



REVISED NOTICE
Meeting of the Board of Directors of the
League Insurance Government Health Team (LIGHT)
by virtual conferencing
May 1, 2023, at 11 a.m. CT/10 a.m. MT

PLEASE TAKE NOTICE that on **Monday, May 1, 2023, at 11 a.m. CT/10 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 City of Ashland Council Chambers at 2304 Silver Street, Ashland, Nebraska, 68003, is open for attendance by the public during the meeting. LIGHT Board Member Jessica Quady, or her designee, will inform the public about the location of the copy of the Open Meetings Act which is accessible to members of the public at the City of Ashland Council Chambers. A notice of this meeting with the agenda and other materials are available at this location with a copy of the Open Meetings Act posted.

You may join the meeting by Zoom via Computer, Smart Device or Telephone <https://us06web.zoom.us/j/85332131206?pwd=OC8vVllqWlhTeVNyamtTUEpzYUcyZz09> or via phone at 877-853-5257. The Meeting ID is 853 3213 1206 and the Passcode is 760098.

On **April 27, 2023**, notice of this meeting with the agenda and other materials were sent to all LIGHT members and the LIGHT Board of Directors. Notice of this meeting with the agenda and other materials are available for public inspection at 1335 L Street, in Lincoln, Nebraska and posted with the following links kept continually current: an electronic copy of the agenda, all documents being considered at the meeting, with a link to the current version of the Open Meetings Act are on the website of the League of Nebraska Municipalities – www.lonm.org/light/.



REVISED AGENDA
Meeting of the Board of Directors of the
League Insurance Government Health Team (LIGHT)
by virtual conferencing
May 1, 2023, at 11 a.m. CT/10 a.m. MT

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

Join the meeting by Zoom via Computer, Smart Device or Telephone <https://us06web.zoom.us/j/85332131206?pwd=OC8vVllqWlhTeVNyamtTUEpzYUcyZz09> or via phone at 877-853-5257. The Meeting ID is 853 3213 1206 and the Passcode is 760098.

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. 11 a.m. CT/10 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 **April 27, 2023**, a notice of this meeting with the agenda and other materials were sent to all LIGHT members and the LIGHT Board of Directors. Notice of this meeting with the agenda and other materials were available for public inspection at 1335 L Street, in Lincoln, Nebraska, and also posted with the following link kept continually current: an electronic copy of the agenda and all documents being considered at the meeting, with a link to the current version of the Open Meetings Act are on the website of the League of Nebraska Municipalities – www.lonm.org/light/.
- d. The City of Ashland Council Chambers at 2304 Silver Street, Ashland, Nebraska, 68003, is open for attendance by the public during the meeting. LIGHT Board Member Jessica Quady, or her designee, will inform the public about the location of the copy of the Open Meetings Act which is accessible to members of the public at the City of Ashland Council Chambers. A notice of this meeting with the agenda

and other materials are available at this location with a copy of the Open Meetings Act posted.

- e. Public comment on any agenda item(s): Pursuant to the Open Meetings Act, the LIGHT Board Chair reserves the right to limit comments on agenda items. In accordance with the Open Meetings Act, there is no time limit on comments made by members of the LIGHT Board of Directors.
 - f. Pledge of Allegiance to the Flag of the United States of America.
2. **Consider a motion to approve the minutes of the April 5, 2023, Meeting of the LIGHT Board of Directors.**
See pages 5-8
 3. **Consider a motion to authorize and direct either the Chairperson or Vice Chairperson of LIGHT to execute, on behalf of LIGHT, the Group Health Insurance Administration Agreement with BCBSNE, along with any subsequent technical revisions recommended by counsel.**
See pages 9-27 (See yellow highlighted revisions on pages 22 and 23)
 4. **Consider a motion to authorize and direct either the Chairperson or Vice Chairperson of LIGHT to executive, on behalf of LIGHT, the Servicemarks License and Management Services Agreement with the League of Nebraska Municipalities and BCBSNE, along with any subsequent technical revisions recommended by counsel.**
See pages 28-34
 5. **Consider a motion to authorize and direct either the Chairperson or Vice Chairperson of LIGHT to execute, on behalf of LIGHT, the Consulting Services Agreement with McInnes Maggart Consulting Group, LLC and McInnes Group, Inc., which provides brokerage and consulting services, along with any subsequent technical revisions recommended by counsel.**
See pages 35-40
 6. **Consider a motion to approve the 2023 LIGHT Membership Agreement, along with any subsequent technical revisions recommended by counsel.**
See pages 41-45 (See yellow highlighted revisions on pages 41 and 43)
 7. **Consider a motion authorizing the Chairperson or Vice Chairperson of LIGHT, or the LIGHT Administrator to execute/countersign the following on behalf of the LIGHT Board of Directors:**
 - a. Interlocal Agreement for each municipality joining LIGHT; and
 - b. LIGHT Membership Agreement for each municipality joining LIGHT.
 8. **Consider a motion to acknowledge the execution of the BCBSNE Master Group Application by the Chairperson of LIGHT pursuant to the Board's approval on April 5, 2023, of the 2023 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, 2023, through June 30, 2024.**
See pages 46-54

9. Consider a motion to approve the 2023 renewal of the COBRA Administrative Services Agreement and any related agreements with Wex Health, Inc., which provides COBRA administrative services for the LIGHT members and the LIGHT Member Health Plan.
See pages 55-87
10. Consider a motion to authorize either the Chairperson or Vice Chairperson of LIGHT to enter into and execute, on behalf of LIGHT, all contracts, bids, deeds and conveyances of every kind and other instruments for implementing the service contracts to carry out the business and purposes of LIGHT.
11. Consider a motion to authorize the marketing and use of LIGHT's logo by McInnes Maggart Consulting Group on an enhanced Long Term Disability plan option, enhanced Dental plan option and a new Short Term Disability plan to the ancillary plan offerings from Mutual of Omaha.
See pages 88-101
12. Discuss the date for the next meeting of the LIGHT Board of Directors.
13. Consider a motion to adjourn.

MINUTES
Meeting of the Board of Directors of the
League Insurance Government Health Team (LIGHT)
by virtual conferencing
April 5, 2023, at 9:30 a.m. CT/8:30 a.m. MT

A Meeting of the Board of Directors of the League Insurance Government Health Team (LIGHT) by virtual conferencing was held April 5, 2023, at 9:30 a.m. CT/8:30 a.m. MT.

(AGENDA ITEM #1) **Call to Order.** At 9:30 a.m. CT/8:30 a.m. MT, Plattsmouth Mayor Paul Lambert, Chair of the LIGHT Board, called the meeting to order.

The roll call was read with the following voting Board Members present: **Paul Lambert**, Mayor, City of Plattsmouth; **Joel Bergman**, Mayor, City of St. Paul; **Jessica Quady**, City Administrator, City of Ashland; and **Brenda Wheeler**, Clerk, City of Blair. At the time of roll call, four voting Board Members were present. Ex-officio (non-voting) Board Member **L. Lynn Rex**, Executive Director of the League of Nebraska Municipalities, also was present; pursuant to the LIGHT Interlocal Agreement, the League of Nebraska Municipalities is the LIGHT Administrator.

At the time of roll call, **Tom Goulette**, City Administrator/Utility Superintendent, City of West Point, was absent.

Other participants included: Michelle Sitorius of **Cline Williams Wright Johnson & Oldfather, L.L.P.**; Dennis Maggart of **McInnes Maggart Consulting Group, LLC**; Sue Warner and Christa Hofferber of **BCBSNE**; and Shirley Riley and Brenda Henning of the **League of Nebraska Municipalities**.

Chair Lambert indicated that on March 23, 2023, a notice of this meeting with the agenda and other materials were sent to all LIGHT members and the LIGHT Board of Directors. Notice of this meeting with the agenda and other materials were available for public inspection at 1335 L Street, in Lincoln, Nebraska, and also posted with the following link kept continually current: an electronic copy of the agenda and all documents being considered at the meeting, with a link to the current version of the Open Meetings Act on the website of the League of Nebraska Municipalities – www.lonm.org/light/. The City of Blair Council Chambers at 218 S 16th Street, Blair, Nebraska, 68008, was open for attendance by the public during the meeting. LIGHT Board Member Brenda Wheeler, 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 City of Blair Council Chambers. A notice of this meeting with the agenda and other materials were available at this location with a copy of the Open Meetings Act posted.

