



NOTICE

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

**June 23, 2026, at 8:30 a.m. CT/7:30 a.m. MT
By Virtual Conferencing**

PLEASE TAKE NOTICE that on **Tuesday, June 23, 2026, at 8:30 a.m. CT/7:30 a.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 1335 L Street, Lincoln, Nebraska.

The League of Nebraska Municipalities' Joe Hampton Conference Center, 1335 L Street, Lincoln, NE 68508, will be open for attendance by the public during the meeting. LIGHT Ex-Officio Board Member L. Lynn Rex, 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 League of Nebraska Municipalities' Joe Hampton Conference Center. 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.

Join the meeting by Zoom via Computer, Smart Device, or Telephone at <https://lonm-org.zoom.us/j/87484174232?pwd=LgnFjdf33svMYtqhmN42WztxGjnBqN.1> or via phone at 877-853-5257. The meeting ID is 874 8417 4232 and the passcode is 322262.

On June 16, 2026, 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, 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)

June 23, 2026, at 8:30 a.m. CT/7:30 a.m. MT

By Virtual Conferencing

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 at <https://lonm-org.zoom.us/j/87484174232?pwd=LgnFjdf33svMYtqhmN42WztxGjnBqN.1> or via phone at 877-853-5257. The meeting ID is 874 8417 4232 and the passcode is 322262.

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.** 8:30 a.m. CT/7:30 a.m. MT – Plattsmouth Mayor Paul Lambert, Chair of the LIGHT Board, will call the meeting to order.
- b.** Roll call.
- c.** Indicate that on June 16, 2026, 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, 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 League of Nebraska Municipalities' Joe Hampton Conference Center, 1335 L Street, Lincoln, NE 68508, will be open for attendance by the public during the meeting. LIGHT Ex-Officio Board Member L. Lynn Rex, 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 League of Nebraska Municipalities' Joe Hampton Conference Center. 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.
2. **Consider a motion to approve the minutes of the March 19, 2026, Special Meeting of the LIGHT Board of Directors.**
See pages 6-9
 3. **Consider a motion to approve the LIGHT Eligibility Requirements (2026/27).**
See pages 10-11 (incorporating revisions); pages 12-13 (revisions noted in red)
Michelle Sitorius, LIGHT's Legal Counsel, Cline Williams
Dennis Maggert, Executive Vice-President, McInnes Group, Inc.
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 approve the 2026/27 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, 2026, through June 30, 2027, along with any subsequent technical revisions recommended by counsel.**
See pages 14-18 (incorporating revisions); pages 19-23 (revisions noted in red)
Michelle Sitorius, LIGHT's Legal Counsel, Cline Williams
Dennis Maggert, Executive Vice-President, McInnes Group, Inc.
L. Lynn Rex, Ex-Officio, Non-Voting Board Member; Executive Director of the League of Nebraska Municipalities (LIGHT's Administrator)
 5. **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*
Dennis Maggert, Executive Vice-President, McInnes Group, Inc.
L. Lynn Rex, Ex-Officio, Non-Voting Board Member; Executive Director of the League of Nebraska Municipalities (LIGHT's Administrator)

6. **Consider a motion authorizing the Chairperson or Vice Chairperson of LIGHT to execute, on behalf of LIGHT, the BCBSNE Master Group Application pursuant to the Board's approval on March 19, 2026, of the 2026/27 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, 2026, through June 30, 2027.**

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)

7. **Consider service satisfaction with Wex Health, Inc., which provides COBRA administrative services for the LIGHT members and the LIGHT Member Health Plan.**

Dennis Maggart, Executive Vice-President, McInnes Group, Inc.

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

8. **Consider service satisfaction with Alliant Insurance Services, Inc., and Apex Engagement Solutions LLC, which provide consulting, open enrollment, data, auditing, reporting, account management, marketing, and other support services for the LIGHT members and the LIGHT Member Health Plan.**

Dennis Maggart, Executive Vice-President, McInnes Group, Inc.

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 Apex Service Agreement and related agreements, and authorizing the Chairperson or Vice Chairperson of LIGHT to execute, on behalf of LIGHT any such agreements, along with any subsequent technical revisions recommended by counsel.**

See pages 24-49

Michelle Sitorius, LIGHT's Legal Counsel, Cline Williams

Dennis Maggart, Executive Vice-President, McInnes Group, Inc.

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 go into closed session to protect the public interest to discuss and review legal advice regarding service provider contracts and agreements.**

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

11. **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 for 2026/27, along with any subsequent technical revisions recommended by counsel.**

See pages 50-69 (incorporating revisions); pages 70-91 (revisions noted in red)

Michelle Sitorius, LIGHT's Legal Counsel, Cline Williams

Dennis Maggart, Executive Vice-President, McInnes Group, Inc.

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

- 12. 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 for 2026/27 with the League of Nebraska Municipalities and BCBSNE, along with any subsequent technical revisions recommended by counsel.**

See pages 92-98 (incorporating revisions); pages 99-105 (revisions noted in red)

Michelle Sitorius, LIGHT's Legal Counsel, Cline Williams

Dennis Maggert, Executive Vice-President, McInnes Group, Inc.

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 authorize and direct either the Chairperson or Vice Chairperson of LIGHT to execute, on behalf of LIGHT, the Consulting Services Agreement for 2026/27 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 106-111 (incorporating revisions); pages 112-117 (revisions noted in red)

Michelle Sitorius, LIGHT's Legal Counsel, Cline Williams

Dennis Maggert, Executive Vice-President, McInnes Group, Inc.

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

- 14. 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

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)

- 15. Update on renewal of municipalities participating in LIGHT.**

Dennis Maggert, Executive Vice-President, McInnes Group, Inc.

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

- 16. Discuss the date for the next meeting of the LIGHT Board of Directors.**

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

- 17. Consider a motion to adjourn.**



MINUTES

Special Meeting of the Board of Directors of the League Insurance Government Health Team (LIGHT) March 19, at 12 p.m. CT/11 a.m. MT By Virtual Conferencing

A Special Meeting of the Board of Directors of the League Insurance Government Health Team (LIGHT) by virtual conferencing was held March 19, 2026, at 12 p.m. CT/11 a.m. MT.

(AGENDA ITEM #1) **Call to Order.** At 12:02 p.m. CT, Plattsmouth Mayor Paul Lambert, Chair of the LIGHT Board, called the special 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; **Gary Greer**, City Administrator, City of Gothenburg; and **Jessica Quady**, City Administrator, City of Ashland. 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. **Brenda Wheeler**, Clerk, City of Blair, was absent.

Other participants included: **Mclnnes Maggart Consulting Group, LLC** – Dennis Maggart; **Cline Williams** – Michelle Sitorius; **First Concord** – Jim Daubert; **BCBSNE** – Sue Warner, John Fleming, Sherry Young, and Gina Aidukas; and **League of Nebraska Municipalities** – Christy Abraham, Shirley Riley, Ethan Nguyen, and Brenda Henning.

On March 16, 2026, a notice of this special meeting with the agenda and other materials were sent to all LIGHT members and the LIGHT Board of Directors. Notice of this special 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 special meeting, and the current version of the Open Meetings Act on the website of the League of Nebraska Municipalities – lonm.org/light/.

The location of the Open Meetings Act which was accessible to members of the public and at lonm.org/light/ along with a copy of all reproducible written materials to be discussed at this special meeting.

