT Coverage.

Accordingly, the parties agree as follows:

1. Definitions.

- A. “Agent of Record” means an Insurance Producer designated by a Subgroup to serve as the Subgroup’s representative on the coverage.
- B. “Consultant” means McInnes Maggart Consulting Group, LLC, or such replacement consultant as LIGHT shall designate in writing to BCBSNE. At times, Consultant may be acting as an Agent of Record to a Subgroup, but for sake of identification will be referred to uniformly herein as “LIGHT Consultant.”
- C. “Insurance Producer” means a broker, agent or agency licensed in the state of Nebraska to sell, solicit or negotiate insurance. Insurance Producers include and are limited to those entities or individuals appointed by BCBSNE. LIGHT reserves the right to refuse to work with certain Insurance Producers.
- D. “LIGHT” means the League Insurance Government Health Team.
- E. “Subgroup” means an entity covered under the BCBSNE – LIGHT Coverage pursuant to an accepted Participation Agreement and Subgroup Application (the “Subgroup Application”).

2. Coverage. The rates and terms of BCBSNE – LIGHT Coverage are as set forth in the Contract. In the event of any conflict between the Contract and this Administration Agreement, the Contract will control. The parties will work diligently to complete all documents and perform all actions necessary to allow BCBSNE to issue the Contract as soon as reasonably possible, anticipated to be no later than July 1, 2024.

3. Membership and Eligibility Determinations. Working with LONM, LIGHT will confirm LONM membership and, thus, initial eligibility for the BCBSNE – LIGHT Coverage. Otherwise, all eligibility determinations are made by BCBSNE. The procedure for determining membership and eligibility for BCBSNE – LIGHT Coverage for an applicant subgroup is as follows:
- A. BCBSNE will accept requests for coverage from Insurance Producers and the LIGHT Consultant authorized by LIGHT on behalf of applicant subgroups located in the state of Nebraska.
 - B. Upon receipt of the request for coverage from the Insurance Producer, BCBSNE will confirm LONM membership for eligibility of the applicant subgroup for BCBSNE – LIGHT Coverage by referencing the monthly membership file provided by LONM.
 - C. Based on the results of the membership review per Part B. above, the applicant subgroup will be categorized as set forth in TABLE 1 below.

TABLE 1

Category	BCBSNE Coverage Action
<p>Category A: Applicant subgroup is a member of LONM.</p>	<p>Issue BCBSNE – LIGHT Coverage, assuming satisfaction of all underwriting rules.</p>
<p>Category B: Applicant subgroup is not a member of LONM.</p>	<p>Applicant subgroup will have up to thirty (30) business days to fulfill eligibility requirements.</p> <ul style="list-style-type: none"> • If eligibility requirements are met, BCBSNE will recategorize the applicant subgroup as Category A. • If eligibility requirements are not met, or in the absence of response after thirty (30) business days, the applicant subgroup will be recategorized by BCBSNE as Category C.
<p>Category C: Applicant subgroup fails to achieve Category A status after thirty (30) days in Category B.</p>	<p>BCBSNE will decline BCBSNE – LIGHT Coverage; and BCBSNE may issue non-LIGHT coverage.</p>

4. Membership and Underwriting Guidelines Apply. Attached hereto as Exhibit A are the Blue Cross and Blue Shield of Nebraska Membership and Underwriting Guidelines for BCBSNE – LIGHT Coverage (the “Guidelines”). The Guidelines apply to all BCBSNE - LIGHT Coverage issued or proposed to be issued. The Guidelines may be revised from time to time by BCBSNE, upon thirty (30) days’ written notice to LIGHT.
5. Renewals. BCBSNE will terminate BCBSNE – LIGHT Coverage if LIGHT notifies BCBSNE that a Subgroup is no longer a qualified member of LIGHT. Termination for not meeting the LIGHT member qualifications will generally occur at the annual anniversary of enrollment of the Subgroup, except as set out in the LIGHT Membership Agreement. For voluntary Subgroup terminations, the Subgroup must provide the notification to BCBSNE at least 60 days in advance of the anniversary. These eligibility standards will be applied uniformly without regard to health or claim status. If coverage is terminated, BCBSNE may immediately offer non-LIGHT Coverage to the Subgroup.
6. LIGHT Licensing and Management Services Fee. LIGHT will receive a fee (“Licensing and Management Services Fee”), as applicable, for the use of LONM name and marks in connection with BCBSNE – LIGHT Coverage as well as for certain management services LONM will provide to LIGHT as set out in the Servicemarks License and Management Services Agreement among LIGHT, LONM, and BCBSNE (“License Agreement”).
7. Agent of Record.
 - A. BCBSNE will recognize the LIGHT Consultant and/or Insurance Producer, as authorized by LIGHT, as Agent of Record on the business.
 - B. BCBSNE may honor Agent of Record designations by Subgroups, if approved by the LIGHT Consultant, in favor of the Insurance Producer of their choice (including LIGHT Consultant).
8. Consultant Compensation.
 - A. BCBSNE will pay the LIGHT Consultant compensation equal to \$6 per contract per month (PCPM) for all Subgroups, subject to the terms and conditions set forth in the Single Case Commission Agreement and any relevant schedules thereto, effective July 1, 2024.
 - B. BCBSNE will pay each Insurance Producer which is the current broker of record for a Subgroup \$30 per contract per month (PCPM), subject to the terms and conditions set forth in the Single Case Commission Agreement and any relevant schedules thereto, effective July 1, 2024.
 - C. Prior to LIGHT’s annual renewal, or if LIGHT elects to change the LIGHT Consultant for this business, a new consultant compensation amount will be mutually agreed upon by BCBSNE and LIGHT.
9. Cooperation. BCBSNE will educate Insurance Producers with whom it does business on the workings and benefits of BCBSNE – LIGHT Coverage. LIGHT, BCBSNE, and LIGHT Consultant will meet quarterly, upon the request of any of them, to review performance of the block, marketing and sales objectives, renewals, and other issues of importance. BCBSNE and LIGHT agree to work diligently to set and achieve sales and persistency goals. BCBSNE shall provide monthly and quarterly claims reporting to LIGHT and LIGHT Consultant. Upon request, BCBSNE shall provide LIGHT with any and all claims information for the Plan.

10. Format of Mailings. Each party will give the other reasonable advance notice of proposed mass mailings regarding BCBSNE – LIGHT coverage. BCBSNE will send renewal and other notices in a format and style of its choosing which will generally be of the same style as for its other groups. If LIGHT Consultant desires an alternative format, then LIGHT Consultant will be responsible for production and mailing costs.
11. Term and Termination.
 - A. This Agreement shall continue in force until terminated as provided herein.
 - B. If enrollment in the BCBSNE – LIGHT Coverage falls below 250 enrolled contracts within 180 days prior to LIGHT’s renewal date, LIGHT and BCBSNE will mutually agree on either a plan to increase LIGHT’s enrollment to the 250 minimum enrollment level or to terminate this Agreement. A mutually agreed upon plan will be executed at least 150 days prior to LIGHT’s renewal date or the Agreement will be terminated.
 - C. This Agreement may be terminated as follows:
 - i. For Cause: Immediately upon notice to the other party, without prejudice to any other remedies, if: (i) the other party breaches any of its obligations hereunder and fails to remedy such breach to the notifying party’s satisfaction within thirty (30) days after it demands such cure or (ii) the other party becomes insolvent or bankrupt, assigns all or a substantial part of its business or assets for the benefit of creditors, permits the appointment of a receiver for its business or assets, becomes subject to any legal proceeding relating to insolvency, reorganization or the protection of creditors’ rights or otherwise ceases to conduct business in the normal course.
 - ii. Without Cause: With ninety (90) days written notice to the other party. BCBSNE may provide non-BCBSNE – LIGHT Coverage to currently covered members immediately after termination.
12. Confidentiality.
 - A. LIGHT and BCBSNE acknowledge that each party may have access to certain of the other party’s confidential and proprietary information and trade secrets (“Information”) in connection with this Agreement. Each party will take all reasonable precautions necessary to safeguard the confidentiality of the other party’s Information, including those required under this section, those taken by such party to protect its own confidential information and those which the other party may reasonably request from time to time.
 - B. Each party will use the other party’s Information solely to fulfill the purposes of this Agreement. Neither party will disclose, in whole or in part, the other party’s Information to any person, except to the disclosing party’s employees or agents who require access to fulfill the purposes of this Agreement or as required by law.
 - C. Each party acknowledges that any unauthorized use or disclosure of the Information may cause irreparable damage to the other party. If an unauthorized use or disclosure occurs, such party will take, at its expense, all steps which are necessary to recover the other party’s Information and to prevent its subsequent unauthorized use or dissemination, including availing itself of actions for seizure and injunctive relief. If such party fails to

take these steps in a timely and adequate manner, the other party may take them at such party's expense.

- D. Neither party will have any confidentiality obligation with respect to any portion of the other party's Information that (i) it independently knew or develops, (ii) it lawfully obtains from a third party under no obligation of confidentiality or (iii) becomes available to the public other than as a result of its act or omission.
- E. LIGHT and BCBSNE agree to the terms of the HIPAA Business Associate Agreement, Exhibit B.

13. General Provisions.

- A. This Agreement, including any Exhibits, constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes all previous agreements except the Master Group Contract, the Single Case Commission Agreement between LIGHT Consultant, other Agents of Record, BCBSNE, and the License Agreement.
- B. This Agreement, and all its terms and conditions, shall be severable. To the extent any term or condition of this Agreement shall be deemed to be in conflict with applicable law or regulation, the law or regulation will control, and, provided that the unenforceability of such term or condition does not deprive either of the parties of the benefit of their bargain, the remainder of this Agreement shall remain enforceable to the extent permitted by law.
- C. This Agreement may be amended only upon the written mutual agreement of LIGHT and BCBSNE.
- D. This Agreement shall be governed and construed in accordance with the laws of the state of Nebraska.
- E. LIGHT acknowledges that LIGHT Consultant is an Insurance Producer appointed by BCBSNE to act on other accounts.
- F. Each employer Subgroup retains responsibility for compliance with state and federal laws pertaining to employee health benefit plans.
- G. LIGHT and BCBSNE are at all times independent parties. None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any other relationship between the parties, including those of joint venture, partnership or association. Neither LIGHT nor BCBSNE may act on behalf of the other except as provided in this Agreement, and neither may bind or execute a release on behalf of the other except as authorized in writing by such other party.
- H. This Agreement constitutes a contract solely between LIGHT and BCBSNE, and no other party is a third party beneficiary or has any rights to enforce any of its provisions. Additionally, LIGHT hereby expressly acknowledges its understanding that BCBSNE is an independent corporation operating under a license with the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans, (the "Association") permitting BCBSNE to use the Blue Cross and Blue Shield service marks in Nebraska, and that BCBSNE is not contracting as the agent of the Association

Blue Cross and Blue Shield of Nebraska, by

**League Insurance Governmental Health
Team, by**

Signature: _____

Signature: _____

Print Name: Ron Rowe

Print Name: R. Paul Lambert

Title: Chief Revenue Officer

Title: Chair, League Insurance Government
Health Team

EXHIBIT A
BLUE CROSS AND BLUE SHIELD OF NEBRASKA MEMBERSHIP
AND UNDERWRITING GUIDELINES

For Coverage Issued to the League Insurance Government Health Team (“LIGHT”)

For Members of the League of Nebraska Municipalities (“LONM”)

I. ELIGIBILITY AND PARTICIPATION REQUIREMENTS FOR ACTIVELY EMPLOYED SUBGROUPS

A. Basic Eligibility Requirements for BCBSNE – LIGHT Coverage:

1. Each subgroup applicant employer must meet the requirements set forth in the League Insurance Government Health Team (“LIGHT”) Interlocal Agreement and enter into the LIGHT Interlocal Agreement.
2. Each subgroup applicant employer must enter into the LIGHT Membership Agreement and complete a participation and subgroup application by BCBSNE.
3. Each subgroup applicant employer must meet the following requirements:
 - a. Is a city or village in the State of Nebraska;
 - b. Constitutes an employer as defined under ERISA § 3(5);
 - c. Employs in the State of Nebraska at least one common law employee; and
 - d. Is a dues-paying member in good standing with the League of Nebraska Municipalities (“LONM”).
4. Eligibility Parameters:
 - a. General Requirement. All eligible employees of the subgroup applicant employer whose employment taxes are reported and paid pursuant to the same Employer Identification Number (EIN) are eligible to participate in the Plan.
 - b. Municipal Controlled Entities. If a Municipal Controlled Entity (as defined in Section b(iii) below) has a separate EIN from its municipality, all employees of the Municipal Controlled Entity are eligible to participate in the Plan so long as the municipality which meets the subgroup applicant employer requirements participates in the Plan.
 - i. The subgroup applicant employer may elect whether Municipal Controlled Entity employees are eligible to participate in the Plan. Only eligible employees of the Municipal Controlled Entity may participate in the Plan, not Board members of the Municipal Controlled Entity.
 - ii. If the subgroup applicant employer elects to allow Municipal Controlled Entity employees to participate in the Plan, the Municipal Controlled Entity employees will be considered along with the municipality’s employees for purposes of the insurer rate/premium quote and minimum participation requirements. The Municipal Controlled Entity will not execute a separate insurer participation agreement and subgroup application.
 - iii. A Municipal Controlled Entity is an entity created by municipal ordinance, in which the municipality’s mayor/chairperson, with the approval of the municipality’s governing body, is authorized to appoint the majority of the persons serving on the board, agency or authority of the entity.

A. Currently, a Municipal Controlled Entity includes the following entities:
Airport Authority, Airport Board, Board of Public Utilities, Board of Public Works, Community Development Agency, Community

Redevelopment Authority, Housing Authority, Library Board, or such other entities that are approved by the LIGHT Board of Directors, subject to the requirements set out above in Section b(iii).

- c. Union Employees and Negotiated Agreements. Member employees who are subject to a union negotiated agreement are subject to the terms of the applicable negotiated agreement.
 - i. If both union and non-union employees participate in the Plan, all employees (both union and non-union employees) are considered for purposes of any Plan minimum participation requirements. If the terms of the union negotiated agreement require a separate health insurance arrangement from the Plan, then only non-union employees are considered for purposes of any Plan minimum participation requirements.
 - ii. If the terms of the union negotiated agreement alter the allocation of the employer contribution versus the employee contribution towards premiums such that the allocation differs from the allocation of premiums applicable to non-union employees, the subgroup applicant employer must specify this in its insurer participation agreement and subgroup application. Any Plan employer contribution requirements related to union employees shall be deemed met so long as the allocation of employer contribution versus the employee contribution reflects the terms of the applicable negotiated agreement.
5. Only subgroup applicant employers which are dues-paying members in LONM (individually, a “Subgroup”; together “Subgroups”), as determined by LONM, shall be eligible for the BCBSNE – LIGHT Coverage. Determination of LONM membership status shall be confirmed by LIGHT or LONM pursuant to this Group Health Insurance Administration Agreement (“the Agreement”) between LIGHT and BCBSNE.
6. Employees of a Subgroup are eligible to obtain Plan coverage, conditioned upon any eligibility requirements set out in these Membership and Underwriting Guidelines and/or the Subgroup Application.
7. Eligible employees’ dependents may only participate in the Plan if the employee has elected coverage for himself/herself. There is no dependent-only coverage. The employee must be and remain enrolled in order to maintain coverage for a dependent.
8. Eligible dependents of an eligible employee include:
 - a. Spouse;
 - b. Children of the eligible employee, or the employee’s spouse, including, (1) natural-born or legally adopted child who has not reached the limiting age of 26; (2) child for whom the employee or beneficiary (or the spouse) has legal guardianship and who has not reached the limiting age of 26; or (3) child with a mental or physical disability who has attained the limiting age of 26 may continue coverage beyond age 26 if proof of disability is provided within 31 days of attaining age 26 and the child remains:
 - incapable of self-sustaining employment, by reason of mental or physical handicap,
 - unmarried, and
 - dependent upon the employee for support and maintenance.

Coverage of children of the eligible employee (or of the spouse) ends when the child attains age 26 unless specifically provided above in subsection (b).