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

Chair Lambert stated pursuant to the Open Meetings Act, the LIGHT Board Chair reserves the right to limit comments on agenda items. In accordance with the Open Meetings Act, there is no time limit on comments made by members of the LIGHT Board of Directors. Officials of LIGHT members and members of the public may comment on agenda items or listen to the Board of Directors Meeting; however, if the Board of Directors votes to hold a closed session pursuant to the Open Meetings Act, officials of LIGHT members and members of the public may not comment or listen during that time.

(Agenda #2) Consider a motion to approve the minutes of the Feb. 28, 2023, Meeting of the LIGHT Board of Directors. Quady moved, seconded by Mayor Bergman to approve the minutes of the Feb. 28, 2023, Meeting of the LIGHT Board of Directors. Chair Lambert asked if there was any discussion; there was none. Roll call vote. Ayes: Lambert, Bergman, Quady and Wheeler. Nays: None. Abstentions: None. Absent: Goulette. ***Motion carried: 4 ayes, 0 nays, 0 abstentions and 1 absent.***

(Agenda #3) Consider a motion to approve the 2023 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, 2023, through June 30, 2024. *(Presented by Dennis Maggart, President, McInnes Maggart Consulting Group; Sue Warner, Strategic Account Executive, Blue Cross Blue Shield of Nebraska; and L. Lynn Rex, Ex-Officio, Non-Voting Board Member; Executive Director of the League of Nebraska Municipalities (LIGHT's Administrator).)* Wheeler moved, seconded by Quady to approve the 2023 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, 2023, through June 30, 2024. Chair Lambert asked if there was any discussion; there was none. Roll call vote. Ayes: Lambert, Bergman, Quady and Wheeler. Nays: None. Abstentions: None. Absent: Goulette. ***Motion carried: 4 ayes, 0 nays, 0 abstentions and 1 absent.***

(Agenda #4) Discuss the date for the next meeting of the LIGHT Board of Directors. Lynn Rex stated the next meeting of the LIGHT Board of Directors likely would be held May 1, 2023, at 11 a.m. CT by virtual conferencing.

(Agenda #5) Consider a motion to adjourn. Wheeler moved, seconded by Quady to adjourn. Roll call vote. Ayes: Lambert, Bergman, Quady and Wheeler. Nays: None. Abstentions: None. Absent: Goulette. ***Motion carried: 4 ayes, 0 nays, 0 abstentions and 1 absent.*** The meeting was adjourned at 10:37 a.m.

Approved on:

ATTEST:

Brenda Henning
Membership Services Assistant
League of Nebraska Municipalities

L. Lynn Rex

Ex-Officio, Non-Voting, LIGHT Board Member

Executive Director of the League of Nebraska Municipalities (*LIGHT Administrator*)

DRAFT



NOTICE

**Meeting of the Board of Directors of the
League Insurance Government Health Team (LIGHT)
by virtual conferencing
April 5, 2023, at 9:30 a.m. CT/8:30 a.m. MT**

PLEASE TAKE NOTICE that on **Wednesday, April 5, 2023, at 9:30 a.m. CT/8:30 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 City of Blair Council Chambers at 218 S 16th Street, Blair, Nebraska, 68008, will be open for attendance by the public during the meeting. LIGHT Board Member Brenda Wheeler, or her designee, will inform the public about the location of the copy of the Open Meetings Act which is accessible to members of the public at the City of Blair Council Chambers. A notice of this meeting with the agenda and other materials are available at this location with a copy of the Open Meetings Act posted.

You may join the meeting by Zoom via Computer, Smart Device or Telephone <https://us06web.zoom.us/j/84680489210?pwd=Tm5SM0pxcHdyd1dKUm5CQjVsUjBpZz09> or via phone at 877-853-5257. The Meeting ID is 846 8048 9210 and the Passcode is 109634.

On March 23, 2023, notice of this meeting with the agenda and other materials were sent to all LIGHT members and the LIGHT Board of Directors. Notice of this meeting with the agenda and other materials are available for public inspection at 1335 L Street, in Lincoln, Nebraska and posted with the following links kept continually current: an electronic copy of the agenda, all documents being considered at the meeting, with a link to the current version of the Open Meetings Act are on the website of the League of Nebraska Municipalities – www.lonm.org/light/.

GROUP HEALTH INSURANCE ADMINISTRATION AGREEMENT

This Group Health Insurance Administration Agreement (“Agreement”) between the League Insurance Government Health Team (“LIGHT”) and Blue Cross and Blue Shield of Nebraska (“BCBSNE”) is effective upon execution by both parties, with coverage to be issued on July 1, 2023 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.”

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

Accordingly, the parties agree as follows:

1. Definitions.
 - A. “Agent of Record” means an Insurance Producer designated by a Subgroup to serve as the Subgroup’s representative on the coverage.
 - B. “Consultant” means McInnes Maggart Consulting Group, LLC, or such replacement consultant as LIGHT shall designate in writing to BCBSNE. At times, Consultant may be acting as an Agent of Record to a Subgroup, but for sake of identification will be referred to uniformly herein as “LIGHT Consultant.”
 - C. “Insurance Producer” means a broker, agent or agency licensed in the state of Nebraska to sell, solicit or negotiate insurance. Insurance Producers include and are limited to those entities or individuals appointed by BCBSNE. LIGHT reserves the right to refuse to work with certain Insurance Producers.
 - D. “LIGHT” means the League Insurance Government Health Team.
 - E. “Subgroup” means an entity covered under the BCBSNE – LIGHT Coverage pursuant to an accepted Participation Agreement and Subgroup Application (the “Subgroup Application”).
2. Coverage. The rates and terms of BCBSNE – LIGHT Coverage are as set forth in the Contract. In the event of any conflict between the Contract and this Administration Agreement, the Contract will control. The parties will work diligently to complete all documents and perform all actions necessary to allow BCBSNE to issue the Contract as soon as reasonably possible, anticipated to be no later than July 1, 2023.

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

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 three (3) 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 three (3) 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 three (3) 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 (“Guidelines”). The Guidelines apply to all BCBSNE - LIGHT Coverage issued or proposed to be issued. The Guidelines may be revised from time to time by BCBSNE, upon thirty (30) days’ written notice to LIGHT.
5. Renewals. BCBSNE will terminate BCBSNE – LIGHT Coverage if LIGHT notifies BCBSNE that a Subgroup is no longer a qualified member of LIGHT. Termination will occur only at the annual anniversary of enrollment of the Subgroup. For voluntary Subgroup terminations, the Subgroup must provide the notification to BCBSNE at least 60 days in advance of the anniversary. These eligibility standards will be applied uniformly without regard to health or claim status. If coverage is terminated, BCBSNE may immediately offer non-LIGHT Coverage to the Subgroup.