The League of Nebraska Municipalities' Joe Hampton Conference Center, 1335 L Street, Lincoln, NE 68508, was open for attendance by the public during the special meeting. LIGHT Ex-Officio Board Member L. Lynn Rex, or her designee, informed the public about the location of the copy of the Open Meetings Act which was accessible to members of the public at the League of Nebraska Municipalities' Joe Hampton Conference Center. A notice of this special meeting with the agenda and other materials was available at this location with a copy of the Open Meetings Act posted.

(Agenda Item #2) **Consider a motion to approve the minutes of the March 2, 2026, Special Meeting of the LIGHT Board of Directors.** Greer moved, seconded by Quady to approve the minutes of the March 2, 2026, Special Meeting of the LIGHT Board of Directors. Chair Lambert asked if there was any discussion; there was none. Roll call vote. Ayes: Lambert, Goulette, Greer, and Quady; Nays: None; Abstentions: None; Absent: Wheeler. **Motion carried: 4 ayes, 0 nays, 0 abstentions, and 1 absent.**

(Agenda Item #3) **Review the annual requirement for the LIGHT Board of Directors and key staff to complete and return to the League (as LIGHT's Administrator) the Conflict-of-Interest Statement as recommended by LIGHT's auditor, Thomas, Kunc & Black.** (Presented by L. Lynn Rex) No action was needed.

(Agenda Item #4) **Review of BCBSNE plan changes and enhancements for FY 26-27.** (Presented by Sue Warner) No action was needed.

(Agenda Item #5) **Consider a motion to go into closed session to protect the public interest to discuss negotiations regarding the medical/dental renewal from BCBSNE for FY 26-27.** Goulette moved, seconded by Greer to go into closed session to protect the public interest to discuss Agenda Item #5 and include the following individuals: Michelle Sitorius, Dennis Maggart, Sue Warner, John Fleming, Sherry Young, Gina Aidukas, Ben Guhl, Christy Abraham, Shirley Riley, Brenda Henning, and Ethan Nguyen. Chair Lambert asked if there was any discussion; there was none. Roll call vote. Ayes: Lambert, Goulette, Greer, and Quady; Nays: None; Abstentions: None; Absent: Wheeler. **Motion carried: 4 ayes, 0 nays, 0 abstentions, and 1 absent.** At 12:28 p.m., 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 1:27 p.m., Chair Lambert emphasized there was no action taken during the closed session and discussion was limited to the motion as stated.

(Agenda Item #6) **Consider a motion to approve medical/dental renewal rates from BCBSNE for FY 26-27.** Goulette moved, seconded by Greer to accept the BCBSNE renewal for FY 26-27 with a base rate adjustment of 15.33% along with the recommended rate tier adjustments from BCBSNE and LIGHT's Consultant. Chair Lambert asked if there was any discussion; there was none. Roll call vote. Ayes: Lambert, Goulette, Greer,

and Quady; Nays: None; Abstentions: None; Absent: Wheeler. **Motion carried: 4 ayes, 0 nays, 0 abstentions, and 1 absent.**

(Agenda Item #7) **Consider a motion to adjourn.** At 1:32 p.m., Quady moved, seconded by Goulette to adjourn. Roll call vote. Ayes: Lambert, Goulette, Greer, and Quady; Nays: None; Abstentions: None; Absent: Wheeler. **Motion carried: 4 ayes, 0 nays, 0 abstentions, and 1 absent.**

Approved on:

ATTEST:

Brenda Henning
Administrative Assistant of LIGHT

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



NOTICE

**Special Meeting of the Board of Directors of the
League Insurance Government Health Team (LIGHT)
March 19, at 12 p.m. CT/11 a.m. MT
By Virtual Conferencing**

PLEASE TAKE NOTICE that on **Thursday, March 19, 2026, at 12 p.m. CT/11 a.m. MT**, the League Insurance Government Health Team (LIGHT) will hold a Special Meeting of the LIGHT Board of Directors by virtual conferencing.

An agenda of subjects known at this time is included with this notice, but the agenda shall be kept continually current and readily available for public inspection at the principal office of LIGHT during normal business hours at 1335 L Street, Lincoln, Nebraska.

The League of Nebraska Municipalities' Joe Hampton Conference Center, 1335 L Street, Lincoln, NE 68508, will be open for attendance by the public during the special meeting. LIGHT Ex-Officio Board Member L. Lynn Rex, 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 League of Nebraska Municipalities' Joe Hampton Conference Center. A notice of this special 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 special meeting by Zoom via Computer, Smart Device, or Telephone at lonm-org.zoom.us/j/88338327814?pwd=T0YgA3QMWwbRKcKrYmqcDH5aqnQ4bC.1 or via phone at 877-853-5257. The meeting ID is 883 3832 7814 and the passcode is 199788.

On March 16, 2026, notice of this special meeting with the agenda and other materials were sent to all LIGHT members and the LIGHT Board of Directors. Notice of this special meeting with the agenda and other materials are available for public inspection at 1335 L Street, Lincoln, Nebraska and posted with the following links kept continually current: an electronic copy of the agenda, all documents being considered at the special meeting, and the current version of the Open Meetings Act on the website of the League of Nebraska Municipalities – lonm.org/light/.

2026/2027 LIGHT Eligibility Requirements

Section 1. Membership. The undersigned employer hereby agrees to become a member of LIGHT (a “Member”) upon and subject to the terms and conditions of the League Insurance Government Health Team Interlocal Agreement and this Membership Agreement for and during the term of this Agreement.

In order to qualify for membership, the undersigned employer represents that it meets all of the following qualifications:

- (i) Is a city or village in the State of Nebraska;
- (ii) Constitutes an employer as defined under ERISA § 3(5);
- (iii) Employs in the State of Nebraska at least one common law employee;
- (iv) Is a dues-paying member in good standing with the League of Nebraska Municipalities; and
- (v) Elects to participate in the Plan and executes a Plan subgroup application, which is incorporated by this reference.

Eligibility Parameters:

1. General Requirement. All eligible employees of the Member whose employment taxes are reported and paid pursuant to the same Employer Identification Number (EIN) are eligible to participate in the Plan.
2. Municipal Controlled Entities. If a Municipal Controlled Entity (as defined in Section 2(c) 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 qualifies as a Member participates in the Plan.
 - a. The Member 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.
 - b. If the Member elects to allow Municipal Controlled Entity employees to participate in the Plan, LIGHT, with the counsel of its advisors and in coordination with the Plan’s insurer, will determine which of the following courses will be utilized:
 - i. The Municipal Controlled Entity employees are considered along with the municipality’s employees for purposes of the insurer rate/premium quote and minimum participation requirements. In those circumstances, the Municipal Controlled Entity may not be required to execute a separate insurer participation agreement or subgroup application.
 - ii. The Municipal Controlled Entity employees are considered separately from the municipality’s employees for purposes of the insurer rate/premium quote and minimum participation requirements. A Municipal Controlled Entity may be considered separately in situations where its employees are part of a separate group of similarly situated employees from the municipality’s employees, based on different occupations, different geographic locations, and/or other similar bona fide employment-based classifications. In those circumstances, the Municipal Controlled Entity may be required to execute a separate insurer participation agreement or subgroup application.
 - c. 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

2026/2027 LIGHT Eligibility Requirements

authorized to appoint the majority of the persons serving on the board, agency or authority of the entity.

1. Currently, a Municipal Controlled Entity, as defined under Section 2(c), 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, Nursing Home, Care Center, or such other entities that are approved by the LIGHT Board of Directors, subject to the requirements set out above in Section 2(c).
3. 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.
 - a. 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.
 - b. 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 Member 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.

2026/2027 Eligibility Requirements

~~2025/2026/2027~~ LIGHT Eligibility Requirements

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- (iv) Is a dues-paying member in good standing with the League of Nebraska Municipalities; and
- (v) Elects to participate in the Plan and executes a Plan subgroup application, which is incorporated by this reference.