9. Each Subgroup employer must contribute a minimum of 50% of the employee cost of the Plan for all eligible employees enrolled in the Subgroup.
10. Each Subgroup must meet minimum participation requirements of 75% of all eligible employees, less valid waivers, but with no less than 25% of total eligible employees; or 50% of total eligible employees.
11. Deductible, coinsurance, and maximum out-of-pocket credits are allowed for any Subgroup with a renewal date other than July 1.
12. If a Subgroup discontinues Plan coverage for a Plan year, it will not be allowed to re-enroll until 24 months elapse from the date of cancellation.
13. A Subgroup must provide notification to LIGHT and BCBSNE at least 60 days in advance of the annual anniversary for enrollment if the Subgroup intends to terminate coverage under the Plan for a subsequent Plan year.
14. Employees who are actively at work with Subgroups are eligible to obtain BCBSNE – LIGHT Coverage, subject to the eligibility requirements set forth in the Subgroup Application of the Subgroup for which they are employed. “Actively at work” requirements shall be applied in a manner consistent with HIPAA requirements for nondiscrimination in the case of employees who are absent due to illness.

If an employee is not actively at work or fails to meet the minimum weekly working hours requirement for four (4) consecutive weeks, as specified on the Subgroup Application, the employee’s coverage will be terminated. The “actively at work” requirement shall be met under the following three circumstances: (1) the employee is actively performing the customary duties, responsibilities, and obligations of the role which the employee is employed to perform; (2) the employee is on leave under the Family and Medical Leave Act (FMLA), whether paid or unpaid; and/or (3) the employee is on an approved paid leave. The minimum weekly working hours requirement is waived for all periods in which the employee is on FMLA leave, but shall apply in all other circumstances, including periods of approved paid leave. Where an employee is on approved paid leave, to meet the minimum weekly working hours requirement, the employee must have available and use paid leave equal to or in excess of such requirement.

Annually upon receipt of each Subgroup Application, BCBSNE will review each Subgroup Application, evaluate the listed employees who are not “actively at work,” and evaluate, through consultation with the applicable Subgroup, whether coverage is effective as to that employee based on the requirements set out in the Subgroup Application and the Guidelines.

Subsequently, BCBSNE will verify, with the applicable Subgroup and within ten (10) business days of obtaining knowledge of facts that indicate an employee is not “actively at work” or has failed to meet the minimum weekly working hours requirement for four (4) consecutive weeks, the eligibility of an employee for BCBSNE-LIGHT Coverage. At the same time that this verification process commences, BCBSNE shall notify LIGHT of the eligibility issue.

15. Seasonal employees are eligible to obtain the BCBSNE – LIGHT Coverage through the Subgroup for which they are actively employed and only during the period they are actively employed and if their scheduled work hours during that period of time will exceed an average of the same number of hours per week over an entire year as required for the Subgroup.

16. Annually, each employer Subgroup will be required to complete a Subgroup Application furnished by BCBSNE verifying they meet Plan requirements.
17. In order to substantiate compliance with participation requirements, employer Subgroups must secure waivers from employees who decline enrollment due to other existing coverage. A copy of each disclaimer shall be kept in the employer Subgroup's health benefits file, and the original is to be sent to BCBSNE.
18. Coverage changes for a Subgroup may only be made at the annual renewal for LIGHT prior to the commencement of each Plan year.
19. If a Subgroup's enrollment changes by more than +/- 10% during a Plan year, based on the Subgroup's enrollment as of the renewal effective date, BCBSNE reserves the right to re-rate the Subgroup for that same Plan year, but only with receipt of the written agreement of LIGHT or LONM, the LIGHT Administrator. If BCBSNE decides to exercise that right to re-rate under this section, it will promptly notify LIGHT of BCBSNE's intention to re-rate and obtain written agreement prior to taking any such action.
20. If a Subgroup's enrollment changes by more than +/- 10% between BCBSNE's initial quote to the Subgroup and such quote's effective date, BCBSNE reserves the right to re-rate the Subgroup for that same Plan year, but only with receipt of the written agreement of LIGHT or LONM, the LIGHT Administrator. If BCBSNE decides to exercise that right to re-rate under this section, it will promptly notify LIGHT of BCBSNE's intention to re-rate and obtain written agreement prior to taking any such action.
21. BCBSNE will perform an evaluation of each Subgroup at the annual renewal to determine if the current rating band for that Subgroup is appropriate. If it is determined that a Subgroup's medical risk has changed, BCBSNE has the option to move that Subgroup up or down one or two rate bands, depending upon whether the risk has worsened or improved.
22. LIGHT is a single, large group health plan as evidenced by the Declaration of Single- Group Health Plan Status executed by LIGHT and accepted by BCBSNE. Accordingly, the BCBSNE – LIGHT Coverage is treated as one, large group employer plan for the purposes of federal Medical Loss Ratio (MLR) and Medicare Secondary Payor requirements.
23. Any deviation from the Underwriting Guidelines must be mutually agreed to by the LIGHT and BCBSNE.

B. Late Enrollees:

1. An eligible employee or dependent is a Late Enrollee if they do not enroll:
 - a. Within 31 days of his or her initial eligibility, or
 - b. During a Special Enrollment Period.
2. Late Enrollees may enroll for coverage only during June, the annual open enrollment month, for a July 1 effective date. There is no surcharge for these Late Enrollees.

C. Special Enrollment Period:

An eligible employee and his or her eligible dependents who have not previously enrolled for coverage may be able to enroll during a Special Enrollment Period, pursuant to the Health Insurance Portability and Accountability Act. This Special Enrollment Period is available only in the case of:

1. An eligible employee who declined BCBSNE – LIGHT Coverage for the employee or dependents at the time enrollment was previously offered because he or she was covered under other Creditable Coverage and subsequently lost that coverage because of any of the following:
 - a. The other coverage was COBRA continuation coverage which now has been exhausted.
 - b. The other coverage was not COBRA continuation coverage, and the coverage has been terminated as a result of a loss of eligibility, including loss because of death of a spouse, divorce or legal separation, termination of employment or reduction in hours of employment, an involuntary termination of the coverage. (A voluntary termination of coverage, a failure to pay premiums or reasons determined to be “for cause,” do not qualify as a loss of eligibility under this provision.)

A loss of eligibility shall include that which is due to moving out of the service area of an HMO or other arrangement that only provides benefits to individuals who reside, live or work in the service area; or a loss due to the exhaustion of a lifetime limit on all benefits.
 - c. The employer ceased to make contribution for the other non-COBRA Creditable Coverage.

Persons requesting enrollment during a Special Enrollment Period must do so within 31 days of a loss of coverage described above. The employee must enroll (if not already covered) in order to enroll his or her eligible dependents.

2. A person who becomes an eligible dependent of the employee, through birth, adoption or marriage.

An employee who is eligible but has not previously enrolled may also enroll with or without the new dependent(s) at this time. Likewise an eligible spouse who has not previously enrolled may enroll with or without the new eligible dependent child as a result of birth, adoption or placement for adoption of that child. The effective date shall be the date of the qualifying event.

Persons requesting enrollment during a Special Enrollment Period must do so within 31 days of a marriage, birth or adoption. The employee must enroll (if not already covered) in order to enroll his or her eligible dependents during a Special Enrollment Period.

3. A Special Enrollment Period of 60 days is available to an employee or his or her eligible dependent who is eligible but not enrolled, if either of the following occur:
 - a. The employee or dependent is covered under Medicaid or a State Child Health Insurance Program, and such coverage is terminated as result of loss of eligibility.
 - b. The employee or dependent becomes eligible for premium assistance under Medicaid or a State Child Health Insurance Program with respect to coverage under the group health plan.

Enrollment must be requested within 60 days after termination of the coverage, or the determination of eligibility for assistance.

D. Court-Ordered Medical Child Support:

BCBSNE will assist a Subgroup with determinations and correspondence related to Qualified Medical Child Support Orders for its employees covered under the Plan, pursuant to federal or state law requirements regarding court-ordered child health care coverage. Since there is no dependent-only coverage, a parent requesting coverage for an eligible dependent child pursuant to a court or administrative order must also enroll if not already covered under the Plan. Late Enrollment restrictions will not apply to the parent or child if Application is made within 31 days of the effective date of the court order.

When honoring a medical child support order in connection with a request for a single-to-family change, the assigned effective date will be the first of the month following receipt of the request.

E. Effective and Renewal Dates:

1. **New Employees:** Coverage will be effective on the first day a new employee becomes eligible for the BCBSNE – LIGHT Coverage, as specified on the Subgroup Application.
2. **Special Enrollees:** Coverage will be effective for newborns on the date of birth; adopted children the date of placement for adoption; newly married and all other Special Enrollees on the first day of the month following receipt of the enrollment form, provided timely enrollment is requested in all cases.
3. **Subgroups Renewal Date:** All Subgroups will have a common renewal date of July 1 regardless of the Subgroup's anniversary date.

II. HEALTH COVERAGE BENEFIT OPTIONS

Subgroups must designate their chosen options on the Subgroup Application. Split coverage or dual option coverage within a Subgroup will be allowed if the Subgroup has two or more enrolled employees and if the deductible difference between the two options is \$500 or more, or if any one of the PPO Standard Options is chosen in conjunction with any one of the PPO HSA eligible options. The Underwriting Medical Review will not be affected by choice of Dual Option.

III. DENTAL COVERAGE

- A. The BCBSNE - LIGHT Coverage allows BCBSNE dental coverage for Subgroups with five or more employees enrolled in the BCBSNE - LIGHT Health Coverage.
- B. **Contribution and Participation.** A Subgroup must provide a minimum contribution toward the cost of dental coverage as follows:
 1. 50% of the Employee Only or Employee & Family/Spouse/Child(ren) rates; or
 2. 100% of the Employee Only rate and the Employee Only rate toward the Employee & Family/Spouse/Child(ren) rates; or
 3. 50% of the combined health and dental coverage Employee Only rates, if the dental coverage is mandatory when the employee is enrolled under health coverage.

There must be 75% net participation and 50% gross participation by all eligible employees and dependents in each insured member Subgroup which has elected dental coverage.

- C. Waiting periods will not be enforced for Subgroups adding dental coverage.

- D. Subgroups will be required to maintain dental coverage for 12 months.
- E. Subgroups that cancel their dental coverage at the end of the 12-month contract term will not be able to add dental coverage to their plan for a period of 24 months.
- F. Subgroups that cancel their dental coverage in violation of paragraph D above will not be permitted to add dental coverage for a period of 5 years.
- G. Dental coverage is not available for persons enrolled in a Medicare Supplemental plan.

IV. CONTINUATION OF COVERAGE

BCBSNE provides continuation coverage for former employees or dependents as necessary to meet requirements imposed upon employer Subgroups under COBRA or state continuation coverage, as applicable. BCBSNE, however, does not provide administrative services, such as mailing of notices or billing of former employees or dependents. Such requirements remain the responsibility of the employer Subgroup. The COBRA requirements are summarized below for informational purposes only.

- A. Public Law 99-272, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and subsequent amendments provide that upon termination of coverage because of certain qualifying events, employer Subgroups **with 20 or more employees** must allow employees and their dependents to continue their present group health plan for 18, 29 or 36 months, depending upon the event. Persons who are eligible for continuation coverage are “qualified beneficiaries.” A qualified beneficiary also includes a child born to or placed for adoption with the covered person during the period of COBRA coverage. Such children have all of the statutory protections and rights of other qualified beneficiaries. **COBRA coverage is subject to fulfillment of conditions and requirements which are the responsibility of the employer Subgroup and employee.** The employer Subgroup is responsible to provide all notices required by COBRA and/or Department of Labor regulations.

V. GUIDELINES FOR ENROLLING NEW SUBGROUPS IN THE BCBSNE – LIGHT COVERAGE

Eligible Subgroups not currently enrolled in the BCBSNE – LIGHT Coverage may apply for coverage subject to the Membership requirements, as set forth in this Agreement, by submitting the required information noted below.

A. Subgroups with 100 or more enrolled employees:

BCBSNE will require all available experience and rates from the prior group health insurance plan in force for such Subgroups. BCBSNE will use the current experience rating formula to develop a premium for the prospective group enrollment.

B. Subgroups with less than 100 enrolled employees:

For subgroups with 1-9 full-time employees enrolling: The Subgroup will be required to complete individual underwriting questionnaires. The Subgroup will be offered rates in one of the rating bands based on its risk score.

For subgroups with 10-99 full-time employees enrolling: BCBSNE will require all available experience and rates from the prior group health insurance plan in force for such Subgroups. BCBSNE will use the current experience rating formula to develop a premium for the prospective group enrollment. If experience is unavailable, the Subgroup may either complete individual underwriting questionnaires or submit a census in a BCBSNE approved format. The Subgroup will

be offered rates in one of the rating bands based on its risk score.

- C. Standard group underwriting practices applicable:** BCBSNE standard group underwriting practices that are not in conflict with those stated in these guidelines will be used to determine whether an approved Subgroup shall be eligible for enrollment.

EXHIBIT B

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “Agreement”) is entered into between Blue Cross and Blue Shield of Nebraska (“BCBSNE”) and League Insurance Government Health Team (“LIGHT”) and is made a part of the Group Health Administration Agreement (“Master Agreement”) to the extent BCBSNE is considered a business associate of LIGHT and to the extent LIGHT performs a function or activity on behalf of BCBSNE involving the use or disclosure of Individually Identifiable Health Information.

WHEREAS, the parties hereto have on ongoing business relationship under which LIGHT provides certain products or services to BCBSNE and in the course of that business relationship LIGHT may come into contact with Protected Health Information created or received by BCBSNE, and BCBSNE may come into contact with Protected Health Information created or received by LIGHT; and

WHEREAS, LIGHT is the administrator of the Master Agreement between BCBSNE and LIGHT concerning certain health insurance products and services to be provided to members of LIGHT and their employees, and as such, may be obligated to provide the same safeguards to Protected Health Information as BCBSNE; and

WHEREAS, the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the “HITECH Act”), that are applicable to business associates, along with any guidance and/or regulations issued by DHHS, require Covered Entities to have in place written agreements with third parties who come into contact with certain Protected Health Information; and

WHEREAS, the parties have determined that it is in their respective interest to comply with said requirements of HIPAA and the HITECH Act now enter into this Agreement on the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual exchange of promises set forth herein, BCBSNE and LIGHT agree as follows:

1. The purpose of this Agreement is to set forth the terms and conditions deemed necessary by the parties to ensure compliance with the requirements applicable to their handling of Protected Health Information (“PHI”) under the Security Regulations (45 CFR Part 160 and 164, Part C, hereinafter Security Standards and Implementation Specifications (45 CFR part 160 and 164, subpart C and subpart D, hereinafter the Security Rule and HIPAA Breach Notification Rule); and the Standards for Privacy of Individually Identifiable Health Information (45 CFR part 160 and 164 subparts A and E, hereinafter the “Privacy Rule”) promulgated under HIPAA and the requirements promulgated under the HITECH Act. Capitalized terms set forth in this Section shall have that meaning set forth in HIPAA, the Privacy Rule, the Security Rule and the HITECH Act as applicable. In the event of any inconsistency between this Agreement and the Privacy or Security Rules (“Rules”) or the HITECH Act, the requirements set forth in the Rules shall control.
2. The parties agree to not use or disclose PHI other than as permitted or required by this Agreement, by the Master Agreement, or as Required by Law.
3. The parties agree to use appropriate safeguards to prevent the use or disclosure of the PHI other than as provided for by this Agreement or the Master Agreement. The parties further agree to implement administrative, physical and technical safeguards (including written policies and procedures) that

reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains, or transmits as required by the Security Rule.

4. The parties agree to mitigate, to the extent practicable, any harmful effect that is known to either of them regarding a use or disclosure of PHI by such party in violation of the requirements of this Agreement or of the Master Agreement.

5. The parties agree to report to each other within 72 hours of discovery any use or disclosure of PHI not provided for by this Agreement or by the Master Agreement, and each party will report to the other party within 72 hours of discovery any Security Incident of which the party giving notice becomes aware and any “Breach” of “Unsecured Protected Health Information” as these terms are defined by the Breach Notification Rule and any implementing regulations.

6. If either party conducts any Electronic Transactions for or on behalf of the other party for which the Department of Health and Human Services has established standards, the party will comply, and will require any subcontractor or agent involved with the conduct of such Transactions to comply, with each applicable requirement of 45 CFR Part 162 and as required by the HITECH Act. The parties will not enter into, or permit their respective subcontractors or agents to enter into, any agreement in connection with the conduct of Electronic Transactions for or on behalf of the other party that do not comply with the requirements of 45 CFR Part 162 or any requirements of the HITECH Act.