6. LIGHT Licensing and Management Services Fee. LIGHT will receive a fee (“Licensing and Management Services Fee”), as applicable, for the use of LONM name and marks in connection with BCBSNE – LIGHT Coverage as well as for certain management services LONM will provide to LIGHT as set out in the Servicemarks License and Management Services Agreement among LIGHT, LONM, and BCBSNE (“License Agreement”).
7. Agent of Record.
 - A. BCBSNE will recognize the LIGHT Consultant and/or Insurance Producer, as authorized by LIGHT, as Agent of Record on the business.
 - B. BCBSNE may honor Agent of Record designations by Subgroups, if approved by the LIGHT Consultant, in favor of the Insurance Producer of their choice (including LIGHT Consultant).
8. Consultant Compensation.
 - A. BCBSNE will pay the LIGHT Consultant compensation equal to \$6 per contract per month (PCPM) for all Subgroups, subject to the terms and conditions set forth in the Single Case Commission Agreement and any relevant schedules thereto, effective July 1, 2023.
 - B. BCBSNE will pay each Insurance Producer which is the current broker of record for a Subgroup \$30 per contract per month (PCPM), subject to the terms and conditions set forth in the Single Case Commission Agreement and any relevant schedules thereto, effective July 1, 2023.
 - C. Prior to LIGHT’s annual renewal, or if LIGHT elects to change the LIGHT Consultant for this business, a new consultant compensation amount will be mutually agreed upon by BCBSNE and LIGHT.
9. Cooperation. BCBSNE will educate Insurance Producers with whom it does business on the workings and benefits of BCBSNE – LIGHT Coverage. LIGHT, BCBSNE, and LIGHT Consultant will meet quarterly, upon the request of any of them, to review performance of the block, marketing and sales objectives, renewals, and other issues of importance. BCBSNE and LIGHT agree to work diligently to set and achieve sales and persistency goals. BCBSNE shall provide monthly and quarterly claims reporting to LIGHT and LIGHT Consultant. Upon request, BCBSNE shall provide LIGHT with any and all claims information for the Plan.
10. Format of Mailings. Each party will give the other reasonable advance notice of proposed mass mailings regarding BCBSNE – LIGHT coverage. BCBSNE will send renewal and other notices in a format and style of its choosing which will generally be of the same style as for its other groups. If LIGHT Consultant desires an alternative format, then LIGHT Consultant will be responsible for production and mailing costs.
11. Term and Termination.
 - A. This Agreement shall continue in force until terminated as provided herein.
 - B. If enrollment in the BCBSNE – LIGHT Coverage falls below 250 enrolled contracts within 180 days prior to LIGHT’s renewal date, LIGHT and BCBSNE will mutually agree on either a plan to increase LIGHT’s enrollment to the 250 minimum enrollment level or to terminate this Agreement. A mutually agreed upon plan will be executed at

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

C. This Agreement may be terminated as follows:

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

12. Confidentiality.

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

13. General Provisions.

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

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

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

Blue Cross and Blue Shield of Nebraska, by

Signature: _____

Print Name: _____

Title: _____

**League Insurance Governmental Health
Team, by**

Signature: _____

Print Name: Paul Lambert

Title: Chair, League Insurance Government
Health Team

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

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

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

I. ELIGIBILITY AND PARTICIPATION REQUIREMENTS FOR ACTIVELY EMPLOYED SUBGROUPS

A. Basic Eligibility Requirements for BCBSNE – LIGHT Coverage:

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

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

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

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

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

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

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

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

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

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

B. Late Enrollees:

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

C. Special Enrollment Period:

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

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

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

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

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

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

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

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

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

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

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

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

D. Court-Ordered Medical Child Support:

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

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

E. Effective and Renewal Dates:

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

II. HEALTH COVERAGE BENEFIT OPTIONS

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

III. 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.

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

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

A. Subgroups with 100 or more enrolled employees:

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

B. Subgroups with less than 100 enrolled employees:

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

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

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

EXHIBIT B

HIPAA BUSINESS ASSOCIATE AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. Effect of Termination.

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

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

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

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

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

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

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

End of Document.

SERVICEMARKS LICENSE AND MANAGEMENT SERVICES AGREEMENT

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

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

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

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

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

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

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

1. GRANT OF SERVICEMARKS LICENSE.

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

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

2. QUALITY CONTROL.

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

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

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

3. PROTECTION OF LICENSED SERVICEMARKS.

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

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

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

5. MANAGEMENT SERVICES.

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

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

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

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

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

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

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

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

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

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

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

6. TERM AND TERMINATION.

a. Servicemarks License. The license granted under this Agreement shall be effective July 1, 2023, 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: _____
Paul Lambert, Chair

BLUE CROSS BLUE SHIELD OF NEBRASKA

By: _____

(Name and Title)

EXHIBIT A

LOGO



EXHIBIT B

LICENSED SERVICEMARKS AND MANAGEMENT SERVICES FEES

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

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

CONSULTING SERVICES AGREEMENT

McInnes Maggart Consulting Group, LLC
McInnes Group, Inc.

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

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

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

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

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

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

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

- g. Develop, implement, and coordinate a marketing plan for the LIGHT benefit plans, subject to review by LIGHT, the LIGHT Administrator, and the endorsed carrier. The marketing plan will include solicitation, quoting, underwriting, and installation procedures for subgroups directly represented by MMCG and/or MGI and those subgroups who choose to utilize and be represented by an approved outside producer. The marketing plan shall be coordinated with marketing efforts of the LIGHT Administrator and the endorsed carrier.
 - h. Negotiation of competitive benefit plan insurance contracts and service contracts in coordination with the LIGHT Administrator, subject to review by LIGHT legal counsel.
 - i. Assist with regulatory compliance for LIGHT with the Nebraska Department of Labor, Nebraska Department of Insurance and any other regulatory party as requested by LIGHT, its legal counsel, or the LIGHT Administrator.
 - j. Provide guidance on benefit plan designs and cost containment programs that lead to cost efficiencies and/or improved service levels to LIGHT.
 - k. Provide ongoing customer service to benefit plan members, designated municipal staff, LIGHT staff, and the LIGHT Administrator for administration of the benefit plans and resolution of problems with carriers and service providers. This service will be provided during normal business hours and will be coordinated with on-line capabilities provided by the carriers and other service providers.
 - l. Other general health and welfare consulting tasks as assigned by LIGHT or the LIGHT Administrator.
2. Term and Termination. This Agreement shall commence on the Effective Date and shall end on June 30, 2024 (the “2023/2024 Period”), unless terminated in accordance with the following:
- a. This Agreement will terminate effective immediately in the event the League of Nebraska Municipalities’ (the “League”) Executive Board withdraws its support from LIGHT as provided in Section 7 of the League Insurance Government Health Team Interlocal Agreement.
 - b. LIGHT may terminate this Agreement for cause upon 60 days written notice to MMCG and/or MGI. “For Cause” shall mean a breach of this Agreement as determined by LIGHT, fraud, negligence, or any acts or conduct of MMCG and/or MGI which involve dishonesty, embezzlement, or criminal activity. In the event that LIGHT delivers to MMCG and/or MGI a written notice that MMCG and/or MGI is in breach of this Agreement, then MMCG and/or MGI shall have a period of sixty (60) days from the date of said written notice to cure said breach; provided, however, if the nature of the cure is such that it cannot be accomplished within the sixty (60) day period, then if MMCG and/or MGI commences to cure within the sixty (60) day period and diligently pursues said cure as determined by LIGHT, then MMCG and/or MGI shall not be in breach hereunder.
 - c. MMCG may terminate this Agreement for cause upon sixty (60) days written notice to LIGHT. “For Cause” shall mean a breach of this Agreement as determined by MMCG and/or MGI (specifically including, but without limitation, failure to pay consulting fees), fraud or any acts or conduct of LIGHT which involve dishonesty, embezzlement, or

criminal activity.

- d. Subject to the LIGHT Board of Directors' approval, this Agreement shall renew for successive terms of one (1) year Renewal Periods, commencing on the termination date of the 2023/2024 Period unless terminated by either party in writing three (3) months prior to the end of the 2023/2024 Period. In addition, any renewal of this Agreement shall be subject to the approval of the League's Executive Board.

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

a. Health Plan Compensation:

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

(ii) MMGC will receive compensation directly from the carrier equal to \$6 per contract per month (PCPM) for every LIGHT member group, subject to the terms and conditions set forth in the Blue Cross Blue Shield of Nebraska Single Case Commission Agreement and any relevant schedules thereto, effective July 1, 2023.

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

- c. Worksite Benefits (e.g., critical illness, accident, short-term disability) Compensation: MMGC will receive base commission directly from the carrier equal to fifteen percent (15%) of the premiums for those LIGHT member groups for which MMGC is designated as the broker of record for worksite benefits, subject to the terms and conditions set forth in the agreement with the selected carrier for these coverages.

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

For the 2023/2024 Period, MMGC and MGI shall be responsible for the following two payments: (x) to WEX Health, Inc. for COBRA administration costs, pursuant to the terms of the WEX Administrative

Services Agreement entered into by LIGHT; and (y) to EASE for benefit administration costs, pursuant to the terms of the EASE Administrative Services Agreement entered into by LIGHT.

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

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

7. Mutual Indemnification.

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

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

**LEAGUE INSURANCE GOVERNMENT HEALTH TEAM
MEMBERSHIP AGREEMENT (FY 2023-24)**

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, 2023, 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; and

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

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 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.