Eligibility Parameters:

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2. Municipal Controlled Entities. If a Municipal Controlled Entity (as defined in Section 2(c) 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 qualifies as a Member participates in the Plan.
 - a. The Member 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.
 - b. If the Member elects to allow Municipal Controlled Entity employees to participate in the Plan, LIGHT, with the counsel of its advisors and in coordination with the Plan’s insurer, will determine which of the following courses will be utilized:
 - i. The Municipal Controlled Entity employees are considered along with the municipality’s employees for purposes of the insurer rate/premium quote and minimum participation requirements. In those circumstances, the Municipal Controlled Entity may not be required to execute a separate insurer participation agreement or subgroup application.
 - ii. The Municipal Controlled Entity employees are considered separately from the municipality’s employees for purposes of the insurer rate/premium quote and minimum participation requirements. A Municipal Controlled Entity may be considered separately in situations where its employees are part of a separate group of similarly situated employees from the municipality’s employees, based on different occupations, different geographic locations, and/or other similar bona fide employment-based classifications. In those circumstances, the Municipal Controlled Entity may be required to execute a separate insurer participation agreement or subgroup application.
 - c. 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

~~2025/2026/2027~~ LIGHT Eligibility Requirements

authorized to appoint the majority of the persons serving on the board, agency or authority of the entity.

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 - a. 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.
 - b. 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 Member 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.

~~2025/2026/2027~~ Eligibility Requirements

~~4926-9909-3294, v. 5~~[4926-9909-3294, v. 7](#)

LEAGUE INSURANCE GOVERNMENT HEALTH TEAM MEMBERSHIP AGREEMENT

This Agreement is entered into by and between the League Insurance Government Health Team (“LIGHT”) and _____ (the “Member”), a Nebraska employer, for participation in LIGHT and the LIGHT Member Health Plan (the “Plan”), for coverage effective July 1, 2026 or other date, as applicable. Membership in LIGHT shall make health insurance coverage available for the Member’s eligible employees and dependents who participate under the Plan. In consideration of mutual promises, the undersigned parties agree as follows:

Section 1. Membership. The undersigned employer hereby agrees to become a member of LIGHT (a “Member”) upon and subject to the terms and conditions of the League Insurance Government Health Team Interlocal Agreement (the “Interlocal Agreement”), Bylaws of LIGHT, and this Agreement for and during the term of this Agreement.

In order to qualify for membership, the undersigned employer represents that it meets all of the following qualifications:

- (i) Is a city or village in the State of Nebraska;
- (ii) Constitutes an employer as defined under ERISA § 3(5);
- (iii) Employs in the State of Nebraska at least one common law employee;
- (iv) Is a dues-paying member in good standing with the League of Nebraska Municipalities; and
- (v) Elects to participate in the Plan and executes a Plan subgroup application, which is incorporated by this reference.

Section 2. Agreement with Respect to Formation and Existence of LIGHT. The Member acknowledges and agrees that LIGHT is an entity that has been formed by constituent members, and as such, is and shall have such powers as are set forth its Interlocal Agreement and Bylaws.

Section 3. Member Obligations. For and during the Term of this Agreement, the Member agrees as follows:

- (i) To maintain its status as a qualified Member under the provisions of Section 1 of this Agreement and to notify the LIGHT Board of Directors as soon as the Member has knowledge that it no longer meets the qualifications under Section 1 of this Agreement;
- (ii) To comply with the Interlocal Agreement and Bylaws of LIGHT as the same now exist or may from time to time hereinafter be amended;
- (iii) To maintain a membership in good standing with the League of Nebraska Municipalities;
- (iv) To comply with all administrative requirements and procedures of the Plan, including, but not limited to, continuation coverage under state or federal law;
- (v) To notify the insurer timely and accurately within thirty (30) days of any change to the name; address; eligibility for coverage, including, but not limited to, any changes to the eligibility of a Member’s employee who fails to satisfy the “actively-at-work” requirement or minimum weekly working hours

requirement;¹ or other change to enrollment of the Member, the Member's employee, or the Member's employee's dependent;

(vi) To provide any and all data, documents, and information, including enrollment and eligibility information, which LIGHT, its agents, or its consultants may from time to time require in order for LIGHT to administer the Plan;

(vii) To cooperate with LIGHT in all matters related to LIGHT's administration of the Plan including, but not limited to, cooperating with any and all Plan audits by LIGHT or the insurer, and completing any and all certifications received by the Member from LIGHT or the insurer for the purpose of verifying a Member's eligibility, a Member's employee's eligibility, or a Member's employee's dependent's eligibility to participate in the Plan;

(viii) To comply with the terms and conditions of the Plan as the same may from time to time be amended and modified;

(ix) To make payment of premiums and any fees for Plan coverage or operational expenses pursuant to the terms and conditions determined by the insurer for the Plan;

(x) To make payment of any fees approved by the Board to fund the operation of LIGHT;

(xi) To distribute Plan documentation in the manner specified by law, LIGHT, and/or the insurer, as applicable, to Member's employees and dependents. The Member agrees to indemnify LIGHT, the Plan, the insurer and their employees, agents, directors, officers and assigns (collectively, the "Indemnitees") and to hold each of them harmless from any and all liabilities, claims, penalties, tax assessments or other obligations which may arise, directly or indirectly, from the Member's failure to comply with its obligations as set forth in this Section 3(xi);

(xii) To annually sign a subgroup application furnished by the Plan verifying compliance with Plan requirements;

(xiii) To authorize LIGHT to act as the Plan Sponsor for the Plan;

(xiv) To authorize the League of Nebraska Municipalities to act as the Plan Administrator for the Plan; and

(xv) To certify that any municipal controlled entity of the Member complies with Sections 3(iv) through 3(xii) of this Agreement in relation to the municipal controlled entity's employees and those employees' dependents and the municipal controlled entity's Plan participation.

Section 4. Services Provided by LIGHT. For and during the Term of this Agreement, LIGHT, acting as the agent for and on behalf of its Members, hereby agrees as follows:

(i) To enter into negotiations with one or more insurance companies for the provision of health, dental, or other insurance coverage;

(ii) To enter into one or more agreements with an insurer for the provision of health, dental,

¹ 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.

or other insurance coverage and to provide the Member with a copy of each said agreement and all amendments thereto as soon as is reasonably possible following their complete execution; and

(iii) To manage the property, business, and affairs of the Plan, including the administration of the Plan.

Section 5. Term and Termination

Section 5.1 Term. Subject to any Renewal Term(s) and unless sooner terminated as provided below, this Agreement shall be for a term commencing on July 1, 2026 or other date, as applicable, and continuing thereafter until June 30, 2027 (the “Initial Term”). This Agreement shall renew automatically for subsequent one year terms (the “Renewal Term(s)”) unless and until (i) a new Agreement is required by LIGHT, (ii) this Agreement is terminated as provided herein, or (iii) notice of non-renewal is provided in accordance with Section 5.2 of this Agreement. The Initial Term and any Renewal Term(s) shall be referred to collectively herein as the “Term” or the “Terms.”

Section 5.2 Notice of Non-Renewal. Notwithstanding anything herein to the contrary, the Member may preclude the automatic renewal described in Section 5.1 of this Agreement by providing written notice to LIGHT at least thirty (30) days prior to the commencement of the Renewal Term.

Section 5.3 Termination. This Agreement may be terminated during its Term as follows:

(i) Voluntary Termination. At any time by mutual written consent of each of the parties, and in compliance with any timeframe stipulated by the insurance company providing the policy for health insurance coverage at the time of termination.