7. The parties agree to ensure that any of their respective agents, including a subcontractor of a party, to whom the party provides PHI agrees to the same restrictions and conditions that apply through this Agreement to the party with respect to such information. Moreover, each party shall ensure that any such agent or subcontractor agrees to implement reasonable and appropriate safeguards to protect such PHI.

8. The parties acknowledge and agree that LIGHT will not maintain BCBSNE’s PHI in a designated record set, and they further acknowledge and agree that BCBSNE will not maintain LIGHT’s PHI, if any, in a designated record set. If, however, either party maintains any PHI in a designated record set for the other party, the parties agree to disclose such information in a Limited Data Set, if practicable. In addition, LIGHT and BCBSNE agree to implement and follow appropriate minimum necessary policies in the performance of its obligations of maintaining and accessing each other’s PHI. The parties further agree:

- a. to provide access, at the request of the other party and in the time and manner designated by that party, to PHI in a Designated Record Set, to the party or, as directed by that party, to an Individual in order to meet the requirements under 45 CFR 164.524, and
- b. make any amendment(s) to PHI in a Designated Record Set that the other party directs or agrees to pursuant to 45 CFR 164.526, at the request of LIGHT or an Individual, and in time and manner designated by the other party.

9. The parties agree to document such disclosures of PHI and information related to such disclosures as would be required for the other party to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. The parties agree to provide each other with the documentation described in this paragraph within 15 days of any such disclosure upon request by the other party. Such documentation shall be sufficient to allow the other party to respond to an individual request for accounting of disclosures of PHI under 45 CFR 164.528 or any requirements of the HITECH Act.

10. The parties agree to make their respective internal practices, books, and records, including policies and procedures relating to the use and disclosure of PHI received from, or created or received by that party on behalf of the other party, available to the other party or to the Secretary for purposes of the Secretary determining the other party’s compliance with the Privacy Rule.

11. Except as otherwise limited in this Agreement, the parties may use or disclose PHI to perform functions, activities, or services for or on behalf of each other for the purposes stated in the separate agreement or agreements defining the Business relationship (the “Master Agreement”) and obligations of the parties, provided that such use or disclosure would not violate the Privacy Rule if done by the other party.

12. Except as otherwise limited in this Agreement, the parties may use PHI of the other party for their proper management and administration or to carry out their legal responsibilities.

13. Except as otherwise limited in this Agreement, the parties may disclose the PHI of the other party for their proper management and administration, provided that disclosures are Required by Law, or the party obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the disclosing party of any instances of which it is aware in which the confidentiality of the information has been breached.

14. Except as otherwise limited in this Agreement, the parties may use PHI to provide Data Aggregation services to the other party as permitted by 45 CFR 164.504(e)(2)(i)(B).

15. Except as otherwise provided herein, the parties may make any use or disclosure of PHI permitted under 45 CFR 164.502(j)(1) or 45 CFR 164.512. To the extent possible and except as permitted under 45 CFR 164.502(j)(1), where PHI is sought in reliance upon 45 CFR 164.512(e), the parties agree to notify each other in sufficient time for the other party to lodge an appropriate objection. In that event, the disclosing party agrees to provide copies of the PHI to be disclosed to the other party for such notification. Except as permitted by 45 CFR 164.502(j)(1), neither party shall disclose any PHI of the other party as permitted under 45 CFR 164.512(e) without first notifying such party as provided in this section.

16. Termination for Cause. Upon either party’s knowledge of a material breach by the other party, the non-breaching party shall:

- a. Provide an opportunity for the breaching party to cure the breach or end the violation and terminate the Agreement if the breaching party does not cure the breach or end the violation within the time specified by non-breaching party;
- b. Immediately terminate the Agreement if the breaching party has breached a material term of this Agreement and cure is not possible; or
- c. If neither termination nor cure is feasible, the non-breaching party shall report the violation to the Secretary.

17. Each party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by said party, its employees, agents, or subcontractors, in the performance or omission of any act or responsibility of said party under this Agreement. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. Both parties shall, however, retain the right to take any and all actions they believe necessary to protect their own interests.

18. Effect of Termination.

- a. Except as provided in paragraph b. of this subsection, upon termination of this Agreement, for any reason, each party shall return or destroy all PHI received from the other party or

created or received by a party on behalf of the other party. This provision shall apply to PHI that is in the possession of subcontractors or agents of a party. Except as otherwise provided, herein, the parties shall retain no copies of the PHI.

- b. In the event that a party determines that returning or destroying the PHI is infeasible, that party shall provide to the other party notification of the conditions that make return or destruction infeasible. In that event, the party shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the party maintains such PHI. The parties agree that information received by BCBSNE from subgroups and from enrollees was not received by or on behalf of LIGHT, and shall be retained by BCBSNE pursuant to this paragraph.
- c. The respective rights and obligations of the parties under this subsection shall survive the termination of this Agreement.

19. Regulatory References. A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.

20. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the parties to comply with the requirements of the Security Rule, the Privacy Rule, the Breach Notification Rule, and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

21. Interpretation. Any ambiguity in this Agreement shall be resolved to permit the parties to comply with the Security Rule, the Privacy Rule, and the Breach Notification Rule.

22. Nothing expressed or implied in this Agreement is intended to confer upon any person or entity other than the parties hereto and their respective successors or assigns any rights, remedies, obligations, or liabilities whatsoever.

23. This Agreement constitutes the entire agreement between the parties with regard to the subject matter hereof.

End of Document.

GROUP HEALTH INSURANCE ADMINISTRATION AGREEMENT

This Group Health Insurance Administration Agreement (“Agreement”) between the League Insurance Government Health Team (“LIGHT”) and Blue Cross and Blue Shield of Nebraska (“BCBSNE”) is effective upon execution by both parties, with coverage to be issued on July 1, 2024 as provided in subparagraph number 2 below.

BCBSNE will provide an association group health insurance policy to LIGHT to provide health insurance coverage to eligible participating employers of LIGHT on the terms and conditions as stated in the LIGHT Membership Agreement and the LIGHT Interlocal Agreement. The health insurance coverage provided to LIGHT Members is described as the “BCBSNE – LIGHT Coverage.” [Coverage is provided under the LIGHT Member Health Plan \(the “Plan”\).](#)

The BCBSNE – LIGHT Coverage is underwritten and administered by BCBSNE. The ~~LIGHT Member Health Plan (the “Plan”)~~ is supported by the League of Nebraska Municipalities (“LONM”). The terms and conditions of the BCBSNE – LIGHT Coverage are stated in the Contract between the parties, which the entire Contract includes [the following](#): Master Group Application; Participation Agreement and Subgroup Applications; enrollment information; Master Group Contract; and any endorsements or amendments thereto (collectively referred to as the “Contract”). LIGHT’s responsibilities with respect to the BCBSNE – LIGHT Coverage are as defined in the Contract and in this Agreement. LIGHT has no discretionary authority or control over the BCBSNE – LIGHT Coverage.

Accordingly, the parties agree as follows:

1. Definitions.
 - A. “Agent of Record” means an Insurance Producer designated by a Subgroup to serve as the Subgroup’s representative on the coverage.
 - B. “Consultant” means McInnes Maggart Consulting Group, LLC, or such replacement consultant as LIGHT shall designate in writing to BCBSNE. At times, Consultant may be acting as an Agent of Record to a Subgroup, but for sake of identification will be referred to uniformly herein as “LIGHT Consultant.”
 - C. “Insurance Producer” means a broker, agent or agency licensed in the state of Nebraska to sell, solicit or negotiate insurance. Insurance Producers include and are limited to those entities or individuals appointed by BCBSNE. LIGHT reserves the right to refuse to work with certain Insurance Producers.
 - D. “LIGHT” means the League Insurance Government Health Team.
 - E. “Subgroup” means an entity covered under the BCBSNE – LIGHT Coverage pursuant to an accepted Participation Agreement and Subgroup Application (the “Subgroup Application”).
2. Coverage. The rates and terms of BCBSNE – LIGHT Coverage are as set forth in the Contract. In the event of any conflict between the Contract and this Administration Agreement, the Contract will control. The parties will work diligently to complete all documents and perform all actions necessary to allow BCBSNE to issue the Contract as soon as reasonably possible, anticipated to be no later than July 1, 2024.

3. Membership and Eligibility Determinations. Working with LONM, LIGHT will confirm LONM membership and, thus, initial eligibility for the BCBSNE – LIGHT Coverage. Otherwise, all eligibility determinations are made by BCBSNE. The procedure for determining membership and eligibility for BCBSNE – LIGHT Coverage for an applicant subgroup is as follows:
 - A. BCBSNE will accept requests for coverage from Insurance Producers and the LIGHT Consultant authorized by LIGHT on behalf of applicant subgroups located in the state of Nebraska.
 - B. Upon receipt of the request for coverage from the Insurance Producer, BCBSNE will confirm LONM membership for eligibility of the applicant subgroup for BCBSNE – LIGHT Coverage by referencing the monthly membership file provided by LONM.
 - C. Based on the results of the membership review per Part B. above, the applicant subgroup will be categorized as set forth in TABLE 1 ~~on the next page~~[below](#).

TABLE 1

Category	BCBSNE Coverage Action
<p>Category A: Applicant subgroup is a member of LONM.</p>	<p>Issue BCBSNE – LIGHT Coverage, assuming satisfaction of all underwriting rules.</p>
<p>Category B: Applicant subgroup is not a member of LONM.</p>	<p>Applicant subgroup will have up to threethirty (330) business days to fulfill eligibility requirements.</p> <ul style="list-style-type: none"> • If eligibility requirements are met, BCBSNE will recategorize the applicant subgroup as Category A. • If eligibility requirements are not met, or in the absence of response after threethirty (330) business days, the applicant subgroup will be recategorized by BCBSNE as Category C.
<p>Category C: Applicant subgroup fails to achieve Category A status after threethirty (330) days in Category B.</p>	<p>BCBSNE will decline BCBSNE – LIGHT Coverage; and BCBSNE may issue non-LIGHT coverage.</p>

4. Membership and Underwriting Guidelines Apply. Attached hereto as Exhibit A are the Blue Cross and Blue Shield of Nebraska Membership and Underwriting Guidelines for BCBSNE – LIGHT Coverage (the “Guidelines”). The Guidelines apply to all BCBSNE - LIGHT Coverage issued or proposed to be issued. The Guidelines may be revised from time to time by BCBSNE, upon thirty (30) days’ written notice to LIGHT.
5. Renewals. BCBSNE will terminate BCBSNE – LIGHT Coverage if LIGHT notifies BCBSNE that a Subgroup is no longer a qualified member of LIGHT. Termination ~~will~~for not meeting the LIGHT member qualifications will generally occur ~~only~~ at the annual anniversary of enrollment of the Subgroup, except as set out in the LIGHT Membership Agreement. For voluntary Subgroup terminations, the Subgroup must provide the notification to BCBSNE at least 60 days in advance of the anniversary. These eligibility standards will be applied uniformly without regard to health or claim status. If coverage is terminated, BCBSNE may immediately offer non-LIGHT Coverage to the Subgroup.

6. LIGHT Licensing and Management Services Fee. LIGHT will receive a fee (“Licensing and Management Services Fee”), as applicable, for the use of LONM name and marks in connection with BCBSNE – LIGHT Coverage as well as for certain management services LONM will provide to LIGHT as set out in the Servicemarks License and Management Services Agreement among LIGHT, LONM, and BCBSNE (“License Agreement”).
7. Agent of Record.
 - A. BCBSNE will recognize the LIGHT Consultant and/or Insurance Producer, as authorized by LIGHT, as Agent of Record on the business.
 - B. BCBSNE may honor Agent of Record designations by Subgroups, if approved by the LIGHT Consultant, in favor of the Insurance Producer of their choice (including LIGHT Consultant).
8. Consultant Compensation.
 - A. BCBSNE will pay the LIGHT Consultant compensation equal to \$6 per contract per month (PCPM) for all Subgroups, subject to the terms and conditions set forth in the Single Case Commission Agreement and any relevant schedules thereto, effective July 1, 2024.
 - B. BCBSNE will pay each Insurance Producer which is the current broker of record for a Subgroup \$30 per contract per month (PCPM), subject to the terms and conditions set forth in the Single Case Commission Agreement and any relevant schedules thereto, effective July 1, 2024.
 - C. Prior to LIGHT’s annual renewal, or if LIGHT elects to change the LIGHT Consultant for this business, a new consultant compensation amount will be mutually agreed upon by BCBSNE and LIGHT.
9. Cooperation. BCBSNE will educate Insurance Producers with whom it does business on the workings and benefits of BCBSNE – LIGHT Coverage. LIGHT, BCBSNE, and LIGHT Consultant will meet quarterly, upon the request of any of them, to review performance of the block, marketing and sales objectives, renewals, and other issues of importance. BCBSNE and LIGHT agree to work diligently to set and achieve sales and persistency goals. BCBSNE shall provide monthly and quarterly claims reporting to LIGHT and LIGHT Consultant. Upon request, BCBSNE shall provide LIGHT with any and all claims information for the Plan.
10. Format of Mailings. Each party will give the other reasonable advance notice of proposed mass mailings regarding BCBSNE – LIGHT coverage. BCBSNE will send renewal and other notices in a format and style of its choosing which will generally be of the same style as for its other groups. If LIGHT Consultant desires an alternative format, then LIGHT Consultant will be responsible for production and mailing costs.
11. Term and Termination.
 - A. This Agreement shall continue in force until terminated as provided herein.
 - B. If enrollment in the BCBSNE – LIGHT Coverage falls below 250 enrolled contracts within 180 days prior to LIGHT’s renewal date, LIGHT and BCBSNE will mutually agree on either a plan to increase LIGHT’s enrollment to the 250 minimum enrollment level or to terminate this Agreement. A mutually agreed upon plan will be executed at

least 150 days prior to LIGHT's renewal date or the Agreement will be terminated.

C. This Agreement may be terminated as follows:

- i. For Cause: Immediately upon notice to the other party, without prejudice to any other remedies, if: (i) the other party breaches any of its obligations hereunder and fails to remedy such breach to the notifying party's satisfaction within thirty (30) days after it demands such cure or (ii) the other party becomes insolvent or bankrupt, assigns all or a substantial part of its business or assets for the benefit of creditors, permits the appointment of a receiver for its business or assets, becomes subject to any legal proceeding relating to insolvency, reorganization or the protection of creditors' rights or otherwise ceases to conduct business in the normal course.
- ii. Without Cause: With ninety (90) days written notice to the other party. BCBSNE may provide non-BCBSNE – LIGHT Coverage to currently covered members immediately after termination.

12. Confidentiality.

- A. LIGHT and BCBSNE acknowledge that each party may have access to certain of the other party's confidential and proprietary information and trade secrets ("Information") in connection with this Agreement. Each party will take all reasonable precautions necessary to safeguard the confidentiality of the other party's Information, including those required under this section, those taken by such party to protect its own confidential information and those which the other party may reasonably request from time to time.
- B. Each party will use the other party's Information solely to fulfill the purposes of this Agreement. Neither party will disclose, in whole or in part, the other party's Information to any person, except to the disclosing party's employees or agents who require access to fulfill the purposes of this Agreement or as required by law.
- C. Each party acknowledges that any unauthorized use or disclosure of the Information may cause irreparable damage to the other party. If an unauthorized use or disclosure occurs, such party will take, at its expense, all steps which are necessary to recover the other party's Information and to prevent its subsequent unauthorized use or dissemination, including availing itself of actions for seizure and injunctive relief. If such party fails to take these steps in a timely and adequate manner, the other party may take them at such party's expense.
- D. Neither party will have any confidentiality obligation with respect to any portion of the other party's Information that (i) it independently knew or develops, (ii) it lawfully obtains from a third party under no obligation of confidentiality or (iii) becomes available to the public other than as a result of its act or omission.
- E. LIGHT and BCBSNE agree to the terms of the HIPAA Business Associate Agreement, Exhibit B.

13. General Provisions.

- A. This Agreement, including any Exhibits, constitutes the entire agreement between the

parties regarding the subject matter hereof, and supersedes all previous agreements except the Master Group Contract, the Single Case Commission Agreement between LIGHT Consultant, other Agents of Record, BCBSNE, and the License Agreement.