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.

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, 2023, **or other date as applicable**, and continuing thereafter until June 30, 2024 (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, 2023 will be zero dollar (\$0.00) per month for each 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.

- E. Is the Group Health Plan subject to the Employee Retirement Income Security Act of 1974 (ERISA)? Yes No
- F. Is the Group Health Plan subject to the Consolidated Omnibus Reconciliation Act (COBRA), as amended, during this calendar year? Yes No
 If yes, does the Group have a COBRA Administrator? Yes No
 Does the group have a direct relationship with the vendor? Yes No
 Please provide name of the COBRA Administrator: WEX Health, Inc.
 If through BCBSNE partnership, attach completed Employer Setup Form and create Client Service Agreement through Legal.

G. **Employee Data:** The following is from and agrees with your payroll and personnel records

	Total
1. Total employees/owners on the payroll (includes full-time, part-time, leased employees)	6,000
2. Total eligible employees/owners on the payroll on the effective date of the Contract	3,500
3. Eligible employees/owners not enrolling due to:	
a. Valid Waivers (employees/owners with other coverage including Medicare, Medicaid, spousal coverage)	_____
b. Invalid Waivers (employees/owners not enrolling due to cost or other reasons with no valid health coverage)	_____
4. Eligible employees/owners enrolling on the effective date of the Contract	621
5. Persons on COBRA or State Continuation Coverage	_____

H. Prior carrier name (if applicable): _____

I. **Other Applicant Information:**

J. **Certificate of Coverage:** BCBSNE will provide the Group an electronic copy of the **Certificate of Coverage**. The Group is responsible for providing this document to its enrolled employees, including retirees and COBRA participants.

VENDOR INFORMATION

A. **Does the Applicant have a HSA Administrator?** Yes No
 If yes, please identify the vendor below:
 Wex, Inc. Other Varies by sub group
Does the group have a direct relationship with the vendor? Yes No
(If Discovery Benefits is selected, attach completed Employer Setup Form and create Client Service Agreement through Legal. HSA administration is provided independently by the entity identified above. BCBSNE does not provide HSA administration. The entity identified above is solely responsible.)

B. **Does the Applicant have a HRA Administrator?** Yes No
 If yes, please identify the vendor below:
 Wex, Inc. Employee Benefits System First Concord Benefits Group
 Other: Varies by sub group
Does the group have a direct relationship with the vendor? Yes No
(HRA administration is provided independently by the entity identified above. BCBSNE does not provide HRA administration. The entity identified above is solely responsible. If through a BCBSNE partnership (only if Discovery Benefits, Inc. is selected), attach completed Employer Setup Form and create Client Service Agreement through Legal.)

C. **Does the Applicant have a FSA Administrator?** Yes No
 If yes, please identify the vendor below:
 Wex, Inc. Payflex Systems USA, Inc. First Concord Benefits Group
 Other Varies by sub group
Does the group have a direct relationship with the vendor? Yes No
(FSA administration is provided independently by the entity identified above. BCBSNE does not provide FSA administration. The entity identified above is solely responsible for its services. If through BCBSNE partnership attach completed Employer Setup Form and create Client Service Agreement through Legal.)

GROUP DATA FOR CALCULATION OF MEDICAL LOSS RATIO

As part of BCBSNE's compliance with the Patient Protection and Affordable Care Act (PPACA), BCBSNE must collect information on group sizes. On average, how many employees did you employ (business days only) during the calendar year prior to the effective date of this application? This total should include full-time, part-time, and seasonal employees, but exclude independent contractors. If your company has affiliated parent or sister companies that are members of the same control group for IRS reporting purposes, all employees in all the affiliated companies should be included in your total, whether or not the affiliated companies have coverage with BCBSNE.

- 50 or Fewer 51 or More

GROUP DATA FOR MEDICARE SECONDARY PAYER

BCBSNE is required to collect information in order to properly pay claims for your employees who are eligible for Medicare benefits. In accordance with Medicare law, depending on the current employment status of your employee and/or employer size, BCBSNE may be required to pay primary to Medicare for certain group health benefits, regardless of an employee's or dependent's entitlement to Medicare.

A. **Employee Information:** Do you have employees or covered dependents enrolled in your group health plan who also currently have Medicare coverage or who are turning 65 this year? Yes No

B. **Employer Information:** When responding to questions 1 through 3 below, include full-time, part-time, leased and seasonal employees, but exclude independent contractors. If your company has affiliated parent or sister companies that are members of the same control group for IRS reporting purposes, all employees in all the affiliated companies should be included in your total, whether or not the affiliated companies have coverage with BCBSNE.

1. Did your company have 20 or more full-time and/or part-time employees* on the payroll(s) for 20 or more weeks (consecutive or non-consecutive) at any time during the **current calendar year**?

- Yes No If yes, please provide the date the threshold was reached 1/1/2023

2. Did your company have 20 or more full-time and/or part-time employees* on the payroll(s) for 20 or more weeks (consecutive or non-consecutive) at any time during the **previous calendar year**?

- Yes No If yes, please provide the date the threshold was reached 7/1/2022

***The number of full-time and part-time employees including owners who are active with the company on your payroll(s), not the number of employees on the group health plan, determines MSP status. Companies under common ownership/ control are treated as a single employer.**

3. Did you have 100 or more employees during 50 percent of your business days during the previous calendar year?

- Yes No

UNIFORM SUMMARY OF BENEFITS & COVERAGE

In compliance with the Patient Protection and Affordable Care Act, BCBSNE will make available to the Group Leader/ Group Health Plan Primary Contact the Group's Uniform Summary of Benefits and Coverage (SBC).

The Group, on behalf of itself and any of its Subgroups, acknowledges that it has:

- Received a copy of the SBC for the Group Health Plan

Date received: TBD

The Group, on behalf of itself and any of its Subgroups, acknowledges and agrees as follows: (1) that it will provide the SBC to all active and eligible employees and their dependents who reside at another address (collectively "Employee"); (2) agrees to provide the SBC for all plan options available to the Employee; (3) agrees to provide the SBC in compliance with any instructions provided by BCBSNE; and (4) agrees to provide information to BCBSNE upon request to show compliance with this obligation.

The Group agrees to indemnify and hold BCBSNE harmless against any and all loss, damage, expenses, and penalties imposed by law with respect to the Group's failure to provide Employees with the SBC as agreed to herein.

Other Provisions: _____

ELIGIBILITY AND ENROLLMENT

A. An employee must work a minimum of 17.50 hours per week on a regular calendar year basis to be eligible for coverage. Coverage for an eligible employee will become effective on:

- The first of the month after such employee has completed a waiting period of _____ days (not to exceed 60 days) after the date of hire.
- The date of hire.
- The 1st day following 90 days from the date of hire.
- Other: Varies by sub group

B. Coverage for an ineligible employee will terminate on:

- The last day of employment.
- The last day of month following termination.

The employee must complete the applicable enrollment form. To remain eligible, the employee must continue to work the minimum number of hours per week required.

Other Eligibility Provisions:

If a sub group discontinues coverage they must wait 24 months from the date of cancellation to re-apply.

C. Yes No Retirees eligible? (Attach a list of retirees and copy of Retirement Program describing plan eligibility requirements and your contribution toward the monthly charges.)

D. Enrollment Options - Membership Units: (Check all that apply)

Standard Membership Units

- Employee Only
- Employee & Spouse
- Employee & Children
- Family

Alternate Membership Tiers

- Employee & One Dependent
- Employee & Two or More Dependents

Other Enrollment Provisions: _____

E. **Late Enrollment:** Late enrollment is only allowed during the open enrollment period, which is the month prior to the annual renewal date. Enrollment Forms must be signed by the last day of open enrollment and must be received by BCBSNE within 31 days.

Other Provisions: _____

F. Other Eligibility Provisions:

Endorsement Title or Description of Provision	Endorsement Number	Medical	Dental
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>

G. Yes No Does the Applicant authorize BCBSNE to administer dependent coverage requests involving court-ordered alternate recipients, which will include reviewing and determining dependent coverage and notifications required by OBRA '93 regarding Qualified Medical Child Support Orders (QMSCO)?