(ii) Involuntary Termination. After due notice and hearing, at any time upon the affirmative vote of a majority of LIGHT’s Board of Directors in the event the Member fails to pay any contribution or assessment to LIGHT, fails to meet the qualifications of Section 1 of this Agreement, fails to comply with the Member obligations of Section 3 of this Agreement, or fails to comply with the laws of the state, rules of the Nebraska Department of Insurance, or Bylaws or Interlocal Agreement of LIGHT.

Section 5.4 Effect of Termination or Expiration on Plan Participation. Participation in the Plan will cease on the date this Agreement terminates or expires. The Member shall remain liable for any costs and obligations incurred by LIGHT while a Member, and for any contractual obligation the Member has entered into with LIGHT on or before the date of termination.

Section 6. Indemnification. The Member hereby agrees to indemnify and hold LIGHT and its officers, directors, employees, agents, and representatives harmless from any and all liabilities, losses, damages, penalties, fines, costs, or expenses (including without limitation court costs and reasonable attorneys’ fees) to the extent the same are incurred in connection with any demand, suit, audit, investigation, or other proceeding and arise out of or relate in whole or in part to: (i) any act or omission of the Member or any of its board members, officers, employees, agents, or representatives which occurs in the course of the Member’s performance of this Agreement; or (ii) failure by the Member to observe or perform any obligation, undertaking, or agreement required to be observed or performed by the Member pursuant hereto. The Member hereby further agrees to indemnify and hold the Plan, LIGHT, and LIGHT’s officers, directors, employees, agents, and representatives harmless from any and all liabilities, losses, damages, penalties, fines, costs, or expenses (including without limitation court costs and reasonable attorneys’ fees) to the extent the same are incurred in connection with any demand, suit, audit, investigation, or other proceeding and arise out of or relate in whole or in part to or that occur as a result of the Member’s failure to comply with applicable law with respect to the Plan.

Section 7. Budgeting and Finance. In the event there are member fees, the Board of Directors of LIGHT will establish a budget covering the operations of LIGHT each year, on an annual basis. LIGHT intends

to obtain the funding for its budget through member fees. The Member acknowledges and agrees that LIGHT may collect such fees to cover its operational expenses in the amount, at the time, and in the manner determined by LIGHT's Board of Directors. To facilitate planning, the estimated amount of funds required annually from each Member will be set by the Board and reflected on Exhibit "A" attached hereto and incorporated by this reference. To the extent the costs and expenses of operating LIGHT are not otherwise paid or provided by these sources, said costs and expenses will be financed by the Members and, unless otherwise agreed in writing, will be prorated based on the ratio of the Member's number of participating employees receiving coverage under the Plan for the immediately preceding calendar year to the aggregate number of total participating employees receiving coverage under the Plan for such year.

Section 8. Amendment. This Agreement may be modified only by a written amendment duly executed by both the Member and LIGHT. No alteration or variation of the terms and conditions of the Agreement shall be valid or binding unless made in writing and signed by both the Member and LIGHT. Every amendment shall specify the date on which its provisions shall be effective.

Section 9. Assignment. Neither the Member nor LIGHT may assign or transfer any of its or their interest, rights, or duties under this Agreement to any person, firm, or entity without prior written consent of the other party to this Agreement, which consent may be granted or withheld by the other party in its sole discretion. In the absence of such written consent, any such assignment or attempted assignment shall be invalid and shall constitute a breach of this Agreement.

Section 10. Governing Law. This Agreement shall be subject to, governed by, and construed according to the laws of the State of Nebraska.

Section 11. Entire Agreement. This written Agreement represents the entire agreement of the parties with respect to the subject matter hereof, and any prior or contemporaneous representations, promises, or statements by the parties that are not expressly incorporated herein or therein shall not serve to vary, contradict, augment, modify, or supplement the terms set forth in this Agreement.

Section 12. Survival. All rights, remedies, obligations, and all covenants and agreements set forth in this Agreement which by their terms require or contemplate performance which is to extend or occur after the expiration or termination of the Agreement shall survive the termination or expiration of the Agreement and shall remain in effect and be enforceable as between the parties hereto in accordance with the terms.

Section 13. Counterparts. This Agreement may be executed in two (2) counterparts, each of which shall constitute an original, and all shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have signed this Agreement fully intending the same to be binding upon themselves and their respective trustees, receivers, successors and permitted assigns.

Employer Member

League Insurance Government Health Team

Name of Employer

By: _____
Signature

By: _____
Signature

Print Name and Title

Date

Print Name and Title

Date

EXHIBIT "A"
Member Fees

Pursuant to Section 7 of this Agreement, Member fees for the Plan Year beginning July 1, 2026 will be One dollar and Fifty cents (\$1.50) per month for the Plan Year for each municipal employee and municipal controlled entity employee covered under the Plan. LIGHT will notify the Members of the amount of the Member fees determined by the Board prior to each subsequent Plan Year.

**LEAGUE INSURANCE GOVERNMENT HEALTH TEAM
MEMBERSHIP AGREEMENT**

This Agreement is entered into by and between the League Insurance Government Health Team (“LIGHT”) and _____ (the “Member”), a Nebraska employer, for participation in LIGHT and the LIGHT Member Health Plan (the “Plan”), for coverage effective July 1, ~~2025~~2026 or other date, as applicable. Membership in LIGHT shall make health insurance coverage available for the Member’s eligible employees and dependents who participate under the Plan. In consideration of mutual promises, the undersigned parties agree as follows:

Section 1. Membership. The undersigned employer hereby agrees to become a member of LIGHT (a “Member”) upon and subject to the terms and conditions of the League Insurance Government Health Team Interlocal Agreement (the “Interlocal Agreement”), Bylaws of LIGHT, and this Agreement for and during the term of this Agreement.

In order to qualify for membership, the undersigned employer represents that it meets all of the following qualifications:

- (i) Is a city or village in the State of Nebraska;
- (ii) Constitutes an employer as defined under ERISA § 3(5);
- (iii) Employs in the State of Nebraska at least one common law employee;
- (iv) Is a dues-paying member in good standing with the League of Nebraska Municipalities; and
- (v) Elects to participate in the Plan and executes a Plan subgroup application, which is incorporated by this reference.

Section 2. Agreement with Respect to Formation and Existence of LIGHT. The Member acknowledges and agrees that LIGHT is an entity that has been formed by constituent members, and as such, is and shall have such powers as are set forth its Interlocal Agreement and Bylaws.