- B. This Agreement, and all its terms and conditions, shall be severable. To the extent any term or condition of this Agreement shall be deemed to be in conflict with applicable law or regulation, the law or regulation will control, and, provided that the unenforceability of such term or condition does not deprive either of the parties of the benefit of their bargain, the remainder of this Agreement shall remain enforceable to the extent permitted by law.
- C. This Agreement may be amended only upon the written mutual agreement of LIGHT and BCBSNE.
- D. This Agreement shall be governed and construed in accordance with the laws of the state of Nebraska.
- E. LIGHT acknowledges that LIGHT Consultant is an Insurance Producer appointed by BCBSNE to act on other accounts.
- F. Each employer Subgroup retains responsibility for compliance with state and federal laws pertaining to employee health benefit plans.
- G. LIGHT and BCBSNE are at all times independent parties. None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any other relationship between the parties, including those of joint venture, partnership or association. Neither LIGHT nor BCBSNE may act on behalf of the other except as provided in this Agreement, and neither may bind or execute a release on behalf of the other except as authorized in writing by such other party.
- H. This Agreement constitutes a contract solely between LIGHT and BCBSNE, and no other party is a third party beneficiary or has any rights to enforce any of its provisions. Additionally, LIGHT hereby expressly acknowledges its understanding that BCBSNE is an independent corporation operating under a license with the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans, (the "Association") permitting BCBSNE to use the Blue Cross and Blue Shield service marks in Nebraska, and that BCBSNE is not contracting as the agent of the Association-

Blue Cross and Blue Shield of Nebraska, by

Signature: _____

Print Name: Ron Rowe

Title:

**League Insurance Governmental Health
Team, by**

Signature: _____

Print Name: R. Paul Lambert

Chief Revenue Officer

Title: Chair, League
Insurance
Government
Health Team

EXHIBIT A
BLUE CROSS AND BLUE SHIELD OF NEBRASKA MEMBERSHIP
AND UNDERWRITING GUIDELINES

For Coverage Issued to the League Insurance Government Health Team (“LIGHT”)

For Members of the League of Nebraska Municipalities (“LONM”)

I. ELIGIBILITY AND PARTICIPATION REQUIREMENTS FOR ACTIVELY EMPLOYED SUBGROUPS

A. Basic Eligibility Requirements for BCBSNE – LIGHT Coverage:

1. Each subgroup applicant employer must meet the requirements set forth in the League Insurance Government Health Team (“LIGHT”) Interlocal Agreement and enter into the LIGHT Interlocal Agreement.
2. Each subgroup applicant employer must enter into the LIGHT Membership Agreement and complete a participation and subgroup application by BCBSNE.
3. Each subgroup applicant employer must meet the following requirements:
 - a. Is a city or village in the State of Nebraska;
 - b. Constitutes an employer as defined under ERISA § 3(5);
 - c. Employs in the State of Nebraska at least one common law employee; and
 - d. Is a dues-paying member in good standing with the League of Nebraska Municipalities (“LONM”).
4. Eligibility Parameters:
 - a. General Requirement. All eligible employees of the subgroup applicant employer whose employment taxes are reported and paid pursuant to the same Employer Identification Number (EIN) are eligible to participate in the Plan.
 - b. Municipal Controlled Entities. If a Municipal Controlled Entity (as defined in Section b(iii) below) has a separate EIN from its municipality, all employees of the Municipal Controlled Entity are eligible to participate in the Plan so long as the municipality which meets the subgroup applicant employer requirements participates in the Plan.
 - i. The subgroup applicant employer may elect whether Municipal Controlled Entity employees are eligible to participate in the Plan. Only eligible employees of the Municipal Controlled Entity may participate in the Plan, not Board members of the Municipal Controlled Entity.
 - ii. If the subgroup applicant employer elects to allow Municipal Controlled Entity employees to participate in the Plan, the Municipal Controlled Entity employees will be considered along with the municipality’s employees for purposes of the insurer rate/premium quote and minimum participation requirements. The Municipal Controlled Entity will not execute a separate insurer participation agreement and subgroup application.
 - iii. A Municipal Controlled Entity is an entity created by municipal ordinance, in which the municipality’s mayor/chairperson, with the approval of the municipality’s governing body, is authorized to appoint the majority of the persons serving on the board, agency or authority of the entity.
 - A. Currently, a Municipal Controlled Entity includes the following entities:
Airport Authority, Airport Board, Board of Public Utilities, Board of

Public Works, Community Development Agency, Community Redevelopment Authority, Housing Authority, Library Board, or such other entities that are approved by the LIGHT Board of Directors, subject to the requirements set out above in Section b(iii).

- c. Union Employees and Negotiated Agreements. Member employees who are subject to a union negotiated agreement are subject to the terms of the applicable negotiated agreement.
 - i. If both union and non-union employees participate in the Plan, all employees (both union and non-union employees) are considered for purposes of any Plan minimum participation requirements. If the terms of the union negotiated agreement require a separate health insurance arrangement from the Plan, then only non-union employees are considered for purposes of any Plan minimum participation requirements.
 - ii. If the terms of the union negotiated agreement alter the allocation of the employer contribution versus the employee contribution towards premiums such that the allocation differs from the allocation of premiums applicable to non-union employees, the subgroup applicant employer must specify this in its insurer participation agreement and subgroup application. Any Plan employer contribution requirements related to union employees shall be deemed met so long as the allocation of employer contribution versus the employee contribution reflects the terms of the applicable negotiated agreement.
5. Only subgroup applicant employers which are dues-paying members in LONM (individually, a “Subgroup”; together “Subgroups”), as determined by LONM, shall be eligible for the BCBSNE – LIGHT Coverage. Determination of LONM membership status shall be confirmed by LIGHT or LONM pursuant to this Group Health Insurance Administration Agreement (“the Agreement”) between LIGHT and BCBSNE.
6. Employees of a Subgroup are eligible to obtain Plan coverage, conditioned upon any eligibility requirements set out in these Membership and Underwriting Guidelines and/or the Subgroup Application.
7. Eligible employees’ dependents may only participate in the Plan if the employee has elected coverage for himself/herself. There is no dependent-only coverage. The employee must be and remain enrolled in order to maintain coverage for a dependent.
8. Eligible dependents of an eligible employee include:
 - a. Spouse;
 - b. Children of the eligible employee, or the employee’s spouse, including, (1) natural-born or legally adopted child who has not reached the limiting age of 26; (2) child for whom the employee or beneficiary (or the spouse) has legal guardianship and who has not reached the limiting age of 26; or (3) child with a mental or physical disability who has attained the limiting age of 26 may continue coverage beyond age 26 if proof of disability is provided within 31 days of attaining age 26 and the child remains:
 - incapable of self-sustaining employment, by reason of mental or physical handicap,
 - unmarried, and
 - dependent upon the employee for support and maintenance.

Coverage of children of the eligible employee (or of the spouse) ends when the child attains age 26 unless specifically provided above in subsection (b).

9. Each Subgroup employer must contribute a minimum of 50% of the employee cost of the Plan for all eligible employees enrolled in the Subgroup.
10. Each Subgroup must meet minimum participation requirements of 75% of all eligible employees, less valid waivers, but with no less than 25% of total eligible employees; or 50% of total eligible employees.
11. Deductible, coinsurance, and maximum out-of-pocket credits are allowed for any Subgroup with a renewal date other than July 1.
12. If a Subgroup discontinues Plan coverage for a Plan year, it will not be allowed to re-enroll until 24 months elapse from the date of cancellation.
13. A Subgroup must provide notification to LIGHT and BCBSNE at least 60 days in advance of the annual anniversary for enrollment if the Subgroup intends to terminate coverage under the Plan for a subsequent Plan year.
14. Employees who are actively at work with Subgroups are eligible to obtain BCBSNE – LIGHT Coverage, subject to the eligibility requirements set forth in the Subgroup Application of the Subgroup for which they are employed. “Actively at work” requirements shall be applied in a manner consistent with HIPAA requirements for nondiscrimination in the case of employees who are absent due to illness.

If an employee is not actively at work or fails to meet the minimum weekly working hours requirement for four (4) consecutive weeks, as specified on the Subgroup Application, the employee’s coverage will be terminated. The “actively at work” requirement shall be met under the following three circumstances: (1) the employee is actively performing the customary duties, responsibilities, and obligations of the role which the employee is employed to perform; (2) the employee is on leave under the Family and Medical Leave Act (FMLA), whether paid or unpaid; and/or (3) the employee is on an approved paid leave. The minimum weekly working hours requirement is waived for all periods in which the employee is on FMLA leave, but shall apply in all other circumstances, including periods of approved paid leave. Where an employee is on approved paid leave, to meet the minimum weekly working hours requirement, the employee must have available and use paid leave equal to or in excess of such requirement.

Annually upon receipt of each Subgroup Application, BCBSNE will review each Subgroup Application, evaluate the listed employees who are not “actively at work,” and evaluate, through consultation with the applicable Subgroup, whether coverage is effective as to that employee based on the requirements set out in the Subgroup Application and the Guidelines.

Subsequently, BCBSNE will verify, with the applicable Subgroup and within ten (10) business days of obtaining knowledge of facts that indicate an employee is not “actively at work” or has failed to meet the minimum weekly working hours requirement for four (4) consecutive weeks, the eligibility of an employee for BCBSNE-LIGHT Coverage. At the same time that this verification process commences, BCBSNE shall notify LIGHT of the eligibility issue.

15. Seasonal employees are eligible to obtain the BCBSNE – LIGHT Coverage through the Subgroup for which they are actively employed and only during the period they are actively employed and if their scheduled work hours during that period of time will exceed an average of the same number of hours per week over an entire year as required for the Subgroup.

16. Annually, each employer Subgroup will be required to complete a Subgroup Application furnished by BCBSNE verifying they meet Plan requirements.
17. In order to substantiate compliance with participation requirements, employer Subgroups must secure waivers from employees who decline enrollment due to other existing coverage. A copy of each disclaimer shall be kept in the employer Subgroup's health benefits file, and the original is to be sent to BCBSNE.
18. Coverage changes for a Subgroup may only be made at the annual renewal for LIGHT prior to the commencement of each Plan year.
19. If a Subgroup's enrollment changes by more than +/- 10% during a Plan year, based on the Subgroup's enrollment as of the renewal effective date, BCBSNE reserves the right to re-rate the Subgroup for ~~the remainder of~~ that same Plan ~~Year~~year, but only with receipt of the written agreement of LIGHT or LONM, the LIGHT Administrator. If BCBSNE decides to exercise that right to re-rate under this section, it will promptly notify LIGHT of BCBSNE's intention to re-rate and obtain written agreement prior to taking any such action.
20. If a Subgroup's enrollment changes by more than +/- 10% between BCBSNE's initial quote to the Subgroup and such quote's effective date, BCBSNE reserves the right to re-rate the Subgroup for that same Plan ~~Year~~year, but only with receipt of the written agreement of LIGHT or LONM, the LIGHT Administrator. If BCBSNE decides to exercise that right to re-rate under this section, it will promptly notify LIGHT of BCBSNE's intention to re-rate and obtain written agreement prior to taking any such action.
21. BCBSNE will perform an evaluation of each Subgroup at the annual renewal to determine if the current rating band for that Subgroup is appropriate. If it is determined that a Subgroup's medical risk has changed, BCBSNE has the option to move that Subgroup up or down one or two rate bands, depending upon whether the risk has worsened or improved.
22. LIGHT is a single, large group health plan as evidenced by the Declaration of Single- Group Health Plan Status executed by LIGHT and accepted by BCBSNE. Accordingly, the BCBSNE – LIGHT Coverage is treated as one, large group employer plan for the purposes of federal Medical Loss Ratio (MLR) and Medicare Secondary Payor requirements.
23. Any deviation from the Underwriting Guidelines must be mutually agreed to by the LIGHT and BCBSNE.

B. Late Enrollees:

1. An eligible employee or dependent is a Late Enrollee if they do not enroll:
 - a. Within 31 days of his or her initial eligibility, or
 - b. During a Special Enrollment Period.
2. Late Enrollees may enroll for coverage only during June, the annual open enrollment month, for a July 1 effective date. There is no surcharge for these Late Enrollees.

C. Special Enrollment Period:

An eligible employee and his or her eligible dependents who have not previously enrolled for coverage may be able to enroll during a Special Enrollment Period, pursuant to the Health Insurance

Portability and Accountability Act. This Special Enrollment Period is available only in the case of:

1. An eligible employee who declined BCBSNE – LIGHT Coverage for the employee or dependents at the time enrollment was previously offered because he or she was covered under

other Creditable Coverage and subsequently lost that coverage because of any of the following:

- a. The other coverage was COBRA continuation coverage which now has been exhausted.
- b. The other coverage was not COBRA continuation coverage, and the coverage has been terminated as a result of a loss of eligibility, including loss because of death of a spouse, divorce or legal separation, termination of employment or reduction in hours of employment, an involuntary termination of the coverage. (A voluntary termination of coverage, a failure to pay premiums or reasons determined to be “for cause,” do not qualify as a loss of eligibility under this provision.).

A loss of eligibility shall include that which is due to moving out of the service area of an HMO or other arrangement that only provides benefits to individuals who reside, live or work in the service area; or a loss due to the exhaustion of a lifetime limit on all benefits.

- c. The employer ceased to make contribution for the other non-COBRA Creditable Coverage.

Persons requesting enrollment during a Special Enrollment Period must do so within 31 days of a loss of coverage described above. The employee must enroll (if not already covered) in order to enroll his or her eligible dependents.

2. A person who becomes an eligible dependent of the employee, through birth, adoption or marriage.

An employee who is eligible but has not previously enrolled may also enroll with or without the new dependent(s) at this time. Likewise an eligible spouse who has not previously enrolled may enroll with or without the new eligible dependent child as a result of birth, adoption or placement for adoption of that child. The effective date shall be the date of the qualifying event.

Persons requesting enrollment during a Special Enrollment Period must do so within 31 days of a marriage, birth or adoption. The employee must enroll (if not already covered) in order to enroll his or her eligible dependents during a Special Enrollment Period.

3. A Special Enrollment Period of 60 days is available to an employee or his or her eligible dependent who is eligible but not enrolled, if either of the following occur:
 - a. The employee or dependent is covered under Medicaid or a State Child Health Insurance Program, and such coverage is terminated as result of loss of eligibility.
 - b. The employee or dependent becomes eligible for premium assistance under Medicaid or a State Child Health Insurance Program with respect to coverage under the group health plan.

Enrollment must be requested within 60 days after termination of the coverage, or the determination of eligibility for assistance.

D. Court-Ordered Medical Child Support:

BCBSNE will assist a Subgroup with determinations and correspondence related to Qualified Medical Child Support Orders for its employees covered under the Plan, pursuant to federal or state law requirements regarding court-ordered child health care coverage. Since there is no dependent-only coverage, a parent requesting coverage for an eligible dependent child pursuant to a court or administrative order must also enroll if not already covered under the Plan. Late Enrollment restrictions will not apply to the parent or child if Application is made within 31 days of the effective date of the court order.

When honoring a medical child support order in connection with a request for a single-to-family change, the assigned effective date will be the first of the month following receipt of the request.

E. Effective and Renewal Dates:

1. **New Employees:** Coverage will be effective on the first day a new employee becomes eligible for the BCBSNE – LIGHT Coverage, as specified on the Subgroup Application.
2. **Special Enrollees:** Coverage will be effective for newborns on the date of birth; adopted children the date of placement for adoption; newly married and all other Special Enrollees on the first day of the month following receipt of the enrollment form, provided timely enrollment is requested in all cases.
3. **Subgroups Renewal Date:** All Subgroups will have a common renewal date of July 1 regardless of the Subgroup’s anniversary date.

II. HEALTH COVERAGE BENEFIT OPTIONS

Subgroups must designate their chosen options on the Subgroup Application. Split coverage or dual option coverage within a Subgroup will be allowed if the Subgroup has two or more enrolled employees and if the deductible difference between the two options is \$500 or more, or if any one of the PPO Standard Options is chosen in conjunction with any one of the PPO HSA eligible options. The Underwriting Medical Review will not be affected by choice of Dual Option.