PLAN DESIGN

The Benefit Plan Design options described in the Application Forms or Schedule of Benefits Summaries.

Please indicate the Benefit Plan Design(s) requested by marking the applicable box(es) below, and complete the appropriate Attachment Form(s) or attach the Schedule of Benefits Summary(ies). **The applicable form(s) must be attached to this Application.**

- PPO Option (attach Schedule of Benefits Summary)
- HSA-QHDHP Option (attach Schedule of Benefits Summary)
- Rx Nebraska Prescription Drug Program - **App-Att-C**
- Dental Coverage
- Group Medicare Supplemental - Retirees Only - **App-Att-E**
- 4718A - Benefit Schedule Attachment
- Large Group FI Contribution Form
- Endorsement Summary List
- Sub Account List
- SBC
- Other Benefit Plan Design 7 SOB's-3 PPO, 4 HSA, 15 table rates attached and endorsement summary

PROGRAMS AND SERVICES

Please Describe Other Programs and Services:

MONTHLY CHARGES AND EMPLOYER CONTRIBUTION

- A. Yes No Does your plan have a Section 125 plan which offers employees cash in lieu of health plan benefits?
If yes, please provide the amount funded and the applicable option: Varies by sub group
- B. Yes No Do you as an employer have a Section 125 plan which funds a portion of the employee's deductible?
If yes, please provide the amount funded and the which option: Varies by sub group
- C. It is understood that the amount shown as employer contribution will be paid by you without charge to the eligible employees and the remainder collected by you from the eligible employees by payroll deduction and remitted monthly to BCBSNE.

Other Provisions: _____

COMPLETE CONTRIBUTION INFORMATION ON THE FOLLOWING PAGE

Plan Option: _____
Rx Option: _____
Network: _____

	Employer Contribution		Total Monthly Charge
	Percent	Fixed Amount	
<input type="checkbox"/> Employee	_____	_____	_____
<input type="checkbox"/> Employee & Spouse	_____	_____	_____
<input type="checkbox"/> Employee & Child(ren)	_____	_____	_____
<input type="checkbox"/> Family	_____	_____	_____

Plan Option: _____
Rx Option: _____
Network: _____

	Employer Contribution		Total Monthly Charge
	Percent	Fixed Amount	
<input type="checkbox"/> Employee	_____	_____	_____
<input type="checkbox"/> Employee & Spouse	_____	_____	_____
<input type="checkbox"/> Employee & Child(ren)	_____	_____	_____
<input type="checkbox"/> Family	_____	_____	_____

Plan Option: _____
Rx Option: _____
Network: _____

	Employer Contribution		Total Monthly Charge
	Percent	Fixed Amount	
<input type="checkbox"/> Employee	_____	_____	_____
<input type="checkbox"/> Employee & Spouse	_____	_____	_____
<input type="checkbox"/> Employee & Child(ren)	_____	_____	_____
<input type="checkbox"/> Family	_____	_____	_____

Plan Option: _____
Rx Option: _____
Network: _____

	Employer Contribution		Total Monthly Charge
	Percent	Fixed Amount	
<input type="checkbox"/> Employee	_____	_____	_____
<input type="checkbox"/> Employee & Spouse	_____	_____	_____
<input type="checkbox"/> Employee & Child(ren)	_____	_____	_____
<input type="checkbox"/> Family	_____	_____	_____

Plan Option: _____
Rx Option: _____
Network: _____

	Employer Contribution		Total Monthly Charge
	Percent	Fixed Amount	
<input type="checkbox"/> Employee	_____	_____	_____
<input type="checkbox"/> Employee & Spouse	_____	_____	_____
<input type="checkbox"/> Employee & Child(ren)	_____	_____	_____
<input type="checkbox"/> Family	_____	_____	_____

Dental Option: _____

	Employer Contribution		Total Monthly Charge
	Percent	Fixed Amount	
<input type="checkbox"/> Employee	_____	_____	_____
<input type="checkbox"/> Employee & Spouse	_____	_____	_____
<input type="checkbox"/> Employee & Child(ren)	_____	_____	_____
<input type="checkbox"/> Family	_____	_____	_____

AUTHORIZED PLAN CONTACTS

The HIPAA Privacy Rules provide that the Group Health Plan (GHP) is a separate legal entity from the Employer/Plan Sponsor. In compliance with the HIPAA Privacy Rules, it is necessary to designate Authorized Plan Contacts (APC) for the GHP.

The GHP Primary Contact is indicated on page 1 of this Master Group Application. The GHP Primary Contact serves as BCBSNE's primary contact for the GHP, and may also designate additional APC for the GHP. The GHP Primary Contact shall notify BCBSNE of any additions or deletions to the following list, by utilizing the Amendment to Application form and contacting your account management team.

If you want your GHP Agent of Record as one of your APC, please include him/her in the section below.

NOTE: APCs need to be noted in the MGA or they will be removed (regardless of data or amendments submitted in prior years.)

In addition, the following individuals may be given access to our GHP information received from BCBSNE in accordance to the requirements set forth within the HIPAA Privacy Rules.

NOTE: Do NOT duplicate Primary, Billing or Correspondence Contact information on Page 1.

Name: Jane Limbach Group Contact Agent
 Agency if applicable: McInnes Group, Inc
 Title: Account Manager, MGI
 Phone Number: 913-378-9840
 Email: jane@mcinnesgroup.com
 Allow BluesEnroll Access? Yes No

Name: Dennis Maggart Group Contact Agent
 Agency if applicable: McInnes Group, Inc
 Title: Executive VP
 Phone Number: 913-378-9841
 Email: dennis@mcinnesgroup.com
 Allow BluesEnroll Access? Yes No

Name: _____ Group Contact Agent
 Agency if applicable: _____
 Title: _____
 Phone Number: _____
 Email: _____
 Allow BluesEnroll Access? Yes No

Name: _____ Group Contact Agent
 Agency if applicable: _____
 Title: _____
 Phone Number: _____
 Email: _____
 Allow BluesEnroll Access? Yes No

Name: _____ Group Contact Agent
 Agency if applicable: _____
 Title: _____
 Phone Number: _____
 Email: _____
 Allow BluesEnroll Access? Yes No

If you have additional APC, Please check here and add supplemental sheet ensuring all information in the fields above is provided.

BCBSNE will not release protected health information (PHI) to fully insured groups, except as specifically agreed in writing by BCBSNE the Plan and Plan Sponsor. When there is a written agreement, all disclosure of PHI from BCBSNE shall be made to the Plan, or an Authorized Plan Contact.

APPLICANT CERTIFICATION AND SIGNATURE

I have read and understand the provisions of this Master Group Application for a Group Contract and certify that all information herein is true and accurate and agree to the provisions specified. I further agree that any Individual Enrollment Forms submitted to or accepted by BCBSNE which do not meet the provisions specified may be declared null, void, and without effect. I understand that if any of the information on this Application is in conflict with the proposal, BCBSNE reserves the right to recalculate and change the rates previously proposed, or to decline coverage (unless otherwise prohibited by state or federal law). I understand the possible effect of canceling our current group plan prior to receiving final approval from BCBSNE.

By signing this application, I represent that I am authorized to obtain coverage on behalf of the Group Health Plan. The Group/Plan Administrator, on behalf of itself and any subgroups, acknowledges and agrees that it is responsible to provide notice of benefit, coverage or plan changes to enrolled employees, including persons on continuation coverage, prior to the effective date of such change(s).

Paul Lambert _____ Chair, LIGHT _____ 4/24/23 _____
Printed Name of Applicant/Group Title Date



Signature of Applicant/Group

AGENT CERTIFICATION:

I certify that I have verified the information in this Application for Group Contract with the records of the Applicant and it is true and accurate to the best of my knowledge.

 _____ Pres _____ 4/24/23 _____
Signature Title Date

Dennis Maggart _____ President _____ 4/24/23 _____
(Typed Name) (Typed Title) (Typed Date)

Agency: McInnes Maggart Consulting Group, LLC

General Agency Name (if applicable): _____

ACCEPTANCE BY BLUE CROSS AND BLUE SHIELD OF NEBRASKA:

- This Master Group Application is accepted.
- This Master Group Application is accepted with the following changes: _____

Signature (BCBSNE) Title Date

The noted changes in this Part are acceptable.