Section 3. Member Obligations. For and during the Term of this Agreement, the Member agrees as follows:

- (i) To maintain its status as a qualified Member under the provisions of Section 1 of this Agreement and to notify the LIGHT Board of Directors as soon as the Member has knowledge that it no longer meets the qualifications under Section 1 of this Agreement;
- (ii) To comply with the Interlocal Agreement and Bylaws of LIGHT as the same now exist or may from time to time hereinafter be amended;
- (iii) To maintain a membership in good standing with the League of Nebraska Municipalities;
- (iv) To comply with all administrative requirements and procedures of the Plan, including, but not limited to, continuation coverage under state or federal law;
- (v) To notify the insurer timely and accurately within thirty (30) days of any change to the name; address; eligibility for coverage, including, but not limited to, any changes to the eligibility of a Member’s employee who fails to satisfy the “actively-at-work” requirement or minimum weekly working hours

requirement;¹ or other change to enrollment of the Member, the Member's employee, or the Member's employee's dependent;

(vi) To provide any and all data, documents, and information, including enrollment and eligibility information, which LIGHT, its agents, or its consultants may from time to time require in order for LIGHT to administer the Plan;

(vii) To cooperate with LIGHT in all matters related to LIGHT's administration of the Plan including, but not limited to, cooperating with any and all Plan audits by LIGHT or the insurer, and completing any and all certifications received by the Member from LIGHT or the insurer for the purpose of verifying a Member's eligibility, a Member's employee's eligibility, or a Member's employee's dependent's eligibility to participate in the Plan;

(viii) To comply with the terms and conditions of the Plan as the same may from time to time be amended and modified;

(ix) To make payment of premiums and any fees for Plan coverage or operational expenses pursuant to the terms and conditions determined by the insurer for the Plan;

(x) To make payment of any fees approved by the Board to fund the operation of LIGHT;

(xi) To distribute Plan documentation in the manner specified by law, LIGHT, and/or the insurer, as applicable, to Member's employees and dependents. The Member agrees to indemnify LIGHT, the Plan, the insurer and their employees, agents, directors, officers and assigns (collectively, the "Indemnitees") and to hold each of them harmless from any and all liabilities, claims, penalties, tax assessments or other obligations which may arise, directly or indirectly, from the Member's failure to comply with its obligations as set forth in this Section 3(xi);

(xii) To annually sign a subgroup application furnished by the Plan verifying compliance with Plan requirements;

(xiii) To authorize LIGHT to act as the Plan Sponsor for the Plan;

(xiv) To authorize the League of Nebraska Municipalities to act as the Plan Administrator for the Plan; and

(xv) To certify that any municipal controlled entity of the Member complies with Sections 3(iv) through 3(xii) of this Agreement in relation to the municipal controlled entity's employees and those employees' dependents and the municipal controlled entity's Plan participation.

Section 4. Services Provided by LIGHT. For and during the Term of this Agreement, LIGHT, acting as the agent for and on behalf of its Members, hereby agrees as follows:

(i) To enter into negotiations with one or more insurance companies for the provision of health, dental, or other insurance coverage;

(ii) To enter into one or more agreements with an insurer for the provision of health, dental, or other insurance coverage and to provide the Member with a copy of each said agreement and all amendments

¹ 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.

thereto as soon as is reasonably possible following their complete execution; and

(iii) To manage the property, business, and affairs of the Plan, including the administration of the Plan.

Section 5. Term and Termination

Section 5.1 Term. Subject to any Renewal Term(s) and unless sooner terminated as provided below, this Agreement shall be for a term commencing on July 1, ~~2025~~2026 or other date, as applicable, and continuing thereafter until June 30, ~~2026~~2027 (the “Initial Term”). This Agreement shall renew automatically for subsequent one year terms (the “Renewal Term(s)”) unless and until (i) a new Agreement is required by LIGHT, (ii) this Agreement is terminated as provided herein, or (iii) notice of non-renewal is provided in accordance with Section 5.2 of this Agreement. The Initial Term and any Renewal Term(s) shall be referred to collectively herein as the “Term” or the “Terms.”

Section 5.2 Notice of Non-Renewal. Notwithstanding anything herein to the contrary, the Member may preclude the automatic renewal described in Section 5.1 of this Agreement by providing written notice to LIGHT at least thirty (30) days prior to the commencement of the Renewal Term.

Section 5.3 Termination. This Agreement may be terminated during its Term as follows:

(i) Voluntary Termination. At any time by mutual written consent of each of the parties, and in compliance with any timeframe stipulated by the insurance company providing the policy for health insurance coverage at the time of termination.

(ii) Involuntary Termination. After due notice and hearing, at any time upon the affirmative vote of a majority of LIGHT’s Board of Directors in the event the Member fails to pay any contribution or assessment to LIGHT, fails to meet the qualifications of Section 1 of this Agreement, fails to comply with the Member obligations of Section 3 of this Agreement, or fails to comply with the laws of the state, rules of the Nebraska Department of Insurance, or Bylaws or Interlocal Agreement of LIGHT.

Section 5.4 Effect of Termination or Expiration on Plan Participation. Participation in the Plan will cease on the date this Agreement terminates or expires. The Member shall remain liable for any costs and obligations incurred by LIGHT while a Member, and for any contractual obligation the Member has entered into with LIGHT on or before the date of termination.

Section 6. Indemnification. The Member hereby agrees to indemnify and hold LIGHT and its officers, directors, employees, agents, and representatives harmless from any and all liabilities, losses, damages, penalties, fines, costs, or expenses (including without limitation court costs and reasonable attorneys’ fees) to the extent the same are incurred in connection with any demand, suit, audit, investigation, or other proceeding and arise out of or relate in whole or in part to: (i) any act or omission of the Member or any of its board members, officers, employees, agents, or representatives which occurs in the course of the Member’s performance of this Agreement; or (ii) failure by the Member to observe or perform any obligation, undertaking, or agreement required to be observed or performed by the Member pursuant hereto. The Member hereby further agrees to indemnify and hold the Plan, LIGHT, and LIGHT’s officers, directors, employees, agents, and representatives harmless from any and all liabilities, losses, damages, penalties, fines, costs, or expenses (including without limitation court costs and reasonable attorneys’ fees) to the extent the same are incurred in connection with any demand, suit, audit, investigation, or other proceeding and arise out of or relate in whole or in part to or that occur as a result of the Member’s failure to comply with applicable law with respect to the Plan.

Section 7. Budgeting and Finance. In the event there are member fees, the Board of Directors of LIGHT will establish a budget covering the operations of LIGHT each year, on an annual basis. LIGHT intends

to obtain the funding for its budget through member fees. The Member acknowledges and agrees that LIGHT may collect such fees to cover its operational expenses in the amount, at the time, and in the manner determined by LIGHT's Board of Directors. To facilitate planning, the estimated amount of funds required annually from each Member will be set by the Board and reflected on Exhibit "A" attached hereto and incorporated by this reference. To the extent the costs and expenses of operating LIGHT are not otherwise paid or provided by these sources, said costs and expenses will be financed by the Members and, unless otherwise agreed in writing, will be prorated based on the ratio of the Member's number of participating employees receiving coverage under the Plan for the immediately preceding calendar year to the aggregate number of total participating employees receiving coverage under the Plan for such year.

Section 8. Amendment. This Agreement may be modified only by a written amendment duly executed by both the Member and LIGHT. No alteration or variation of the terms and conditions of the Agreement shall be valid or binding unless made in writing and signed by both the Member and LIGHT. Every amendment shall specify the date on which its provisions shall be effective.

Section 9. Assignment. Neither the Member nor LIGHT may assign or transfer any of its or their interest, rights, or duties under this Agreement to any person, firm, or entity without prior written consent of the other party to this Agreement, which consent may be granted or withheld by the other party in its sole discretion. In the absence of such written consent, any such assignment or attempted assignment shall be invalid and shall constitute a breach of this Agreement.

Section 10. Governing Law. This Agreement shall be subject to, governed by, and construed according to the laws of the State of Nebraska.

Section 11. Entire Agreement. This written Agreement represents the entire agreement of the parties with respect to the subject matter hereof, and any prior or contemporaneous representations, promises, or statements by the parties that are not expressly incorporated herein or therein shall not serve to vary, contradict, augment, modify, or supplement the terms set forth in this Agreement.

Section 12. Survival. All rights, remedies, obligations, and all covenants and agreements set forth in this Agreement which by their terms require or contemplate performance which is to extend or occur after the expiration or termination of the Agreement shall survive the termination or expiration of the Agreement and shall remain in effect and be enforceable as between the parties hereto in accordance with the terms.