III. DENTAL COVERAGE

A. The BCBSNE - LIGHT Coverage allows BCBSNE dental coverage for Subgroups with five or more employees enrolled in the BCBSNE - LIGHT Health Coverage.

B. Contribution and Participation. A Subgroup must provide a minimum contribution toward the cost of dental coverage as follows:

1. 50% of the Employee Only or Employee & Family/Spouse/Child(ren) rates; or
2. 100% of the Employee Only rate and the Employee Only rate toward the Employee & Family/Spouse/Child(ren) rates; or
3. 50% of the combined health and dental coverage Employee Only rates, if the dental coverage is mandatory when the employee is enrolled under health coverage.

There must be 75% net participation and 50% gross participation by all eligible employees and dependents in each insured member Subgroup which has elected dental coverage.

- C. Waiting periods will not be enforced for Subgroups adding dental coverage.
- D. Subgroups will be required to maintain dental coverage for 12 months.
- E. Subgroups that cancel their dental coverage at the end of the 12-month contract term will not be able to add dental coverage to their plan for a period of 24 months.
- F. Subgroups that cancel their dental coverage in violation of paragraph D above will not be permitted to add dental coverage for a period of 5 years.
- G. Dental coverage is not available for persons enrolled in a Medicare Supplemental plan.

IV. ~~III.~~ CONTINUATION OF COVERAGE

BCBSNE provides continuation coverage for former employees or dependents as necessary to meet requirements imposed upon employer Subgroups under COBRA or state continuation coverage, as applicable. BCBSNE, however, does not provide administrative services, such as mailing of notices or billing of former employees or dependents. Such requirements remain the responsibility of the employer Subgroup. The COBRA requirements are summarized below for informational purposes only.

- A.** Public Law 99-272, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and subsequent amendments provide that upon termination of coverage because of certain qualifying events, employer Subgroups **with 20 or more employees** must allow employees and their dependents to continue their present group health plan for 18, 29 or 36 months, depending upon the event. Persons who are eligible for continuation coverage are “qualified beneficiaries.” A qualified beneficiary also includes a child born to or placed for adoption with the covered person during the period of COBRA coverage. Such children have all of the statutory protections and rights of other qualified beneficiaries. **COBRA coverage is subject to fulfillment of conditions and requirements which are the responsibility of the employer Subgroup and employee.** The

employer Subgroup is responsible to provide all notices required by COBRA and/or Department of Labor regulations.

V. ~~IV.~~ GUIDELINES FOR ENROLLING NEW SUBGROUPS IN THE BCBSNE – LIGHT COVERAGE

Eligible Subgroups not currently enrolled in the BCBSNE – LIGHT Coverage may apply for coverage subject to the Membership requirements, as set forth in this Agreement, by submitting the required information noted below.

A. Subgroups with 100 or more enrolled employees:

BCBSNE will require all available experience and rates from the prior group health insurance plan in force for such Subgroups. BCBSNE will use the current experience rating formula to develop a premium for the prospective group enrollment.

B. Subgroups with less than 100 enrolled employees:

For subgroups with 1-9 full-time employees enrolling: The Subgroup will be required to complete individual underwriting questionnaires. The Subgroup will be offered rates in one of the rating bands based on its risk score.

For subgroups with 10-99 full-time employees enrolling: BCBSNE will require all available experience and rates from the prior group health insurance plan in force for such Subgroups. BCBSNE will use the current experience rating formula to develop a premium for the prospective group enrollment. If experience is unavailable, the Subgroup may either complete individual underwriting questionnaires or submit a census in a BCBSNE approved format. The Subgroup will be offered rates in one of the rating bands based on its risk score.

C. Standard group underwriting practices applicable: BCBSNE standard group underwriting practices that are not in conflict with those stated in these guidelines will be used to determine whether an approved Subgroup shall be eligible for enrollment.

EXHIBIT B

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “Agreement”) is entered into between Blue Cross and Blue Shield of Nebraska (“BCBSNE”) and League Insurance Government Health Team (“LIGHT”) and is made a part of the Group Health Administration Agreement (“Master Agreement”) to the extent BCBSNE is considered a business associate of LIGHT and to the extent LIGHT performs a function or activity on behalf of BCBSNE involving the use or disclosure of Individually Identifiable Health Information.

WHEREAS, the parties hereto have an ongoing business relationship under which LIGHT provides certain products or services to BCBSNE and in the course of that business relationship LIGHT may come into contact with Protected Health Information created or received by BCBSNE, and BCBSNE may come into contact with Protected Health Information created or received by LIGHT; and

WHEREAS, LIGHT is the administrator of the Master Agreement between BCBSNE and LIGHT concerning certain health insurance products and services to be provided to members of LIGHT and their employees, and as such, may be obligated to provide the same safeguards to Protected Health Information as BCBSNE; and

WHEREAS, the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the “HITECH Act”), that are applicable to business associates, along with any guidance and/or regulations issued by DHHS, require Covered Entities to have in place written agreements with third parties who come into contact with certain Protected Health Information; and

WHEREAS, the parties have determined that it is in their respective interest to comply with said requirements of HIPAA and the HITECH Act now enter into this Agreement on the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual exchange of promises set forth herein, BCBSNE and LIGHT agree as follows:

1. The purpose of this Agreement is to set forth the terms and conditions deemed necessary by the parties to ensure compliance with the requirements applicable to their handling of Protected Health Information (“PHI”) under the Security Regulations (45 CFR Part 160 and 164, Part C, hereinafter Security Standards and Implementation Specifications (45 CFR part 160 and 164, subpart C and subpart D, hereinafter the Security Rule and HIPAA Breach Notification Rule); and the Standards for Privacy of Individually Identifiable Health Information (45 CFR part 160 and 164 subparts A and E, hereinafter the “Privacy Rule”) promulgated under HIPAA and the requirements promulgated under the HITECH Act. Capitalized terms set forth in this Section shall have that meaning set forth in HIPAA, the Privacy Rule, the Security Rule and the HITECH Act as applicable. In the event of any inconsistency between this Agreement and the Privacy or Security Rules (“Rules”) or the HITECH Act, the requirements set forth in the Rules shall control.
2. The parties agree to not use or disclose PHI other than as permitted or required by this Agreement, by the Master Agreement, or as Required by Law.
3. The parties agree to use appropriate safeguards to prevent the use or disclosure of the PHI other than as provided for by this Agreement or the Master Agreement. The parties further agree to implement administrative, physical and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains, or transmits as required by the Security Rule.

4. The parties agree to mitigate, to the extent practicable, any harmful effect that is known to either of them regarding a use or disclosure of PHI by such party in violation of the requirements of this Agreement or of the Master Agreement.

5. The parties agree to report to each other within 72 hours of discovery any use or disclosure of PHI not provided for by this Agreement or by the Master Agreement, and each party will report to the other party within 72 hours of discovery any Security Incident of which the party giving notice becomes aware and any “Breach” of “Unsecured Protected Health Information” as these terms are defined by the Breach Notification Rule and any implementing regulations.

6. If either party conducts any Electronic Transactions for or on behalf of the other party for which the Department of Health and Human Services has established standards, the party will comply, and will require any subcontractor or agent involved with the conduct of such Transactions to comply, with each applicable requirement of 45 CFR Part 162 and as required by the HITECH Act. The parties will not enter into, or permit their respective subcontractors or agents to enter into, any agreement in connection with the conduct of Electronic Transactions for or on behalf of the other party that do not comply with the requirements of 45 CFR Part 162 or any requirements of the HITECH Act.

7. The parties agree to ensure that any of their respective agents, including a subcontractor of a party, to whom the party provides PHI agrees to the same restrictions and conditions that apply through this Agreement to the party with respect to such information. Moreover, each party shall ensure that any such agent or subcontractor agrees to implement reasonable and appropriate safeguards to protect such PHI.

8. The parties acknowledge and agree that LIGHT will not maintain BCBSNE’s PHI in a designated record set, and they further acknowledge and agree that BCBSNE will not maintain LIGHT’s PHI, if any, in a designated record set. If, however, either party maintains any PHI in a designated record set for the other party, the parties agree to disclose such information in a Limited Data Set, if practicable. In addition, LIGHT and BCBSNE agree to implement and follow appropriate minimum necessary policies in the performance of its obligations of maintaining and accessing each other’s PHI. The parties further agree:

- a. to provide access, at the request of the other party and in the time and manner designated by that party, to PHI in a Designated Record Set, to the party or, as directed by that party, to an Individual in order to meet the requirements under 45 CFR 164.524, and
- b. make any amendment(s) to PHI in a Designated Record Set that the other party directs or agrees to pursuant to 45 CFR 164.526, at the request of LIGHT or an Individual, and in time and manner designated by the other party.

9. The parties agree to document such disclosures of PHI and information related to such disclosures as would be required for the other party to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. The parties agree to provide each other with the documentation described in this paragraph within 15 days of any such disclosure upon request by the other party. Such documentation shall be sufficient to allow the other party to respond to an individual request for accounting of disclosures of PHI under 45 CFR 164.528 or any requirements of the HITECH Act.

10. The parties agree to make their respective internal practices, books, and records, including policies and procedures relating to the use and disclosure of PHI received from, or created or received by that party on behalf of the other party, available to the other party or to the Secretary for purposes of the Secretary determining the other party’s compliance with the Privacy Rule.

11. Except as otherwise limited in this Agreement, the parties may use or disclose PHI to perform functions, activities, or services for or on behalf of each other for the purposes stated in the separate agreement or agreements defining the Business relationship (the “Master Agreement”) and obligations of

the parties, provided that such use or disclosure would not violate the Privacy Rule if done by the other party.

12. Except as otherwise limited in this Agreement, the parties may use PHI of the other party for their proper management and administration or to carry out their legal responsibilities.

13. Except as otherwise limited in this Agreement, the parties may disclose the PHI of the other party for their proper management and administration, provided that disclosures are Required by Law, or the party obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the disclosing party of any instances of which it is aware in which the confidentiality of the information has been breached.

14. Except as otherwise limited in this Agreement, the parties may use PHI to provide Data Aggregation services to the other party as permitted by 45 CFR 164.504(e)(2)(i)(B).

15. Except as otherwise provided herein, the parties may make any use or disclosure of PHI permitted under 45 CFR 164.502(j)(1) or 45 CFR 164.512. To the extent possible and except as permitted under 45 CFR 164.502(j)(1), where PHI is sought in reliance upon 45 CFR 164.512(e), the parties agree to notify each other in sufficient time for the other party to lodge an appropriate objection. In that event, the disclosing party agrees to provide copies of the PHI to be disclosed to the other party for such notification. Except as permitted by 45 CFR 164.502(j)(1), neither party shall disclose any PHI of the other party as permitted under 45 CFR 164.512(e) without first notifying such party as provided in this section.

16. Termination for Cause. Upon either party's knowledge of a material breach by the other party, the non-breaching party shall:

- a. Provide an opportunity for the breaching party to cure the breach or end the violation and terminate the Agreement if the breaching party does not cure the breach or end the violation within the time specified by non-breaching party;
- b. Immediately terminate the Agreement if the breaching party has breached a material term of this Agreement and cure is not possible; or
- c. If neither termination nor cure is feasible, the non-breaching party shall report the violation to the Secretary.

17. Each party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by said party, its employees, agents, or subcontractors, in the performance or omission of any act or responsibility of said party under this Agreement. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. Both parties shall, however, retain the right to take any and all actions they believe necessary to protect their own interests.

18. Effect of Termination.

- a. Except as provided in paragraph b. of this subsection, upon termination of this Agreement, for any reason, each party shall return or destroy all PHI received from the other party or created or received by a party on behalf of the other party. This provision shall apply to PHI that is in the possession of subcontractors or agents of a party. Except as otherwise provided, herein, the parties shall retain no copies of the PHI.

- b. In the event that a party determines that returning or destroying the PHI is infeasible, that party shall provide to the other party notification of the conditions that make return or destruction infeasible. In that event, the party shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the party maintains such PHI. The parties agree that information received by BCBSNE from subgroups and from enrollees was not received by or on behalf of LIGHT, and shall be retained by BCBSNE pursuant to this paragraph.
- c. The respective rights and obligations of the parties under this subsection shall survive the termination of this Agreement.

19. **Regulatory References.** A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.

20. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the parties to comply with the requirements of the Security Rule, the Privacy Rule, the Breach Notification Rule, and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

21. **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit the parties to comply with the Security Rule, the Privacy Rule, and the Breach Notification Rule.

22. Nothing expressed or implied in this Agreement is intended to confer upon any person or entity other than the parties hereto and their respective successors or assigns any rights, remedies, obligations, or liabilities whatsoever.

23. This Agreement constitutes the entire agreement between the parties with regard to the subject matter hereof.

End of Document.

[4874-7084-8662, v. 2](#)

SERVICEMARKS LICENSE AND MANAGEMENT SERVICES AGREEMENT

THIS SERVICEMARKS LICENSE AND MANAGEMENT SERVICES AGREEMENT (the “Agreement”) is made and entered into between the League of Nebraska Municipalities (the “League”), the League Insurance Government Health Team (“LIGHT”), and Blue Cross Blue Shield of Nebraska (“BCBSNE”). For purposes of this agreement, LIGHT and BCBSNE each are referred to as a “Licensee” and collectively are referred to as the “Licensees.”

WHEREAS, the League owns the rights to the name “League of Nebraska Municipalities” (the “League Name”); a logo consisting of the letters “LNM” or “LONM” with a byline including the words League of Nebraska Municipalities overlaid on an image of the State of Nebraska (the “Logo”), as set forth on Exhibit A attached hereto, and its member list; and

WHEREAS, LIGHT and BCBSNE desire to license the right to use the League Name and the Logo in connection with the marketing of certain welfare benefits plans, including a health insurance plan, to members of the League (“Insurance Plans”); and

WHEREAS, the League has agreed to license the right to use the League Name and Logo and all future versions of the League Name and Logo to LIGHT and BCBSNE for as long as the League’s Executive Board supports the Insurance Plans offered by LIGHT and BCBSNE; and

WHEREAS, the League is willing to provide management services necessary for the day-to-day operations of LIGHT, certain management services, and necessary support services for LIGHT’s Board of Directors; and

WHEREAS, LIGHT desires to engage the League to provide the services of its employees to perform certain management services for LIGHT.

NOW, THEREFORE, the mutual covenants herein contained, and good and valuable other consideration as set forth herein, the receipt, adequacy and sufficiency of which are acknowledged, the parties agree as follows:

1. GRANT OF SERVICEMARKS LICENSE.

a. For purposes of this Agreement, the term “Licensed Servicemarks” means the League Name and Logo and any and all future versions of the League Name and Logo which are developed and used by the League.

b. The League hereby grants to Licensees, subject to the payment of the fees set forth on Exhibit B, and compliance with all other terms and conditions of this Agreement, an exclusive, non-transferable license and right to use the Licensed Servicemarks solely on brochures, documents, and other materials produced and distributed by them, including distribution on the internet, promoting the Insurance Plans for the term of this Agreement.

2. QUALITY CONTROL.

a. Licensees shall only use the Licensed Servicemarks in connection with the Insurance Programs and only with the League’s prior written approval. The parties agree to cooperate in the Licensees’ delivery of such Insurance Programs and shall share information and approaches where and when appropriate.

b. Upon reasonable notice to a Licensee, the League or its authorized representative shall have the right, during regular business hours and at Licensees' facilities, to review Licensees' uses of the Licensed Servicemarks to insure the League's satisfaction and other aspects of compliance that the use is within the scope of the League's quality standards.

c. If at any time the League determines that any use of the Licensed Servicemarks fails to fully conform to the League's standards the League shall so notify the Licensees in writing of such non-conformance and unless the parties can amicably resolve the issues of noncompliance within 90 days, the League may in its absolute discretion terminate this Agreement as set forth in Section 6 below.

3. PROTECTION OF LICENSED SERVICEMARKS.

a. Licensees agree not to challenge, oppose, or petition to cancel or otherwise challenge the validity of the Licensed Servicemarks or dispute the League's ownership thereof. Licensees also agree, subject to the terms and conditions of this Agreement, that any and all rights that may subsequently accrue from Licensees' use of the Licensed Servicemarks shall inure to the sole benefit of the League.

b. Except as provided in this Agreement, Licensees shall not use the Licensed Servicemarks as all or part of any corporate name, trade name, trademark, service mark, certification mark, collective membership mark or any other designation confusingly similar to the Licensed Servicemarks, except with the League's prior written consent. If any application for registration is or has been filed by or on behalf of Licensees anywhere which, in the reasonable opinion of the League is confusingly similar, deceptive or misleading with respect to, or dilutes or in any way damages the Licensed Servicemarks, Licensees shall at the League's request abandon all use of such mark and any registration or application for registration thereof and shall reimburse the League for all costs and expenses of any successful opposition or related legal proceeding, including attorneys' fees, instigated by the League or its authorized representative.