Signature of Applicant Date

IN ORDER TO CONFIRM THIS APPLICATION, YOU MUST ATTACH THE SCHEDULE OF BENEFITS SUMMARY(IES) FOR EVERY OPTION (INCLUDING BOTH HEALTH AND DENTAL OPTIONS) CHOSEN BY THE GROUP AS WELL AS THE FINAL QUOTE, ADMINISTRATIVE SERVICES AGREEMENT, STOP LOSS CONTRACT AND BUSINESS ASSOCIATE AGREEMENT (IF APPLICABLE).

APPLICATION

LIGHT ("Employer") hereby requests the administrative services and/or subscription indicated below from WEX Health, Inc. d/b/a WEX, formerly known as Discovery Benefits, LLC ("WEX"), subject to the terms and conditions set forth in the attached corresponding agreements. If this application is not signed prior to the Effective Date, Employer's consent to the terms and conditions set forth in the attached will be presumed and deemed to have been obtained upon submission of Employer data through the portal, the design guide or any other WEX authorized format.

- N/A Arrears Bill
- X COBRA
- N/A Direct Bill
- N/A Education Assistance Program
- N/A Health Savings Account
- N/A Premium Conversion Plan
- N/A Reimbursement Account
- N/A Non-Discrimination Testing Subscription

X HIPAA Business Associate (acknowledged by the Employer as the sponsor on behalf of and as an authorized representative of the group health plan or plans)

SIGNATURE

Accepted and entered into as of **07/01/2022** ("Effective Date").



Employer Authorized Signature

R. Paul Lambert

Name

Fee Schedule

Effective Date 07/01/2022 or later if services start different months

	<u>Fee Amount</u>	<u>Fee Minimum</u>	<u>Frequency</u>	<u>Bill To</u>
COBRA - Monthly	\$0.75	\$85.00	Monthly	Consultant
<p>Fees per Covered Employee The 2% additional premium for administrative costs is retained by WEX If the 2% additional premium is not chargeable to COBRA Continuant due to state or local law, WEX will include the 2% additional premium on a monthly invoice to the Employer, and the Employer will pay such amount as part of the COBRA administrative fee.</p>				

Fees are guaranteed until 07/01/2027 ("Rate Expiration Date").

Printing and postage are included for standard material and mailings.

Additional charges/fees will apply for non-standard mailings and/or expedited requests.

WebEx meetings are included at no additional fee.

In person enrollment meetings (optional) are \$350 per day plus travel expenses.

If Employer/Customer has contracted with a third party whereby the third party pays WEX's fees on Employer's behalf, WEX's fees will be invoiced to that third party and are due within thirty (30) days after the date the invoice is received. If the third party fails to pay WEX, Employer remains responsible to pay WEX's fees. Fee rates may be based on a third-party discount. If WEX's fees are no longer to be paid by the third party on Employer's behalf, guarantees could be voided and the fee schedule revised.

BUSINESS ASSOCIATE AGREEMENT

RECITALS

WHEREAS, WEX provides certain administrative services, activities or functions in connection with the Plan ("Services") pursuant to a services agreement ("Services Agreement") between WEX and the League Insurance Government Health Team ("LIGHT", also "Sponsor"); and

WHEREAS, the parties desire to enter into this Business Associate Agreement (this "Agreement"), effective upon the earlier of the respective Services Agreement effective date or the date of first receipt of PHI from the Plan or Sponsor by WEX, as set forth below for the purpose of addressing the following law, as amended and clarified by the HIPAA Omnibus Rule or any regulation, rule or guidance that may be issued after the effective date of this Agreement:

- The Health Information Technology for Economic and Clinical Health Act ("HITECH Act") enacted as part of the American Recovery and Reinvestment Act of 2009 and the regulations promulgated thereunder relating to the privacy and security of protected health information;
- The "Standards for Privacy of Individually Identifiable Health Information," 45 CFR Part 160 (specifically recognizing here 45 CFR Part 160, Subparts C, D, and E ("Enforcement Rule")) and Part 164, Subparts A and E ("Privacy Rule");
- The "Standards for Electronic Transactions," 45 CFR Part 160, Subpart A and Part 162, Subpart A and Subparts I through R ("Electronic Transaction Rule");
- The "Security Standards for the Protection of Electronic Protected Health Information," 45 CFR Part 160 and Part 164, Subparts A and C ("Security Rule"); and
- The "Standards for Breach Notification for Unsecured Protected Health Information," 45 CFR Part 160 and Part 164, Subparts A and D ("Breach Notification Rule").

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Plan and WEX agree as follows:

ARTICLE 1 DEFINITIONS

1.1 "Agent" shall have the meaning given to it in Section 2.5. As provided by the Health Insurance Portability and Accountability Act, as amended ("HIPAA"), an Agent and a Subcontractor are two separate types of arrangements.

1.2 "Breach" shall have the meaning given to it by 45 CFR § 164.402.

1.3 "Business Associate" shall have the meaning given to it by 45 CFR § 160.103.

1.4 "Designated Record Set" shall have the meaning given to it by 45 CFR § 164.501.

1.5 "Health Care Operations" shall have the same meaning given to it in 45 CFR § 164.501.

1.6 "HIPAA" shall mean, collectively, the Privacy Rule, the Electronic Transaction Rule, the Security Rule, and/or the Breach Notification Rule, each as amended and clarified by the HIPAA Omnibus Rule.

1.7 "HIPAA Omnibus Rule" shall mean the "Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act (the HITECH Act) and the Genetic Information Nondiscrimination Act (GINA)," 78 Federal Register 5566 (January 25, 2013).

1.8 "Individual" shall mean the person who is the subject of PHI and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

1.9 "Individual Rights Requests" shall mean requests under Article 3.

1.10 "Payment" shall have the same meaning given to it in 45 CFR § 164.501.

1.11 "PHI" or "protected health information", defined at 45 CFR § 160.103, shall mean any information, whether oral or recorded in any form or medium, that: (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (ii) identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual.

1.12 "Plan" shall have the same meaning given to it as the group health plan or plans of the Sponsor as set forth in 45 CFR § 160.103.

1.13 "Plan Administration Functions" shall have the same meaning given to it in 45 CFR § 164.504.

1.14 "Plan Administrator" shall mean the entity, individual, group or committee appointed by the Sponsor, or its successor or successors with the authority to administer the Plan.

1.15 "Privacy Official" shall mean the person designated by the Plan to serve as its privacy official within the meaning of 45 CFR § 164.530(a), and any person to whom the Privacy Official has delegated any of his or her duties or responsibilities.

1.16 "Protected Information" shall mean PHI received from the Plan or created, received, maintained or transmitted by WEX on behalf of the Plan.

1.17 "Required by Law" shall have the same meaning given to it in 45 CFR § 164.103.

1.18 "Secretary" shall mean the Secretary of the United States Department of Health and Human Services.

1.19 "Services" shall mean the activities, functions, and/or services that WEX from time to time renders to or on behalf of the Plan to the extent that those activities, functions, and/or services are covered by HIPAA.

1.20 "Subcontractor" shall have the same meaning given to it in 45 CFR § 160.103.

1.21 "Unsecured PHI" shall mean Protected Information that is not secured through the use of a technology or methodology that renders such Protected Information unusable, unreadable or indecipherable to unauthorized individuals as specified in 45 CFR § 164.402.

ARTICLE 2 OBLIGATIONS AND ACTIVITIES OF WEX

2.1 Status of WEX. WEX acknowledges and agrees that it is a Business Associate of the Plan for purposes of the Privacy Rule.

2.2 Permitted Uses and Disclosures of Protected Information.

(a) Permitted Uses. WEX shall not use Protected Information other than as permitted by this Agreement. WEX may use Protected Information: (i) in connection with the performance, management and administration of the Services; (ii) for the proper business management and administration of WEX; (iii) to carry out WEX's legal responsibilities; (iv) to report violations of law consistent with 45 CFR § 164.502(j); (v) to the extent and for any purpose authorized by an Individual under 45 CFR § 164.508; and Notwithstanding the foregoing sentence, WEX shall not use Protected Information in any manner that violates the Privacy Rule, or that would violate the Privacy Rule if so used by the Plan (except for the purposes specified under 45 CFR § 164.504(e)(2)(i)(A) and (B)).