Section 13. Counterparts. This Agreement may be executed in two (2) counterparts, each of which shall constitute an original, and all shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have signed this Agreement fully intending the same to be binding upon themselves and their respective trustees, receivers, successors and permitted assigns.

Employer Member

League Insurance Government Health Team

Name of Employer

By: _____
Signature

By: _____
Signature

Print Name and Title

Date

Print Name and Title

Date

EXHIBIT "A"
Member Fees

Pursuant to Section 7 of this Agreement, Member fees for the Plan Year beginning July 1, ~~2025~~2026 will be One dollar and Fifty cents (\$1.50) per month for the Plan Year for each municipal employee and municipal controlled entity employee covered under the Plan. LIGHT will notify the Members of the amount of the Member fees determined by the Board prior to each subsequent Plan Year.

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Service Agreement

This Service Agreement (this “Agreement”) dated the 1st day of July, 2026 (the “Effective Date”) is made and entered into by and between Apex Engagement Solutions, LLC, a Delaware limited liability company (“Apex”), and League Insurance Government Health Team (LIGHT) (“Client”). Client negotiates and contracts for certain welfare benefits coverage on behalf of its members, which are Nebraska municipalities (its “Members”). Client has the authority to negotiate and to contract for services related to welfare benefits coverage on behalf of its Members. For and in consideration of the premises, and the mutual promises set forth in this Agreement, Apex and Client hereby agree as follows:

1) SERVICE

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

2) CLIENT RESPONSIBILITIES

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

3) COMPENSATION

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

4) CONFIDENTIALITY AND HIPAA COMPLIANCE

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

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

b) The parties acknowledge that a breach by either party of Section 4(a) will give rise to irreparable injury to the other party, inadequately compensable in damages. Accordingly, each party hereby consents to the other party seeking injunctive relief against the breach or threatened breach of the undertakings of the parties contained in Section 4(a). The parties further agree that such an order enjoining a party may be issued pending final determination thereof, without the requirement to post bond.

c) Each party agrees that it will comply with the Health Insurance Portability and Accountability Act of 1996 and the regulation promulgated thereunder, all as amended from time to time (collectively, "HIPAA") and the HITECH Act, Subtitle D of the American Recovery and Reinvestment Act of 2009 and its implementing regulations (collectively, "HITECH").

5) RIGHTS IN WORK PRODUCT & OWNERSHIP OF DATA

a) Apex acknowledges that Client owns all right, title and interest in and to all employee and source data provided to Apex ("Data"). Except as expressly provided in this Agreement, Apex shall not sell, transfer, publish, disclose, display, license or otherwise make available to others any part of the Data or copies thereof.

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

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

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

6) TERM AND TERMINATION

- a) The term of this Agreement will be the period beginning on the Effective Date and ending on June 30, 2027 ("Annual Benefit Effective Date"). Upon termination of the initial term, this Agreement will be automatically extended for additional successive 12 month terms that cover enrollment services during open enrollment for the successive annual enrollment period (typically enrolled in previous term year) through the last calendar day before next Annual Benefit Effective Date. Apex will only provide annual enrollment support during each term of this Agreement. If a party seeks to give termination to the other party, it must do so in writing at least sixty (60) days prior to the end of the then current term.
- b) Either party may terminate this Agreement if the other party materially breaches any provision(s) of this Agreement, and fails to cure such default with thirty (30) days after receiving written notice specifying the default, or with respect to those defaults that cannot be reasonably be cured within thirty (30) days, promptly to commence curing such default and thereafter proceed with due diligence to cure the default; provided, however, that if Apex has provided the Services described in Exhibit A for the then current benefit plan year ("Plan Year") and not imposed a fee pursuant to Section 3(a), then Apex shall continue to receive compensation pursuant to Section 3(a) through the end of such current Plan year.

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

7) REPRESENTATIONS AND WARRANTIES

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

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

8) INDEMNIFICATION

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

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

- b) Client agrees, at its expense, to indemnify and hold harmless Apex and its affiliates, and each of their respective officers, directors, employees and subcontractors, and their respective successors and assigns (collectively the "Apex Group") from and against all damages, claims, liabilities, costs and expenses, including reasonable attorneys' fees, Claims to the extent arising out of or resulting from: (i) any negligence, fraud, willful misconduct or breach by Client Group of any of its (or their) covenants, representations or warranties under this Agreement including without limitation any Client Responsibilities, (ii) Apex Group's use or possession of the Data; and (iii) any Claim against Apex Group arising from providing Services under this Agreement (except to the extent to Apex's gross negligence, fraud, or willful misconduct).

- c) In the event of any occurrence which may constitute grounds for indemnification under Section 8(a) or 8(b), the party seeking indemnification agrees: (i) to notify the other party promptly of any occurrence with respect to which indemnification is sought; (ii) to reasonably cooperate with the indemnifying party in the defense of any claim with respect to which indemnification is sought; (iii) to tender to the indemnifying party the right to assume and control the defense of any claim with respect to which indemnification is being sought; and (iv) not to cause or contribute to any occurrence, nor to take any action or fail to take any action, which causes, contributes to or increases the indemnifying party's liability hereunder.

9) MARKETING

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

10) LIMITATION OF LIABILITY

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

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

11) MISCELLANEOUS

a) Waiver. Neither party hereto shall be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by an authorized representative of the party purportedly waiving said rights or remedies.

b) Notices. Whenever, under the terms of this Agreement, written notice is required or permitted to be given, such notice shall be deemed to have been delivered upon receipt if delivered personally or by confirmed facsimile, or on the third business day after such notice is deposited with the United States Postal Service in a properly stamped envelope, certified mail, return receipt requested, addressed to the party to whom it is to be given at the address set forth below:

TO APEX:

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

To:

Client Name: League Insurance Government Health Team (LIGHT)

Address: 206 S. 13th Street, Suite 800

City, State, Zip: Lincoln, NE 68508

c) Force Majeure. Either party shall be excused from the performance of its obligations under this Agreement, except a party's obligation to pay amounts due hereunder and any delay or failure in performance by such party shall not be grounds for termination of this Agreement or give rise to any liability for damages to the extent that such party is prevented from performing due to causes that are beyond its control, including, but not limited to, acts of any government or regulatory body (whether civil or military, domestic or foreign) fires, explosions, floods, earthquakes or other natural or man-made disasters, epidemics, pandemics (including without limitation SARS-COV-2 ("COVID 19"), sabotage, wars, riots, civil disturbances, strikes, lockouts, labor disputes, loss of electrical or other power or telecommunications equipment or line failures (each a "Force Majeure Event").

d) Severability. In the event that any provision or party of this Agreement is held to be unenforceable, the remainder of this Agreement shall continue in effect.

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

- j) Governing Law and Venue. Unless preempted by federal law, this Agreement will be governed by and construed in accordance with the laws of the state of Nebraska, without regard to its conflict of law principles. Any suit or proceeding hereunder shall be brought exclusively in a court of competent jurisdiction situated in Lancaster County, Nebraska.
- k) Document Retention Policy. Apex has instituted a document retention policy for all Clients and participant Data that is received via "hard-copy". All documents, unless prohibited by law, are digitized immediately upon receipt and kept for three (3) months. After three months, all documents are destroyed unless prohibit by law. All digitized documents will be kept until the earlier of 7 years or Client termination.
- l) Survival. The provisions of Sections 4, 5, 8, 10, and 11 shall survive any expiration or termination of this Agreement.
- m) No Third-Party Beneficiaries. The parties agree that this Agreement is for the benefit of the parties hereto only and is not intended to confer any legal rights or benefits on any third party, and that there are no third-party beneficiaries to this Agreement or any part or specific provision of this Agreement.
- n) Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes in all respects all prior proposals, negotiations, conversations, discussions and agreements between the parties concerning the subject matter hereof.