4. AGREEMENT PERSONAL. The benefit of this Agreement shall be personal to Licensees, who shall not, without the prior written consent of the League assign the same, nor transfer any of its rights or obligations hereunder, nor grant or purport to grant any sublicense in respect of the Licensed Servicemarks to any other person. Any such purported assignment or sublicense shall be void.

5. MANAGEMENT SERVICES.

a. Provisions of Services. The League will provide the following management services to LIGHT:

i. The League shall provide executive, management and office support services for LIGHT on an as-needed basis;

ii. The League will coordinate, host, and provide services for the LIGHT Board of Directors' meetings and the LIGHT members' meetings, including preparing meeting agendas, providing legal notice, and recording of minutes;

iii. The League will assist in the marketing and advertising for LIGHT and the LIGHT Member Health Plan, including managing the LIGHT website, and promoting the LIGHT Member Health Plan in League publications, brochures, and conferences;

iv. The League will provide opportunities for LIGHT to present and to promote the LIGHT Member Health Plan and related benefit offerings at League-sponsored conferences and meetings;

v. The League will cover initial costs of the LIGHT Board of Directors associated with the management of LIGHT, including legal fees and directors and officers insurance coverage;

vi. The League will directly negotiate service provider agreements on behalf of the LIGHT Board of Directors, except for such provisions that relate to any League compensation. All such service provider agreements are subject to the LIGHT Board of Directors' approval;

vii. The League will provide bookkeeping/accounting services for LIGHT on an as-needed basis;

viii. The League will maintain and archive all LIGHT documents and records; and

ix. The League will provide such other services, including education services and information services, as requested by the LIGHT Board of Directors or its Chair from time to time.

b. Compensation for Services. The League's compensation for its management services to be provided under this Agreement shall be set forth as identified on Exhibit B of this Agreement.

6. TERM AND TERMINATION.

a. Servicemarks License. The license granted under this Agreement shall be effective July 1, 2024, and shall continue (i) for as long as the League's Executive Board supports the Insurance Plans offered by LIGHT and BCBSNE, (ii) until the Licensees (or either of them) cease(s) to offer the Insurance Plans, or (iii) unless sooner amended or terminated in accordance with this section.

i. This Agreement may be amended at any time upon the written, mutual agreement of the parties.

ii. If either Licensee is in material breach of one or more of its obligations under this Agreement, the League may, upon its election and in addition to any other remedies that it may have, at any time terminate all the rights granted by it hereunder by not less than 30 days' written notice to the Licensees specifying any such breach.

iii. Licensees may unilaterally terminate its license under this Agreement by giving 30 days' written notice to the League and immediately ceasing all use of the Licensed Servicemarks.

iv. Immediately after the expiration or termination of the license and rights granted under this Agreement, Licensees agree to cease and discontinue completely and permanently the use of the Licensed Servicemarks, including any use on the internet and to destroy or promptly return all materials produced that contain the Licensed Servicemarks to the League.

b. Management Services. Unless sooner amended or terminated, the League shall provide the management services during the period in which it grants the license set forth in this Agreement.

i. This Agreement may be amended at any time upon the written, mutual agreement of the parties.

ii. This Agreement may be terminated by either party at any time and for any reason upon 30 days' prior written notice.

iii. Upon termination of this Agreement by either party, for any reason, the League agrees to promptly return and/or cause its employees to return to LIGHT all books, records, files and all other data, documents and information, regardless of the form, that relates to the operations of LIGHT and that are in the possession of the League or any employee of the League who has been assigned to perform management services pursuant to this Agreement.

7. NOTICES.

Any notice required or permitted to be given under this Agreement shall be written communication by way of fax, or letter registered and postage prepaid, and shall be directed by one party to the other at its respective address as follows unless otherwise provided for in this Agreement.

a. Notices to the League shall be directed to the following:

League of Nebraska Municipalities
Attn: Executive Director
206 S. 13th Street, Suite 800
Lincoln, Nebraska 68508

b. Notices to LIGHT shall be directed to the following:

League Insurance Government Health Team
c/o Michelle L. Sitorius
Cline Williams Wright Johnson & Oldfather, L.L.P.
233 S. 13th St., Suite 1900
Lincoln, NE 68508-2095

c. Notices to BCBSNE shall be directed to the following:

Blue Cross Blue Shield of Nebraska
Attn: General Counsel
P.O. Box 3248
Omaha, NE 68100-0001

Either party may change its address to which notices or requests shall be directed by written notice to the other party, but until such change of address has been received any notice or request sent to the above addresses shall be effective upon mailing and shall be considered as having been received.

8. MISCELLANEOUS.

a. Entire Agreement. The provisions of this contain the entire understanding between the parties relating to use by Licensee of the Licensed Servicemarks and management services. Such provisions supersede and cancel all prior provisions, negotiations, agreements, and commitments (whether oral or in writing) with respect to such use by Licensee. This Agreement may not be released, discharged, abandoned, changed or modified in any manner except by an instrument in writing signed by the parties.

b. Governing Law. The construction of this Agreement will be governed by the substantive laws of the State of Nebraska.

c. No Waiver and Further Assurances. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other

provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. The parties shall perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to effect the transactions contemplated by this Agreement.

d. Severability. Whenever possible, each term or provision of this Agreement shall be interpreted in only such manner as to be effective and valid under applicable law, but if any provision or portion or any provision of this Agreement should be deemed invalid under applicable law, such provision or portion of such provision shall be ineffective without invalidating the remainder of such provision or remaining provisions of this Agreement.

e. Independent Contractor. With respect to the management services, the relationship of the League and LIGHT shall be that of an independent contractor. Nothing in this agreement shall be deemed or construed to create an agency, employer-employee, partnership, joint venture, franchise or other relationship between the parties. Each party hereto shall be solely responsible for paying or providing all wages, benefits, Workers Compensation and Unemployment Compensation insurance coverage which may be required for its respective employees and for complying with all withholding, reporting, safety and health requirements which may be imposed by any State, Federal or local law in respect thereto. LIGHT shall neither have nor exercise any control or direction over the method or means by which the individuals provided by the League perform their functions, except that the League agrees to cause said individuals to perform such services at all times in accordance with this Agreement.

LEAGUE OF NEBRASKA MUNICIPALITIES

By: _____
L. Lynn Rex, Executive Director

LEAGUE INSURANCE GOVERNMENT
HEALTH TEAM

By: _____
R. Paul Lambert, Chair

BLUE CROSS BLUE SHIELD OF NEBRASKA

By: _____
Ron Rowe, Chief Revenue Officer

EXHIBIT A

LOGO



EXHIBIT B

LICENSED SERVICEMARKS AND MANAGEMENT SERVICES FEES

Licensed Servicemarks and Management Services Fees payable hereunder are as follows:

An amount equal to one percent (1%) of premiums received by BCBSNE in any month, net of refunds paid.

4857-5957-2630, v. 1

SERVICEMARKS LICENSE AND MANAGEMENT SERVICES AGREEMENT

THIS SERVICEMARKS LICENSE AND MANAGEMENT SERVICES AGREEMENT (the “Agreement”) is made and entered into between the League of Nebraska Municipalities (the “League”), the League Insurance Government Health Team (“LIGHT”), and Blue Cross Blue Shield of Nebraska (“BCBSNE”). For purposes of this agreement, LIGHT and BCBSNE each are referred to as a “Licensee” and collectively are referred to as the “Licensees.”

WHEREAS, the League owns the rights to the name “League of Nebraska Municipalities” (the “League Name”); a logo consisting of the letters “LNM” or “LONM” with a byline including the words League of Nebraska Municipalities overlaid on an image of the State of Nebraska (the “Logo”), as set forth on Exhibit A attached hereto, and its member list; and

WHEREAS, LIGHT and BCBSNE desire to license the right to use the League Name and the Logo in connection with the marketing of certain welfare benefits plans, including a health insurance plan, to members of the League (“Insurance Plans”); and

WHEREAS, the League has agreed to license the right to use the League Name and Logo and all future versions of the League Name and Logo to LIGHT and BCBSNE for as long as the League’s Executive Board supports the Insurance Plans offered by LIGHT and BCBSNE; and

WHEREAS, the League is willing to provide management services necessary for the day-to-day operations of LIGHT, certain management services, and necessary support services for LIGHT’s Board of Directors; and

WHEREAS, LIGHT desires to engage the League to provide the services of its employees to perform certain management services for LIGHT.

NOW, THEREFORE, the mutual covenants herein contained, and good and valuable other consideration as set forth herein, the receipt, adequacy and sufficiency of which are acknowledged, the parties agree as follows:

1. GRANT OF SERVICEMARKS LICENSE.

a. For purposes of this Agreement, the term “Licensed Servicemarks” means the League Name and Logo and any and all future versions of the League Name and Logo which are developed and used by the League.

b. The League hereby grants to Licensees, subject to the payment of the fees set forth on Exhibit B, and compliance with all other terms and conditions of this Agreement, an exclusive, ~~non-transferable~~non-transferable license and right to use the Licensed Servicemarks solely on brochures, documents, and other materials produced and distributed by them, including distribution on the internet, promoting the Insurance Plans for the term of this Agreement.

2. QUALITY CONTROL.

a. Licensees shall only use the Licensed Servicemarks in connection with the Insurance Programs and only with the League’s prior written approval. The parties agree to cooperate in the Licensees’ delivery of such Insurance Programs and shall share information and approaches where and when appropriate.

b. Upon reasonable notice to a Licensee, the League or its authorized representative shall have the right, during regular business hours and at Licensees' facilities, to review Licensees' uses of the Licensed Servicemarks to insure the League's satisfaction and other aspects of compliance that the use is within the scope of the League's quality standards.

c. If at any time the League determines that any use of the Licensed Servicemarks fails to fully conform to the League's standards the League shall so notify the Licensees in writing of such ~~non-conformance~~non-conformance and unless the parties can amicably resolve the issues of noncompliance within 90 days, the League may in its absolute discretion terminate this Agreement as set forth in Section 6 below.

3. PROTECTION OF LICENSED SERVICEMARKS.

a. Licensees agree not to challenge, oppose, or petition to cancel or otherwise challenge the validity of the Licensed Servicemarks or dispute the League's ownership thereof. Licensees also agree, subject to the terms and conditions of this Agreement, that any and all rights that may subsequently accrue from Licensees' use of the Licensed Servicemarks shall inure to the sole benefit of the League.

b. Except as provided in this Agreement, Licensees shall not use the Licensed Servicemarks as all or part of any corporate name, trade name, trademark, service mark, certification mark, collective membership mark or any other designation confusingly similar to the Licensed Servicemarks, except with the League's prior written consent. If any application for registration is or has been filed by or on behalf of Licensees anywhere which, in the reasonable opinion of the League is confusingly similar, deceptive or misleading with respect to, or dilutes or in any way damages the Licensed Servicemarks, Licensees shall at the League's request abandon all use of such mark and any registration or application for registration thereof and shall reimburse the League for all costs and expenses of any successful opposition or related legal proceeding, including attorneys' fees, instigated by the League or its authorized representative.

4. **AGREEMENT PERSONAL.** The benefit of this Agreement shall be personal to Licensees, who shall not, without the prior written consent of the League assign the same, nor transfer any of its rights or obligations hereunder, nor grant or purport to grant any sublicense in respect of the Licensed Servicemarks to any other person. Any such purported assignment or sublicense shall be void.

5. MANAGEMENT SERVICES.

a. Provisions of Services. The League will provide the following management services ~~a-~~to LIGHT:

i. The League shall provide executive, management and office support services for LIGHT on an as-needed basis;

ii. The League will coordinate, host, and provide services for the LIGHT Board of Directors' meetings and the LIGHT members' meetings, including preparing meeting agendas, providing legal notice, and recording of minutes;

iii. The League will assist in the marketing and advertising for LIGHT and the LIGHT Member Health Plan, including managing the LIGHT website, and promoting the LIGHT Member Health Plan in League publications, brochures, and conferences;

iv. The League will provide opportunities for LIGHT to present and to promote the LIGHT Member Health Plan and related benefit offerings at League-sponsored conferences and

meetings;

v. The League will cover initial costs of the LIGHT Board of Directors associated with the management of LIGHT, including legal fees and directors and officers insurance coverage;

vi. The League will directly negotiate service provider agreements on behalf of the LIGHT Board of Directors, except for such provisions that relate to any League compensation. All such service provider agreements are subject to the LIGHT Board of Directors' approval;

vii. The League will provide bookkeeping/accounting services for LIGHT on an ~~vii-~~as-needed basis;

viii. The League will maintain and archive all LIGHT documents and records; and

ix. The League will provide such other services, including education services and information services, as requested by the LIGHT Board of Directors or its Chair from time to time.

b. Compensation for Services. The League's compensation for its management services to be provided under this Agreement shall be set forth as identified on Exhibit B of this Agreement.

6. TERM AND TERMINATION.

a. Servicemarks License. The license granted under this Agreement shall be effective July 1, ~~2023~~2024, and shall continue (i) for as long as the League's Executive Board supports the Insurance Plans offered by LIGHT and BCBSNE, (ii) until the Licensees (or either of them) cease(s) to offer the Insurance Plans, or (iii) unless sooner amended or terminated in accordance with this section.

i. This Agreement may be amended at any time upon the written, mutual agreement of the parties.

ii. If either Licensee is in material breach of one or more of its obligations under this Agreement, the League may, upon its election and in addition to any other remedies that it may have, at any time terminate all the rights granted by it hereunder by not less than 30 days' written notice to the Licensees specifying any such breach.

iii. Licensees may unilaterally terminate its license under this Agreement by giving 30 days' written notice to the League and immediately ceasing all use of the Licensed Servicemarks.

iv. Immediately after the expiration or termination of the license and rights granted under this Agreement, Licensees agree to cease and discontinue completely and permanently the use of the Licensed Servicemarks, including any use on the internet and to destroy or promptly return all materials produced that contain the Licensed Servicemarks to the League.

b. Management Services. Unless sooner amended or terminated, the League shall provide the management services during the period in which it grants the license set forth in this Agreement.

i. This Agreement may be amended at any time upon the written, mutual agreement of the parties.

ii. This Agreement may be terminated by either party at any time and for any reason upon 30 days' prior written notice.

iii. Upon termination of this Agreement by either party, for any reason, the League agrees to promptly return and/or cause its employees to return to LIGHT all books, records, files and all other data, documents and information, regardless of the form, that relates to the operations of LIGHT and that are in the possession of the League or any employee of the League who has been assigned to perform management services pursuant to this Agreement.

7. NOTICES.

Any notice required or permitted to be given under this Agreement shall be written communication by way of fax, or letter registered and postage prepaid, and shall be directed by one party to the other at its respective address as follows unless otherwise provided for in this Agreement.

- a. Notices to the League shall be directed to the following:

League of Nebraska Municipalities
Attn: Executive Director
~~1335 L~~[206 S. 13th Street,](#)
[Suite 800](#)
Lincoln, Nebraska 68508

- b. Notices to LIGHT shall be directed to the following:

League Insurance Government Health Team
c/o Michelle L. Sitorius
Cline Williams Wright Johnson & Oldfather, L.L.P.
233 S. 13th St., Suite 1900
Lincoln, NE 68508-2095

- c. Notices to BCBSNE shall be directed to the following:

Blue Cross Blue Shield of Nebraska
Attn: General Counsel
P.O. Box 3248
Omaha, NE 68100-0001

Either party may change its address to which notices or requests shall be directed by written notice to the other party, but until such change of address has been received any notice or request sent to the above addresses shall be effective upon mailing and shall be considered as having been received.