(b) Permitted Disclosures. WEX shall not disclose Protected Information other than as permitted by this Agreement. WEX may disclose Protected Information: (i) in connection with the performance,

management and administration of the Services; (ii) to report violations of law consistent with 45 CFR § 164.502(j); (iii) to the extent and for any purpose authorized by an Individual under 45 CFR § 164.508; and (iv) for any purpose provided that no data is identifiable and data has been de-identified pursuant to 45 CFR § 164.514(b) (including the separate de-identification guidance issued by the Secretary on November 26, 2012). In addition, WEX may also disclose Protected Information to a third party for the proper business management and administration of WEX and to carry out WEX's legal responsibilities, provided that the disclosure is Required by Law or WEX obtains, prior to the disclosure: (i) reasonable assurances from the third party that the Protected Information will be held confidentially and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from the third party that the third party will notify WEX immediately of any instances in which it knows the confidentiality of the information has been breached. Further, WEX shall disclose, upon request, Protected Information to the Sponsor for Plan Administration Functions and to designated Sponsor employees (or designated Business Associates of the Plan) who are working for or on behalf of the Plan for purposes of Payment and Health Care Operations (including claims assistance activities) consistent with 45 CFR § 164.506(c)(1). Notwithstanding the foregoing, WEX shall not disclose Protected Information in any manner that violates the Privacy Rule, or that would violate the Privacy Rule if so disclosed by the Plan (except for the purposes specified under 45 CFR § 164.504(e)(2)(i)(A) and (B)).

(c) Minimum Necessary. To the extent required by the Privacy Rule, WEX shall only request, use, and/or disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, and/or disclosure. For this purpose, the determination of what constitutes the minimum necessary amount of Protected Information shall be determined in accordance with Section 164.502(b) of the Privacy Rule.

(d) Direct Application of Privacy Rules. WEX shall not use and/or disclose Protected Information or provide any Services that require the use and/or disclosure of Protected Information unless such use and/or disclosure directly complies with this Section 2.2 and Sections 164.502(a)(3) and 164.504(e) of the Privacy Rule.

(e) GINA Provisions. Notwithstanding subsections (a) through (c) above, WEX shall not use and/or disclose Protected Information that is genetic information for underwriting purposes, as set forth in 45 CFR § 164.502(a)(5).

2.3 Safeguards. WEX shall maintain and use appropriate and commercially reasonable safeguards to prevent use and/or disclosure of Protected Information other than as permitted or required in this Agreement.

2.4 Reports of Prohibited Disclosures. If WEX becomes aware of a disclosure of an Individual's Protected Information by WEX and the disclosure violated the provisions of this Agreement, WEX must inform the Privacy Official regarding the prohibited disclosure of the Individual's Protected Information. To the extent that a disclosure described in this Section 2.4 also constitutes a Breach of Unsecured PHI, the provisions of this Section 2.4 shall not apply, but rather the provisions of Section 2.8 shall apply.

2.5 Agents and Subcontractors. WEX shall require each of its authorized representatives, agents, and entities (collectively, "Agents") to whom WEX provides Protected Information on behalf of the Plan to agree to observe the restrictions on use and disclosure of the Protected Information imposed upon WEX by this Agreement and the Privacy Rule. In addition, WEX shall enter into a business associate agreement with each of its Subcontractors which imposes the same restrictions and conditions of this Business Associate Agreement, including the requirements set forth in 45 CFR § 164.504(e).

2.6 Access by Secretary. WEX shall make available to the Secretary WEX's internal practices, books, and records (including its policies and procedures) relating to WEX's use and disclosure of Protected Information for the purpose of enabling the Secretary to assess the Plan's and/or WEX's compliance with HIPAA. WEX shall inform the Privacy Official of any request sent by the Secretary on behalf of the Plan that is received by WEX, unless it is prohibited by applicable law from doing so.

2.7 Mitigation. WEX agrees to mitigate, to the extent practicable, any harmful effect that is known to WEX of a use or disclosure of Protected Information by WEX in violation of the requirements of this Agreement and provide any notice and remediation that either WEX or the Plan is required to provide by any applicable law in connection with such actual or suspected Breach. Where a Breach involves PHI data elements that reasonably could lead to identity theft, WEX shall provide credit monitoring or other commercially-reasonable identity theft mitigation service for the affected individuals for one year.

2.8 Notice of Breach of Unsecured PHI.

(a) WEX Requirements. Upon WEX's discovery of a Breach of Unsecured PHI by WEX, WEX shall –

(1) Pursuant to the requirements set forth in subsection (c) below, provide written notice of the Breach to the Privacy Official, as soon as administratively practicable, but no later than ten (10) business days after the Breach is discovered, and

(2) Pursuant to the requirements set forth in subsection (b) below, provide written notice of the Breach, on behalf of the Plan, without unreasonable delay and in no case later than sixty (60) calendar days after discovery of a Breach as authorized under 45 CFR § 164.404 or such later date as is authorized under 45 CFR § 164.412 to:

(i) each Individual whose Unsecured PHI has been, or is reasonably believed by WEX to have been, accessed, acquired, used or disclosed as a result of the Breach;

(ii) the media to the extent required under 45 CFR § 164.406; and

(iii) the Secretary to the extent required under 45 CFR § 164.408 (unless the Plan has elected to provide this notification and has informed WEX); and

(3) If the Breach involves less than 500 individuals, maintain a log or other documentation of the Breach which contains such information as would be required to be included if the log were maintained by the Plan pursuant to 45 CFR § 164.408, and provide such log to the Plan within five (5) business days of the Plan's written request.

(b) Notice Requirements. This subsection (b) provides the following special rules that shall each be applicable to the provisions of Section 2.8(a)(2) –

(1) The date that a Breach is discovered shall be determined by WEX, in its sole discretion, in accordance with the Breach Notification Rule.

(2) The content, form, and delivery of each of the notices required by Section 2.8(a)(2) shall comply in all respects with the breach notification provisions applicable to the Plan, as set forth in the Breach Notification Rule.

(3) WEX shall send the notices described in Section 2.8(a)(2)(i) to each Individual using the address on file with WEX (or as may be otherwise provided by the Plan). If the notice to any Individual is returned as undeliverable, WEX shall make one additional attempt to deliver the notice to the Individual using such information as is reasonably available to it, or shall take other action required by the Breach Notification Rule.

(4) With respect to notices required under Section 2.8(a)(2)(i) and (ii), WEX and the Privacy Official shall cooperate in all respects regarding the drafting and the content of the notices. To that end, before sending any notice to any Individual or the media under Section 2.8(a)(2)(i) or (ii), WEX shall first provide a draft of the notice to the Privacy Official. The Privacy Official shall have ten (10) business days (plus any reasonable extensions) to either approve WEX's draft of the notice or revise the language of the notice. Alternatively, the Privacy Official may elect to draft the notice for review by WEX. Once WEX and the Privacy Official agree on the final content of the notice, WEX shall send the notice to the Individuals and/or the media based on the requirements of the Breach Notification Rule.

(c) Privacy Official Notice. The notice to the Privacy Official pursuant to Section 2.8(a)(1) shall include any information available to WEX that is required to be included in a notification to an Individual under 45 CFR § 164.404(c). To the extent that WEX does not have the information to be provided in the prior sentence when it is required to notify the Privacy Official, WEX shall provide such information as soon as administratively practicable after such information becomes available. Upon the Plan's written request, WEX shall provide such additional information regarding the Breach as may be reasonably requested from time-to-time by the Plan.

(d) Notice Fees. WEX reserves the right to charge reasonable, cost based fees for sending the notices required by this Section 2.8 should a Breach be due to actions on the part of the Sponsor, the Plan or any other entity (other than WEX, its Agents or Subcontractors).

(e) Remuneration. WEX shall not directly or indirectly receive any remuneration in exchange for PHI, including de-identified data, or Use or Disclose PHI for marketing or fundraising purposes.