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

League Insurance Government Health Team (LIGHT)

By: _____

Name: _____

Title: _____

Apex Engagement Solutions, LLC

By: 

Name: Gwendolyn Ingl

Title: Sole Member & Manager

Exhibit A - Apex Service Level Solution

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

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

Exhibit B

Client Responsibilities

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

Exhibit C - Census Template

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

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

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

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

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

Business Associate Agreement

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

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

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

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

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

BACKGROUND

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

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

AGREEMENT

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

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

- F. "HHS" means the U.S. Department of Health and Human Services.
- G. "HIPAA Rules" means the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR Part 160 and Part 164, as amended from time to time, and any related regulations promulgated by HHS.
- H. "Individual" has the same meaning given to that term in 45 CFR §160.103 and includes a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- I. "Protected Health Information" or "PHI" has the meaning given to the term "protected health information" in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- J. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- K. "Unsecured Protected Health Information" or "Unsecured PHI" means any "protected health information" as defined in 45 CFR § 160.103 that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the HHS Secretary in the guidance codified at 42 USC §17932(h).

2. Use and Disclosure of PHI.

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

Breach.

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

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

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

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

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

11. Accounting Disclosures.

- A. Business Associate will document any disclosures of PHI made by it to account for such disclosures as required by 45 CFR §164.528(a). Business Associate also will make available information related to such disclosures as would be required for Covered Entity to respond to a request for an accounting of disclosures in accordance with 45 CFR §164.528. At a minimum, Business Associate will furnish Covered Entity the following with respect to any covered disclosures by Business Associate: (i) the date of disclosure of PHI; (ii) the name of the entity or person who received PHI, and, if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure which includes the basis for such disclosure.
- B. Business Associate will furnish to Covered Entity information collected in accordance with this Section 11, within ten business days after written request by Covered Entity, to permit Covered Entity to make an accounting of disclosures as required by 45 CFR §164.528, or in the event that Covered Entity elects to provide an Individual with a list of its business associates, Business Associate will provide an accounting of its disclosures of PHI upon request of the Individual, if and to the extent that such accounting is required under the HIPAA Rules.
- C. In the event an Individual delivers the initial request for an accounting directly to Business Associate, Business Associate will within ten business days forward such request to Covered Entity.

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

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

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

- A. Notify Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
 - B. Notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
 - C. Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
 - D. Except for Data Aggregation or management and administrative activities of Business Associate, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.
14. Data Ownership. Business Associate's data stewardship does not confer data ownership rights on Business Associate with respect to any data shared with it under the Agreement, including any and all forms thereof.
15. Term and Termination.
- A. This BAA will become effective on the date first written above, and will continue in effect until all obligations of the Parties have been met under the Agreement and under this BAA.
 - B. Covered Entity may terminate immediately this BAA, the Agreement, and any other related agreements if Covered Entity makes a determination that Business Associate has breached a material term of this BAA and Business Associate has failed to cure that material breach, to Covered Entity's reasonable satisfaction, within 30 days after written notice from Covered Entity. Covered Entity may report the problem to the Secretary of HHS if termination is not feasible.
 - C. If Business Associate determines that Covered Entity has breached a material term of this BAA, then Business Associate will provide Covered Entity with written notice of the existence of the breach and shall provide Covered Entity with 30 days to cure the breach. Covered Entity's failure to cure the breach within the 30-day period will be grounds for immediate termination of the Agreement and this BAA by Business

Associate. Business Associate may report the breach to HHS.

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

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

17. Effect of BAA.

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

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

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

- A. If to Covered Entity, to: League Insurance Government Health Team (LIGHT)
League Insurance Government Health Team (LIGHT)
Attn: Lynn Rex, T: 402.476.2829, lynnr@lonm.org
Address: 206 S. 13th Street, Suite 800
City, State, Zip: Lincoln, NE 68508
- B. If to Business Associate, to: Apex Engagement Solutions, LLC
Attn: Bryan Inglis

T: 210-386-7058

E: BInglis@apexenrolls.com

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

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

[Signature Page Follows]



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

By: _____

Name: _____

Title: _____

By: _____

Name: Bryan Inglis

Title: SVP, Director, Benefits Enrollment & Engagement

**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, 2026 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. “LIGHT Benefit Administrator” means Alliant Insurance Services, Inc.
 - 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. “LIGHT Consultant” means McInnes Maggart Consulting Group, LLC, or such replacement consultant as LIGHT shall designate in writing to BCBSNE. At times, LIGHT Consultant may be acting as an Agent of Record to a Subgroup.
 - F. “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, 2026.

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 (McInnes Maggart Consulting Group, LLC) compensation equal to \$6 per contract per month (PCPM) for medical coverage 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, 2026.
 - B. BCBSNE will pay each Insurance Producer which is the current broker of record for a Subgroup \$30 per contract per month (PCPM) for medical coverage, subject to the terms and conditions set forth in the Single Case Commission Agreement and any relevant schedules thereto, effective July 1, 2026.
 - C. BCBSNE will pay the LIGHT Benefit Administrator (Alliant Insurance Services, Inc.) compensation equal to \$2.00 per contract per month (PCPM) for dental coverage 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, 2026.
 - D. BCBSNE will pay each Insurance Producer which is the current broker of record for a Subgroup \$5 per contract per month (PCPM) for dental coverage, subject to the terms and conditions set forth in the Single Case Commission Agreement and any relevant schedules thereto, effective July 1, 2026.

- E. Prior to LIGHT's annual renewal, or if LIGHT elects to change the LIGHT Consultant (McInnes Maggart Consulting Group, LLC) 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 (McInnes Maggart Consulting Group, LLC), 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 (McInnes Maggart Consulting Group, LLC) 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 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 Member elects to allow Municipal Controlled Entity employees to participate in the Plan, LIGHT, with the counsel of its advisors and in coordination with BCBSNE, will determine which of the following courses will be utilized:
 1. 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 BCBSNE rate/premium quote and minimum participation requirements. The Municipal Controlled Entity will not execute a separate BCBSNE participation agreement and subgroup application.
 2. The Municipal Controlled Entity employees are considered separately from the municipality’s employees for purposes of BCBSNE rate/premium quote and minimum participation requirements. A Municipal Controlled Entity may be considered separately in situations where its employees are

part of a separate group of similarly situated employees from the municipality's employees, based on different occupations, different geographic locations, and/or other similar bona fide employment-based classifications. In those circumstances, the Municipal Controlled Entity may be required to execute a separate BCBSNE participation agreement or 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.

1. 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, Nursing Home, Care Center, 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, and any Municipal Controlled Entity 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 36 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. If BCBSNE decides to exercise that right to re-rate under this section, within 90 days prior to taking any such action, it will promptly notify LIGHT of BCBSNE’s intention to re-rate.
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. If BCBSNE decides to exercise that right to re-rate under this section, within 90 days prior to taking any such action, it will promptly notify LIGHT of BCBSNE’s intention to re-rate 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 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. MEDICAL 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 one or more employees enrolled in the BCBSNE - LIGHT medical coverage.