8. MISCELLANEOUS.

a. Entire Agreement. The provisions of this contain the entire understanding between the parties relating to use by Licensee of the Licensed Servicemarks and management services. Such provisions supersede and cancel all prior provisions, negotiations, agreements, and commitments (whether oral or in writing) with respect to such use by Licensee. This Agreement may not be released, discharged, abandoned, changed or modified in any manner except by an instrument in writing signed by the parties.

b. Governing Law. The construction of this Agreement will be governed by the substantive laws of the State of Nebraska.

c. No Waiver and Further Assurances. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other

~~e~~-provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. The parties shall perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to effect the transactions contemplated by this Agreement.

d. Severability. Whenever possible, each term or provision of this Agreement shall be interpreted in only such manner as to be effective and valid under applicable law, but if any provision or portion or any provision of this Agreement should be deemed invalid under applicable law, such provision or portion of such provision shall be ineffective without invalidating the remainder of such provision or remaining provisions of this Agreement.

e. Independent Contractor. With respect to the management services, the relationship of the League and LIGHT shall be that of an independent contractor. Nothing in this agreement shall be deemed or construed to create an agency, employer-employee, partnership, joint venture, franchise or other relationship between the parties. Each party hereto shall be solely responsible for paying or providing all wages, benefits, Workers Compensation and Unemployment Compensation insurance coverage which may be required for its respective employees and for complying with all withholding, reporting, safety and health requirements which may be imposed by any State, Federal or local law in respect thereto. LIGHT shall neither have nor exercise any control or direction over the method or means by which the individuals provided by the League perform their functions, except that the League agrees to cause said individuals to perform such services at all times in accordance with this Agreement.

LEAGUE OF NEBRASKA MUNICIPALITIES

(Del)

By: 

L. Lynn Rex, Executive Director

~~LEAGUE INSURANCE GOVERNMENT
HEALTH TEAM~~

LEAGUE INSURANCE GOVERNMENT
HEALTH TEAM

(Del)

By: 

R. Paul Lambert, Chair

BLUE CROSS BLUE SHIELD OF NEBRASKA

By:

Ron Rowe, Chief Revenue Officer

(Name and Title)

EXHIBIT A
LOGO



EXHIBIT B

LICENSED SERVICEMARKS AND MANAGEMENT SERVICES FEES

Licensed Servicemarks and Management Services Fees payable hereunder are as follows:

An amount equal to one percent (1%) of premiums received by BCBSNE in any month, net of refunds paid.

[4888-6366-4733, v. 1](#)

[4857-5957-2630, v. 1](#)

[Link-to-previous setting changed from off in original to on in modified.]

CONSULTING SERVICES AGREEMENT

McInnes Maggart Consulting Group, LLC
McInnes Group, Inc.

THIS AGREEMENT, made this 1st day of July, 2024, (the “Effective Date”) by and between McInnes Maggart Consulting Group, LLC, a Kansas limited liability corporation, having its principal place of business at 3500 West 75th Street, Suite 200, Prairie Village, Kansas, 66208 (hereinafter referred to as “MMCG”), McInnes Group, Inc., a Kansas corporation (hereinafter referred to as “MGI”), and the League Insurance Government Health Team (hereinafter referred to as “LIGHT”).

WHEREAS, MMCG is engaged in business as an insurance consulting firm, for the marketing, consulting, negotiating, delivery, and servicing of all employee benefit group related insurance products;

WHEREAS, MGI is engaged in business as an insurance consulting firm, for the marketing, consulting, negotiating, delivery, and servicing of all employee benefit group related insurance products;

WHEREAS, LIGHT wishes to engage for: consulting services, brokerage services; negotiation of insurance contracts; marketing of insurance to its member subgroups; and other matters related to the installation and servicing of insurance contracts (“Services”).

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises and covenants made hereinafter, and agree:

1. Consulting Services. MMCG and MGI agree to provide Services to LIGHT and its members during the term of this Agreement. The lead consultant on this project representing MMCG and MGI will be Dennis Maggart or others acting at his direction. The duties assigned to MMCG and MGI by LIGHT shall include:

- a. Consulting and assistance with all aspects related to the development of competitive employee benefit plans, including medical, dental, vision, life, AD/D, long-term disability, voluntary worksite plans, and other coverages as requested by LIGHT or the LIGHT Administrator.
- b. Review and advise on existing program renewals and cost projections.
- c. Negotiate specific coverage terms with selected carriers based on direction from the LIGHT Administrator, subject to review by LIGHT legal counsel.
- d. Review and advise on all necessary service contracts for administration based on direction from the LIGHT Administrator, subject to review by LIGHT legal counsel.
- e. Assist with development of underwriting and rating of benefit plan quotes to include accumulation and coordination of document submission to carriers, subject to review by LIGHT or the LIGHT Administrator upon request.
- f. Develop proposed administrative service programs with selected vendors for benefit administration systems and COBRA administration, subject to review by LIGHT legal counsel and approval by the LIGHT Board of Directors.

- g. Develop, implement, and coordinate a marketing plan for the LIGHT benefit plans, subject to review by LIGHT, the LIGHT Administrator, and the endorsed carrier. The marketing plan will include solicitation, quoting, underwriting, and installation procedures for subgroups directly represented by MMCG and/or MGI and those subgroups who choose to utilize and be represented by an approved outside producer. The marketing plan shall be coordinated with marketing efforts of the LIGHT Administrator and the endorsed carrier.
 - h. Negotiation of competitive benefit plan insurance contracts and service contracts in coordination with the LIGHT Administrator, subject to review by LIGHT legal counsel.
 - i. Assist with regulatory compliance for LIGHT with the Nebraska Department of Labor, Nebraska Department of Insurance and any other regulatory party as requested by LIGHT, its legal counsel, or the LIGHT Administrator.
 - j. Provide guidance on benefit plan designs and cost containment programs that lead to cost efficiencies and/or improved service levels to LIGHT.
 - k. Provide ongoing customer service to benefit plan members, designated municipal staff, LIGHT staff, and the LIGHT Administrator for administration of the benefit plans and resolution of problems with carriers and service providers. This service will be provided during normal business hours and will be coordinated with on-line capabilities provided by the carriers and other service providers.
 - l. Other general health and welfare consulting tasks as assigned by LIGHT or the LIGHT Administrator.
2. Term and Termination. This Agreement shall commence on the Effective Date and shall end on June 30, 2025 (the “2024/2025 Period”), unless terminated in accordance with the following:
- a. This Agreement will terminate effective immediately in the event the League of Nebraska Municipalities’ (the “League”) Executive Board withdraws its support from LIGHT as provided in Section 7 of the League Insurance Government Health Team Interlocal Agreement.
 - b. LIGHT may terminate this Agreement for cause upon 60 days written notice to MMCG and/or MGI. “For Cause” shall mean a breach of this Agreement as determined by LIGHT, fraud, negligence, or any acts or conduct of MMCG and/or MGI which involve dishonesty, embezzlement, or criminal activity. In the event that LIGHT delivers to MMCG and/or MGI a written notice that MMCG and/or MGI is in breach of this Agreement, then MMCG and/or MGI shall have a period of sixty (60) days from the date of said written notice to cure said breach; provided, however, if the nature of the cure is such that it cannot be accomplished within the sixty (60) day period, then if MMCG and/or MGI commences to cure within the sixty (60) day period and diligently pursues said cure as determined by LIGHT, then MMCG and/or MGI shall not be in breach hereunder.
 - c. MMCG may terminate this Agreement for cause upon sixty (60) days written notice to LIGHT. “For Cause” shall mean a breach of this Agreement as determined by MMCG and/or MGI (specifically including, but without limitation, failure to pay consulting fees), fraud or any acts or conduct of LIGHT which involve dishonesty, embezzlement, or

criminal activity.

- d. Subject to the LIGHT Board of Directors' approval, this Agreement shall renew for successive terms of one (1) year Renewal Periods, commencing on the termination date of the 2024/2025 Period unless terminated by either party in writing two (2) months prior to the end of the 2024/2025 Period. In addition, any renewal of this Agreement shall be subject to the approval of the League's Executive Board.

3. Consulting Fee. LIGHT agrees that MMCG and MGI shall receive the following compensation ("Consulting Fees") according to the following schedule:

a. Health Plan Compensation:

- (i) MGI will receive compensation directly from the carrier equal to \$30 per contract per month (PCPM) for those LIGHT member groups for which MGI is the broker of record for LIGHT Member Health Plan coverage, subject to the terms and conditions set forth in the Blue Cross Blue Shield of Nebraska Single Case Commission Agreement and any relevant schedules thereto, effective July 1, 2024.
- (ii) MMCG will receive compensation directly from the carrier equal to \$6 per contract per month (PCPM) for every LIGHT member group, subject to the terms and conditions set forth in the Blue Cross Blue Shield of Nebraska Single Case Commission Agreement and any relevant schedules thereto, effective July 1, 2024.

b. Dental Plan Compensation:

- (i) MGI will receive compensation directly from the carrier equal to \$5 per contract per month (PCPM) for those LIGHT member groups for which MGI is the broker of record for LIGHT Member Health Plan coverage, subject to the terms and conditions set forth in the Blue Cross Blue Shield of Nebraska Single Case Commission Agreement and any relevant schedules thereto, effective July 1, 2024.
- (ii) MMCG will receive compensation directly from the carrier equal to up to \$2 per contract per month (PCPM) for every LIGHT member group, subject to the terms and conditions set forth in the Blue Cross Blue Shield of Nebraska Single Case Commission Agreement and any relevant schedules thereto, effective July 1, 2024.

c. Life, Long Term Disability, and Vision Plan Compensation: MMGC will receive base commission directly from the carrier equal to fifteen percent (15%) of the premiums for those LIGHT member groups for which MMGC is designated as the broker of record for life, dental, long term disability, and/or vision insurance coverage, subject to the terms and conditions set forth in the agreement with the selected carrier for these coverages.

d. Worksite Benefits (e.g., critical illness, accident, short-term disability) Compensation: MMGC will receive base commission directly from the carrier equal to fifteen percent

(15%) of the premiums for those LIGHT member groups for which MMGC is designated as the broker of record for worksite benefits, subject to the terms and conditions set forth in the agreement with the selected carrier for these coverages.

4. Administrative and Management Services Payments. MMGC and MGI shall be responsible for paying the costs of certain services with selected vendors for benefit administration systems, COBRA administration, management services, and any other services determined to be necessary by LIGHT. These services will be approved by the LIGHT Board of Directors. The costs of these services will be paid to the selected service providers by MMGC and MGI as required by the applicable service provider. MMGC and MGI will provide LIGHT and the LIGHT Administrator with (a) a monthly accounting of these costs and fees paid to each service provider for the services selected by LIGHT and (b) as requested by LIGHT or the LIGHT Administrator, any underlying information utilized in determining the costs and fees.

For the 2024/2025 Period, MMGC and MGI shall be responsible for the following two payments: (x) to WEX Health, Inc. for COBRA administration costs, pursuant to the terms of the WEX Administrative Services Agreement entered into by LIGHT; and (y) to EASE for benefit administration costs, pursuant to the terms of the EASE Administrative Services Agreement entered into by LIGHT.

5. Miscellaneous Any notice provided for in this Agreement shall be deemed to have been delivered when delivered by hand or when deposited in the U.S. postal service mail by first class mail, postage prepaid, to the other party at the address set forth below, or to such other address as may be hereafter specified by written instrument signed by authorized officers of LIGHT, MGI, and MMCG. The validity, interpretation, and performance of this Agreement shall be subject to and construed under the laws of the State of Nebraska, without regard to principles of conflict of laws. This Agreement represents the entire agreement between the parties and supersedes all prior agreements and negotiations of the parties respecting the matters contained herein.

6. Exclusivity Clause. During the term of this Agreement and for two years after termination hereof: (a) MMCG and its employees and MGI and its employees shall be precluded from engaging with or dealing with Nebraska municipal governments, agents, brokers, attorneys or individuals who are engaged in any type of municipal government business within the state of Nebraska without the express written permission of LIGHT and the League's Executive Board; and (b) MMCG and its employees and MGI and its employees shall be precluded from using any knowledge gained because of this relationship and precluded from approaching any participants or municipal government that were members of LIGHT during this relationship. During the term of this Agreement, LIGHT agrees that MMCG and MGI will be the primary organizations for consulting services as outlined in this Agreement.

7. Mutual Indemnification.

- a. LIGHT hereby agrees to indemnify, defend and hold harmless MMCG from any and all losses, costs and expenses, including attorney's fees and court costs, incurred by MMCG, under or otherwise resulting from the Services rendered herein by MMCG unless caused by the negligence, breach of contract or willful or illegal conduct of MMCG. LIGHT hereby agrees to pay, protect, defend (at trial and appellate levels and with attorneys, consultants and experts acceptable to MMCG), and hold MMCG harmless from and against, and hereby indemnify MMCG from and against any and all liens, damages, (including without limitation, punitive or exemplary damages), losses, liabilities, obligations, settlement payments, penalties, fines, assessments, citations, directives, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements

and expenses of any kind or of any nature whatsoever (including, without limitation, reasonable attorneys', consultants' and experts' fees and disbursements actually incurred in investigating, defending, settling or prosecuting any claim, litigation or proceeding) (collectively, "costs") which may at any time be imposed upon, incurred by or asserted or awarded against MMCG in connection with this Agreement, unless caused by the negligence, breach of contract or willful or illegal conduct of MMCG.

- b. MMCG hereby agrees to indemnify, defend and hold harmless LIGHT, its Board of Directors, its employees, its Administrator and members and the League, its Board of Directors, its employees, and members, from any and all losses, costs and expenses, including attorney's fees and court costs, incurred by LIGHT, resulting from MMCG's negligence, breach of contract or willful or illegal conduct relating to the Services provided by MMCG. MMCG hereby agrees to pay, protect, defend (at trial and appellate levels and with attorneys, consultants and experts acceptable to LIGHT), and hold LIGHT harmless from and against, and hereby indemnify LIGHT from and against any and all liens, damages, (including without limitation, punitive or exemplary damages), losses, liabilities, obligations, settlement payments, penalties, fines, assessments, citations, directives, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements and expenses of any kind or of any nature whatsoever (including, without limitation, reasonable attorneys', consultants' and experts' fees and disbursements actually incurred in investigating, defending, settling or prosecuting any claim, litigation or proceeding) (collectively, "costs") which may at any time be imposed upon, incurred by or asserted or awarded against LIGHT in any way related to the negligence, breach of contract or willful or illegal conduct of MMCG.
- c. LIGHT hereby agrees to indemnify, defend and hold harmless MGI from any and all losses, costs and expenses, including attorney's fees and court costs, incurred by MGI, under or otherwise resulting from the Services rendered herein by MGI unless caused by the negligence, breach of contract or willful or illegal conduct of MGI. LIGHT hereby agrees to pay, protect, defend (at trial and appellate levels and with attorneys, consultants and experts acceptable to MGI), and hold MGI harmless from and against, and hereby indemnify MGI from and against any and all liens, damages, (including without limitation, punitive or exemplary damages), losses, liabilities, obligations, settlement payments, penalties, fines, assessments, citations, directives, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements and expenses of any kind or of any nature whatsoever (including, without limitation, reasonable attorneys', consultants' and experts' fees and disbursements actually incurred in investigating, defending, settling or prosecuting any claim, litigation or proceeding) (collectively, "costs") which may at any time be imposed upon, incurred by or asserted or awarded against MGI in connection with this Agreement, unless caused by the negligence, breach of contract or willful or illegal conduct of MGI.
- d. MGI hereby agrees to indemnify, defend and hold harmless LIGHT, its Board of Directors, its employees, its Administrator and members and the League, its Board of Directors, its employees, and members, from any and all losses, costs and expenses, including attorney's fees and court costs, incurred by LIGHT, resulting from MGI's negligence, breach of contract or willful or illegal conduct relating to the Services provided by MGI. MGI hereby agrees to pay, protect, defend (at trial and appellate levels

and with attorneys, consultants and experts acceptable to LIGHT), and hold LIGHT harmless from and against, and hereby indemnify LIGHT from and against any and all liens, damages, (including without limitation, punitive or exemplary damages), losses, liabilities, obligations, settlement payments, penalties, fines, assessments, citations, directives, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements and expenses of any kind or of any nature whatsoever (including, without limitation, reasonable attorneys', consultants' and experts' fees and disbursements actually incurred in investigating, defending, settling or prosecuting any claim, litigation or proceeding) (collectively, "costs") which may at any time be imposed upon, incurred by or asserted or awarded against LIGHT in any way related to the negligence, breach of contract or willful or illegal conduct of MGI.

8. Confidentiality. MMCG and MGI agree that any and all information it receives in providing the services under this Agreement identified by LIGHT as "Confidential" and/or "Proprietary", or which under all circumstances, should reasonably be treated as Confidential and/or Proprietary, and which is valuable to LIGHT by virtue of not being generally known to the public ("Confidential Information") will not be disclosed to any third party without the express written consent of LIGHT. MMCG and MGI will protect LIGHT's Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event less than reasonable care.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective the day and year first above written.

McInnes Maggart Consulting Group, LLC

League Insurance Government Health Team

By: _____
Dennis Maggart
President
McInnes Maggart Consulting Group, LLC
3500 West 75th Street, Ste 200
Prairie Village, Kansas 66208

By: _____
R. Paul Lambert
Chair
League Insurance Government Health Team
1335 L Street
Lincoln, NE 68508

McInnes Group, Inc.

By: _____
Matt McInnes
President
McInnes Group, LLC
3500 West 75th Street, Ste 200
Prairie Village, Kansas 66208

CONSULTING SERVICES AGREEMENT

McInnes Maggart Consulting Group, LLC
McInnes Group, Inc.

THIS AGREEMENT, made this 1st day of July, ~~2023~~2024, (the “Effective Date”) by and between McInnes Maggart Consulting Group, LLC, a Kansas limited liability corporation, having its principal place of business at 3500 West 75th Street, Suite 200, Prairie Village, Kansas, 66208 (hereinafter referred to as “MMCG”), McInnes Group, Inc., a Kansas corporation (hereinafter referred to as “MGI”), and the League Insurance Government Health Team (hereinafter referred to as “LIGHT”).

WHEREAS, MMCG is engaged in business as an insurance consulting firm, for the marketing, consulting, negotiating, delivery, and servicing of all employee benefit group related insurance products;

WHEREAS, MGI is engaged in business as an insurance consulting firm, for the marketing, consulting, negotiating, delivery, and servicing of all employee benefit group related insurance products;

WHEREAS, LIGHT wishes to engage for: consulting services, brokerage services; negotiation of insurance contracts; marketing of insurance to its member subgroups; and other matters related to the installation and servicing of insurance contracts (“Services”).

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises and covenants made hereinafter, and agree:

1. Consulting Services. MMCG and MGI agree to provide Services to LIGHT and its members during the term of this Agreement. The lead consultant on this project representing MMCG and MGI will be Dennis Maggart or others acting at his direction. The duties assigned to MMCG and MGI by LIGHT shall include:

- a. Consulting and assistance with all aspects related to the development of competitive employee benefit plans, including medical, dental, vision, life, AD/D, long-term disability, voluntary worksite plans, and other coverages as requested by LIGHT or the LIGHT Administrator.
- b. Review and advise on existing program renewals and cost projections.
- c. Negotiate specific coverage terms with selected carriers based on direction from the LIGHT Administrator, subject to review by LIGHT legal counsel.
- d. Review and advise on all necessary service contracts for administration based on direction from the LIGHT Administrator, subject to review by LIGHT legal counsel.
- e. Assist with development of underwriting and rating of benefit plan quotes to include accumulation and coordination of document submission to carriers, subject to review by LIGHT or the LIGHT Administrator upon request.
- f. Develop proposed administrative service programs with selected vendors for benefit administration systems and COBRA administration, subject to review by LIGHT legal counsel and approval by the LIGHT Board of Directors.

- g. Develop, implement, and coordinate a marketing plan for the LIGHT benefit plans, subject to review by LIGHT, the LIGHT Administrator, and the endorsed carrier. The marketing plan will include solicitation, quoting, underwriting, and installation procedures for subgroups directly represented by MMCG and/or MGI and those subgroups who choose to utilize and be represented by an approved outside producer. The marketing plan shall be coordinated with marketing efforts of the LIGHT Administrator and the endorsed carrier.
- h. Negotiation of competitive benefit plan insurance contracts and service contracts in coordination with the LIGHT Administrator, subject to review by LIGHT legal counsel.
- i. Assist with regulatory compliance for LIGHT with the Nebraska Department of Labor, Nebraska Department of Insurance and any other regulatory party as requested by LIGHT, its legal counsel, or the LIGHT Administrator.
- j. Provide guidance on benefit plan designs and cost containment programs that lead to cost efficiencies and/or improved service levels to LIGHT.
- k. Provide ongoing customer service to benefit plan members, designated municipal staff, LIGHT staff, and the LIGHT Administrator for administration of the benefit plans and resolution of problems with carriers and service providers. This service will be provided during normal business hours and will be coordinated with on-line capabilities provided by the carriers and other service providers.
- l. Other general health and welfare consulting tasks as assigned by LIGHT or the LIGHT Administrator.

2. Term and Termination. This Agreement shall commence on the Effective Date and shall end on June 30, ~~2024-2025~~ (the "~~2023-2024/2024-2025~~ Period"), unless terminated in accordance with the following:

- a. This Agreement will terminate effective immediately in the event the League of Nebraska Municipalities' (the "League") Executive Board withdraws its support from LIGHT as provided in Section 7 of the League Insurance Government Health Team Interlocal Agreement.
- b. LIGHT may terminate this Agreement for cause upon 60 days written notice to MMCG and/or MGI. "For Cause" shall mean a breach of this Agreement as determined by LIGHT, fraud, negligence, or any acts or conduct of MMCG and/or MGI which involve dishonesty, embezzlement, or criminal activity. In the event that LIGHT delivers to MMCG and/or MGI a written notice that MMCG and/or MGI is in breach of this Agreement, then MMCG and/or MGI shall have a period of sixty (60) days from the date of said written notice to cure said breach; provided, however, if the nature of the cure is such that it cannot be accomplished within the sixty (60) day period, then if MMCG and/or MGI commences to cure within the sixty (60) day period and diligently pursues said cure as determined by LIGHT, then MMCG and/or MGI shall not be in breach hereunder.
- c. MMCG may terminate this Agreement for cause upon sixty (60) days written notice to LIGHT. "For Cause" shall mean a breach of this Agreement as determined by MMCG and/or MGI (specifically including, but without limitation, failure to pay consulting fees),

fraud or any acts or conduct of LIGHT which involve dishonesty, embezzlement, or criminal activity.

- d. Subject to the LIGHT Board of Directors' approval, this Agreement shall renew for successive terms of one (1) year Renewal Periods, commencing on the termination date of the ~~2023/2024/2024-2025~~ Period unless terminated by either party in writing ~~three-two (32)~~ months prior to the end of the ~~2024/2025 2023/2024~~ Period. In addition, any renewal of this Agreement shall be subject to the approval of the League's Executive Board.

3. Consulting Fee. LIGHT agrees that MMCG and MGI shall receive the following compensation ("Consulting Fees") according to the following schedule:

a. Health Plan Compensation:

- (i) MGI will receive compensation directly from the carrier equal to \$30 per contract per month (PCPM) for those LIGHT member groups for which MGI is the broker of record for LIGHT Member Health Plan coverage, subject to the terms and conditions set forth in the Blue Cross Blue Shield of Nebraska Single Case Commission Agreement and any relevant schedules thereto, effective July 1, ~~2023/2024~~.
- (ii) MMCG will receive compensation directly from the carrier equal to \$6 per contract per month (PCPM) for every LIGHT member group, subject to the terms and conditions set forth in the Blue Cross Blue Shield of Nebraska Single Case Commission Agreement and any relevant schedules thereto, effective July 1, ~~2023/2024~~.

b. Dental Plan Compensation:

- (i) ~~MGI will receive compensation directly from the carrier equal to \$530 per contract per month (PCPM) for those LIGHT member groups for which MGI is the broker of record for LIGHT Member Health Plan coverage, subject to the terms and conditions set forth in the Blue Cross Blue Shield of Nebraska Single Case Commission Agreement and any relevant schedules thereto, effective July 1, 2024.~~
- (ii) ~~MMCG will receive compensation directly from the carrier equal to up to \$26 per contract per month (PCPM) for every LIGHT member group, subject to the terms and conditions set forth in the Blue Cross Blue Shield of Nebraska Single Case Commission Agreement and any relevant schedules thereto, effective July 1, 2024.~~

~~b.c.~~ Life, Dental, Long Term Disability, and Vision Plan Compensation: MMGC will receive base commission directly from the carrier equal to fifteen percent (15%) of the premiums for those LIGHT member groups for which MMGC is designated as the broker of record for life, dental, long term disability, and/or vision insurance coverage, subject to the terms and conditions set forth in the agreement with the selected carrier for these coverages.

~~e.d.~~ Worksite Benefits (e.g., critical illness, accident, short-term disability) Compensation:

MMGC will receive base commission directly from the carrier equal to fifteen percent (15%) of the premiums for those LIGHT member groups for which MMGC is designated as the broker of record for worksite benefits, subject to the terms and conditions set forth in the agreement with the selected carrier for these coverages.

4. Administrative and Management Services Payments. MMGC and MGI shall be responsible for paying the costs of certain services with selected vendors for benefit administration systems, COBRA administration, management services, and any other services determined to be necessary by LIGHT. These services will be approved by the LIGHT Board of Directors. The costs of these services will be paid to the selected service providers by MMGC and MGI as required by the applicable service provider. MMGC and MGI will provide LIGHT and the LIGHT Administrator with (a) a monthly accounting of these costs and fees paid to each service provider for the services selected by LIGHT and (b) as requested by LIGHT or the LIGHT Administrator, any underlying information utilized in determining the costs and fees.

For the ~~2024/2025~~ ~~2023/2024~~ Period, MMGC and MGI shall be responsible for the following two payments: (x) to WEX Health, Inc. for COBRA administration costs, pursuant to the terms of the WEX Administrative Services Agreement entered into by LIGHT; and (y) to EASE for benefit administration costs, pursuant to the terms of the EASE Administrative Services Agreement entered into by LIGHT.

5. Miscellaneous Any notice provided for in this Agreement shall be deemed to have been delivered when delivered by hand or when deposited in the U.S. postal service mail by first class mail, postage prepaid, to the other party at the address set forth below, or to such other address as may be hereafter specified by written instrument signed by authorized officers of LIGHT, MGI, and MMCG. The validity, interpretation, and performance of this Agreement shall be subject to and construed under the laws of the State of Nebraska, without regard to principles of conflict of laws. This Agreement represents the entire agreement between the parties and supersedes all prior agreements and negotiations of the parties respecting the matters contained herein.

6. Exclusivity Clause. During the term of this Agreement and for two years after termination hereof: (a) MMCG and its employees and MGI and its employees shall be precluded from engaging with or dealing with Nebraska municipal governments, agents, brokers, attorneys or individuals who are engaged in any type of municipal government business within the state of Nebraska without the express written permission of LIGHT and the League's Executive Board; and (b) MMCG and its employees and MGI and its employees shall be precluded from using any knowledge gained because of this relationship and precluded from approaching any participants or municipal government that were members of LIGHT during this relationship. During the term of this Agreement, LIGHT agrees that MMCG and MGI will be the primary organizations for consulting services as outlined in this Agreement.

7. Mutual Indemnification.

- a. LIGHT hereby agrees to indemnify, defend and hold harmless MMCG from any and all losses, costs and expenses, including attorney's fees and court costs, incurred by MMCG, under or otherwise resulting from the Services rendered herein by MMCG unless caused by the negligence, breach of contract or willful or illegal conduct of MMCG. LIGHT hereby agrees to pay, protect, defend (at trial and appellate levels and with attorneys, consultants and experts acceptable to MMCG), and hold MMCG harmless from and against, and hereby indemnify MMCG from and against any and all liens, damages, (including without limitation, punitive or exemplary damages), losses, liabilities, obligations, settlement payments, penalties, fines, assessments, citations, directives,

claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements and expenses of any kind or of any nature whatsoever (including, without limitation, reasonable attorneys', consultants' and experts' fees and disbursements actually incurred in investigating, defending, settling or prosecuting any claim, litigation or proceeding) (collectively, "costs") which may at any time be imposed upon, incurred by or asserted or awarded against MMCG in connection with this Agreement, unless caused by the negligence, breach of contract or willful or illegal conduct of MMCG.

- b. MMCG hereby agrees to indemnify, defend and hold harmless LIGHT, its Board of Directors, its employees, its Administrator and members and the League, its Board of Directors, its employees, and members, from any and all losses, costs and expenses, including attorney's fees and court costs, incurred by LIGHT, resulting from MMCG's negligence, breach of contract or willful or illegal conduct relating to the Services provided by MMCG. MMCG hereby agrees to pay, protect, defend (at trial and appellate levels and with attorneys, consultants and experts acceptable to LIGHT), and hold LIGHT harmless from and against, and hereby indemnify LIGHT from and against any and all liens, damages, (including without limitation, punitive or exemplary damages), losses, liabilities, obligations, settlement payments, penalties, fines, assessments, citations, directives, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements and expenses of any kind or of any nature whatsoever (including, without limitation, reasonable attorneys', consultants' and experts' fees and disbursements actually incurred in investigating, defending, settling or prosecuting any claim, litigation or proceeding) (collectively, "costs") which may at any time be imposed upon, incurred by or asserted or awarded against LIGHT in any way related to the negligence, breach of contract or willful or illegal conduct of MMCG.
- c. LIGHT hereby agrees to indemnify, defend and hold harmless MGI from any and all losses, costs and expenses, including attorney's fees and court costs, incurred by MGI, under or otherwise resulting from the Services rendered herein by MGI unless caused by the negligence, breach of contract or willful or illegal conduct of MGI. LIGHT hereby agrees to pay, protect, defend (at trial and appellate levels and with attorneys, consultants and experts acceptable to MGI), and hold MGI harmless from and against, and hereby indemnify MGI from and against any and all liens, damages, (including without limitation, punitive or exemplary damages), losses, liabilities, obligations, settlement payments, penalties, fines, assessments, citations, directives, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements and expenses of any kind or of any nature whatsoever (including, without limitation, reasonable attorneys', consultants' and experts' fees and disbursements actually incurred in investigating, defending, settling or prosecuting any claim, litigation or proceeding) (collectively, "costs") which may at any time be imposed upon, incurred by or asserted or awarded against MGI in connection with this Agreement, unless caused by the negligence, breach of contract or willful or illegal conduct of MGI.
- d. MGI hereby agrees to indemnify, defend and hold harmless LIGHT, its Board of Directors, its employees, its Administrator and members and the League, its Board of Directors, its employees, and members, from any and all losses, costs and expenses, including attorney's fees and court costs, incurred by LIGHT, resulting from MGI's negligence, breach of contract or willful or illegal conduct relating to the Services

provided by MGI. MGI hereby agrees to pay, protect, defend (at trial and appellate levels and with attorneys, consultants and experts acceptable to LIGHT), and hold LIGHT harmless from and against, and hereby indemnify LIGHT from and against any and all liens, damages, (including without limitation, punitive or exemplary damages), losses, liabilities, obligations, settlement payments, penalties, fines, assessments, citations, directives, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements and expenses of any kind or of any nature whatsoever (including, without limitation, reasonable attorneys', consultants' and experts' fees and disbursements actually incurred in investigating, defending, settling or prosecuting any claim, litigation or proceeding) (collectively, "costs") which may at any time be imposed upon, incurred by or asserted or awarded against LIGHT in any way related to the negligence, breach of contract or willful or illegal conduct of MGI.

8. Confidentiality. MMCG and MGI agree that any and all information it receives in providing the services under this Agreement identified by LIGHT as "Confidential" and/or "Proprietary", or which under all circumstances, should reasonably be treated as Confidential and/or Proprietary, and which is valuable to LIGHT by virtue of not being generally known to the public ("Confidential Information") will not be disclosed to any third party without the express written consent of LIGHT. MMCG and MGI will protect LIGHT's Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event less than reasonable care.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective the day and year first above written.

McInnes Maggart Consulting Group, LLC

League Insurance Government Health Team

By: _____
Dennis Maggart
President
McInnes Maggart Consulting Group, LLC
3500 West 75th Street, Ste 200
Prairie Village, Kansas 66208

By: _____
R. Paul Lambert
Chair
League Insurance Government Health Team
1335 L Street
Lincoln, NE 68508

McInnes Group, Inc.

By: _____
Matt McInnes
President
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