- B. A Subgroup is not required to provide a minimum contribution toward the cost of dental coverage. The Subgroup can elect to contribute from 0% up to 100% of the Employee Only or Employee & Family/Spouse/Child(ren) rates.
- C. There must be 50% net participation by all eligible employees and dependents in each insured member Subgroup which has elected dental coverage. Groups with dental coverage offered by BCBSNE prior to July 1, 2026 will not be required to meet the 50% net participation requirement for dental coverage.
- D. Waiting periods will not be enforced for Subgroups adding dental coverage.
- E. Subgroups will be required to maintain dental coverage for 12 months.
- F. Subgroups that cancel their dental coverage will not be able to add dental coverage to their plan for a period of 36 months.
- 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 not use or disclose PHI potentially related to Reproductive Health Care for the purposes specified in 45 C.F.R. § 165.512(d) (health oversight activities), (e) (judicial and administrative proceedings), (f) (law enforcement purposes), or (g)(1) (disclosures about decedents to coroners and medical examiners) without first obtaining a valid attestation under 45 CFR § 164.509 from the person requesting such use or disclosure and complying with all applicable conditions of 45 Part 164, as required by 45 CFR § 164.509(a). “Reproductive Health Care” shall have the same meaning as the term

“reproductive health care” in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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).

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

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

End of Document.

4901-7322-5366, v. 2

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, ~~2025~~2026 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. “LIGHT Benefit Administrator” means Alliant Insurance Services, Inc.
 - 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. “LIGHT Consultant” means McInnes Maggart Consulting Group, LLC, or such replacement consultant as LIGHT shall designate in writing to BCBSNE. At times, LIGHT Consultant may be acting as an Agent of Record to a Subgroup.
 - F. “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, ~~2025~~2026.

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-<u>LIGHT non-LIGHT</u> 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 (McInnes Maggart Consulting Group, LLC) compensation equal to \$6 per contract per month (PCPM) for medical coverage 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, ~~2025~~2026.
 - B. BCBSNE will pay each Insurance Producer which is the current broker of record for a Subgroup \$30 per contract per month (PCPM) for medical coverage, subject to the terms and conditions set forth in the Single Case Commission Agreement and any relevant schedules thereto, effective July 1, ~~2025~~2026.
 - C. BCBSNE will pay the LIGHT Benefit Administrator (Alliant Insurance Services, Inc.) compensation equal to \$2.00 per contract per month (PCPM) for dental coverage 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, ~~2025~~2026.
 - D. BCBSNE will pay each Insurance Producer which is the current broker of record for a Subgroup \$5 per contract per month (PCPM) for dental coverage, subject to the terms and conditions set forth in the Single Case Commission Agreement and any relevant schedules thereto, effective July 1, ~~2025~~2026.

- E. Prior to LIGHT's annual renewal, or if LIGHT elects to change the LIGHT Consultant (McInnes Maggart Consulting Group, LLC) 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 (McInnes Maggart Consulting Group, LLC), 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 (McInnes Maggart Consulting Group, LLC) 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

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 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 Member elects to allow Municipal Controlled Entity employees to participate in the Plan, LIGHT, with the counsel of its advisors and in coordination with BCBSNE, will determine which of the following courses will be utilized:
 1. 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 BCBSNE rate/premium quote and minimum participation requirements. The Municipal Controlled Entity will not execute a separate BCBSNE participation agreement and subgroup application.
 2. The Municipal Controlled Entity employees are considered separately from the municipality’s employees for purposes of BCBSNE rate/premium quote and minimum participation requirements. A Municipal Controlled Entity may be considered separately in situations where its employees are

~~2.~~ part of a separate group of similarly situated employees from the municipality's employees, based on different occupations, different geographic locations, and/or other similar bona fide employment-based classifications. In those circumstances, the Municipal Controlled Entity may be required to execute a separate BCBSNE participation agreement or 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.

1. 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, Nursing Home, Care Center, 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, and any Municipal Controlled Entity 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 36 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. If BCBSNE decides to exercise that right to re-rate under this section, within 90 days prior to taking any such action, it will promptly notify LIGHT of BCBSNE’s intention to re-rate.
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. If BCBSNE decides to exercise that right to re-rate under this section, within 90 days prior to taking any such action, it will promptly notify LIGHT of BCBSNE’s intention to re-rate 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 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

~~3~~-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~~ 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. MEDICAL 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 one or more employees enrolled in the BCBSNE - LIGHT medical coverage.

- B. A Subgroup is not required to provide a minimum contribution toward the cost of dental coverage. The Subgroup can elect to contribute from 0% up to 100% of the Employee Only or Employee & Family/Spouse/Child(ren) rates.
- C. There must be 50% net participation by all eligible employees and dependents in each insured member Subgroup which has elected dental coverage. Groups with dental coverage offered by BCBSNE prior to July 1, ~~2025~~2026 will not be required to meet the 50% net participation requirement for dental coverage.
- D. Waiting periods will not be enforced for Subgroups adding dental coverage.
- E. Subgroups will be required to maintain dental coverage for 12 months.
- F. 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~~36 months.
- ~~G. Subgroups that cancel their dental coverage in violation of paragraph E above will not be permitted to add dental coverage for a period of 2 years.~~
- G. ~~H.~~ 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 not use or disclose PHI potentially related to Reproductive Health Care for the purposes specified in 45 C.F.R. § 165.512(d) (health oversight activities), (e) (judicial and administrative proceedings), (f) (law enforcement purposes), or (g)(1) (disclosures about decedents to coroners and medical examiners) without first obtaining a valid attestation under 45 CFR § 164.509 from the person requesting such use or disclosure and complying with all applicable conditions of 45 Part 164, as required

by 45 CFR § 164.509(a). “Reproductive Health Care” shall have the same meaning as the term “reproductive health care” in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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

~~10.~~ 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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).

16. 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.

17. 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.

18. 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

~~18.~~ 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

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

End of Document.

~~4920-5762-9763, v. 7~~[4901-7322-5366, 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, but which may be changed from time to time, 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, 2026, 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 Street
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.

4927-6620-6638, 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, but which may be changed from time to time, 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, ~~2025~~2026, 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 Street
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



Old Logo removed



New Logo added

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.

~~4910-4324-9987, v. 2~~[4927-6620-6638, v. 1](#)

CONSULTING SERVICES AGREEMENT

McInnes Maggart Consulting Group, LLC
McInnes Group, Inc.

THIS AGREEMENT, made this 1st day of July, 2026, (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, short-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, 2027 (the “2026/2027 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 2026/2027 Period unless terminated by either party in writing two (2) months prior to the end of the 2026/2027 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, 2026.
- (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, 2026.

b. Dental Plan Compensation:

- (i) MGI will receive compensation directly from the carrier up 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, 2026.

c. Life, Long Term Disability, and Vision Plan Compensation: MMGC will receive base commission directly from the carrier equal to ten percent (10%) 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 ten percent (10%) 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 2026/2027 Period, MMGC and MGI shall be responsible for the following payment: (x) to WEX Health, Inc. for COBRA administration costs, pursuant to the terms of the WEX 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: _____

By: _____

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

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, ~~2025~~2026, (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, short-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, ~~2026~~2027 (the "~~2025~~/2026/2027 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 ~~2025/2026~~/2027 Period unless terminated by either party in writing two (2) months prior to the end of the ~~2025/2026~~/2027 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, ~~2025~~2026.
 - (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, ~~2025~~2026.
 - b. Dental Plan Compensation:
 - (i) MGI will receive compensation directly from the carrier up 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, ~~2025~~2026.
 - c. Life, Long Term Disability, and Vision Plan Compensation: MMGC will receive base commission directly from the carrier equal to ten percent (10%) 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 ten percent (10%) 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 ~~2025/2026~~/2027 Period, MMGC and MGI shall be responsible for the following payment: (x) to WEX Health, Inc. for COBRA administration costs, pursuant to the terms of the WEX 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.

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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
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R. Paul Lambert
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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

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