ARTICLE 3 INDIVIDUAL RIGHTS REQUIREMENTS

3.1 Designated Record Sets.

(a) General. WEX agrees to maintain a Designated Record Set for the Plan in a manner and form that will allow the Plan to provide access and amendment rights to an Individual with respect to the Individual's Protected Information in conformance with 45 CFR §§ 164.524 and 164.526.

(b) Access to Protected Information. Upon request from the Plan, WEX shall process and respond to a request by an Individual for access to an Individual's Protected Information that is maintained by WEX in a Designated Record Set pursuant to 45 CFR § 164.524 (an "Access Request"). WEX shall respond to such Access Request by furnishing such Protected Information to the Plan within a timeframe that reasonably allows the Plan to satisfy the timeframes required by 45 CFR § 164.524. If the Protected Information that is requested is maintained electronically and the Individual requests an electronic copy of such information, WEX will provide access to the information in an electronic format that complies with 45 CFR § 164.524(c)(2)(ii). Thereafter, the Plan will be responsible for sending such information to the Individual.

(c) Amendment to Protected Information. Upon request from the Plan, WEX shall process a request by an Individual for amendment to an Individual's Protected Information that is maintained by WEX in a Designated Record Set pursuant to 45 CFR § 164.526 (an "Amendment Request"). WEX shall process such Amendment Request within a timeframe that reasonably allows the Plan to satisfy the timeframes required by 45 CFR § 164.526.

(d) Coordination with Privacy Official. WEX shall coordinate and cooperate with the Privacy Official (or any other person designated by the Plan Administrator for this purpose) regarding all processing, recordkeeping, and documentation issues relating to Access Requests and Amendment Requests. Notwithstanding the foregoing, WEX shall not be obligated to coordinate with the Privacy Official if an Individual files an Access Request or an Amendment Request with WEX and such request is directed solely to WEX.

3.2 Accounting of Disclosures of Protected Information.

(a) Documentation of Disclosures. WEX agrees to document and maintain a log of any and all disclosures from and after the date or dates required by 45 CFR § 164.528 made by WEX of Protected Information in a manner and form that will allow the Plan to provide to an Individual an accounting of disclosures or other applicable report of the Individual's Protected Information in compliance with and based on the requirements of 45 CFR § 164.528.

(b) Accounting Requests. Upon request from the Plan, WEX shall process and respond to a request by an Individual for an accounting of disclosures or other applicable report of an Individual's Protected Information pursuant to the requirements of 45 CFR § 164.528 (an "Accounting Request"). WEX shall furnish such accounting relating to the Accounting Request to the Plan within a timeframe that reasonably allows the Plan to satisfy the timeframes required by 45 CFR § 164.528. Thereafter, the Plan will be responsible for sending such information to the Individual.

(c) Coordination with Privacy Official. WEX shall coordinate and cooperate with the Privacy Official (or any other person designated by the Plan Administrator for this purpose) regarding all processing, recordkeeping, and documentation issues relating to Accounting Requests. Notwithstanding the foregoing, WEX shall not be obligated to coordinate with the Privacy Official if an Individual files an Accounting Request with WEX and such request is directed solely to WEX.

3.3 Privacy Protection Requests.

(a) Restriction Requests on Uses and Disclosures. The Plan and WEX on behalf of the Plan shall not agree to a restriction on the use or disclosure of Protected Information pursuant to 45 CFR § 164.522(a) without first consulting with the other party. WEX is not obligated to implement any restriction, if such restriction would hinder Health Care Operations or the Services WEX provides to the Plan, unless such restriction would otherwise be required by 45 CFR § 164.522(a).

(b) Confidential Communication Requests. WEX shall implement any reasonable requests by Individuals relating to a request to receive communications of Protected Information by alternative means or at alternative locations to the extent required by 45 CFR § 164.522(b).

(c) Coordination with Privacy Official. WEX shall coordinate and cooperate with the Privacy Official (or any other person designated by the Plan Administrator for this purpose) regarding all processing, recordkeeping, and documentation issues relating to requests under this Section 3.3.

ARTICLE 4 ELECTRONIC TRANSACTION RULE

4.1 Business Associate Requirements. WEX acknowledges that it is a Business Associate of the Plan for purposes of the Electronic Transaction Rule. WEX agrees that it shall comply with all Electronic Transaction Rule requirements that may be applicable to WEX with respect to the Services it provides to and on behalf of the Plan. WEX shall also require each of its Agents and Subcontractors to whom WEX provides Protected Information that is received from, or created or received by WEX on behalf of the Plan, to provide assurances, in writing, that they will comply with the applicable requirements of the Electronic Transaction Rule.

4.2 Sponsor Transmissions. The Sponsor hereby represents and warrants that all electronic transmissions with respect to the Plan between the Sponsor (either directly or through its designated agent) and WEX relating to enrollment and disenrollment information and premium payment information as each are covered by the Electronic Transaction Rule are sent or received by the Sponsor (either directly or through its designated agent) in the Sponsor's capacity as an employer and are not sent or received by the Plan or are not subject to HIPAA for other reasons, such as that the information is an employment record and not PHI.

ARTICLE 5 OBLIGATIONS OF PLAN

5.1 Privacy Notice. Upon request, the Plan will provide WEX with a copy of its notice of privacy practices pursuant to 45 CFR § 164.520.

5.2 Authorizations. The Plan will notify WEX of any changes in or revocations of Individual authorizations for use or disclosure of Protected Information to the extent that such changes or revocations may affect WEX's use or disclosure of Protected Information.

5.3 Officials. The Plan will notify WEX of the current name and contact information of the Plan Administrator, the Privacy Official, and any other person that has the authority to act on behalf of the Plan with respect to the provisions contained in this Agreement.

5.4 Plan. Sponsor represents that its Plan documents include specific provisions to restrict the use or disclosure of PHI and to ensure adequate procedural safeguards and accounting mechanisms for such uses or disclosures, in accordance with the Privacy Rule.

5.5 Standard Requirements for Group Health Plans. The Plan represents and warrants that: (a) its plan documents, in accordance with 45 CFR § 164.504(f), allow the Plan to receive Protected Information; (b) it has received a certification from the Sponsor in accordance with 45 CFR § 164.504(f)(2)(ii) and will provide a copy of such certification to WEX upon request; (c) the plan document amendments permit the Plan to receive Protected Information (including detailed invoices, reports, and statements from WEX); and (d) the Plan has determined, through its own policies and procedures and in compliance with 45 CFR § 164.502(b), that the Protected Information that it receives from WEX (including the detailed invoices, reports, and statements) contains the minimum information necessary for the Plan to carry out its Payment and Health Care Operations activities.

5.6 Sponsor agrees and understands that the Plan is independently responsible for the security of all PHI in its possession (electronic or otherwise), including all PHI that it receives from outside sources including the Business Associate.

ARTICLE 6 AMENDMENT AND TERMINATION

6.1 Amendment. No change, modification or attempted waiver of any of the provisions of this Agreement shall be binding upon any party hereto unless reduced to writing and signed by both parties. WEX agrees to take such action as is necessary to amend this Agreement from time to time as the Plan reasonably determines necessary to comply with HIPAA, or any other applicable law, rule or regulation.

6.2 Term. The Term of this Agreement shall be effective on the Effective Date (unless otherwise noted herein) and shall terminate when all of the Protected Information received from the Plan, or created or received by WEX on behalf of the Plan, is destroyed in accordance with the Plan's authorization or is returned to the Plan (or its designated agents) pursuant to Section 6.4.

6.3 Termination. If one party to this Agreement ("Non-Breaching Party") has knowledge of a material violation of this Agreement by the other party to this Agreement ("Breaching Party"), as determined in good faith by the Non-Breaching Party, the Non-Breaching Party must promptly:

(a) Provide an opportunity for the Breaching Party to end and to cure the material violation within a reasonable time specified by the Non-Breaching Party, and if the Breaching Party does not end and cure the material violation within such time (including reasonable extensions that the Non-Breaching Party determines are necessary) to the satisfaction of the Non-Breaching Party, the Non-Breaching Party shall immediately terminate the Services rendered by WEX and any agreement or contract related thereto; or

(b) If a cure is not possible as determined by the Non-Breaching Party in its sole discretion, the Non-Breaching Party shall immediately terminate the Services rendered by WEX and any agreement or contract related thereto.

6.4 Effect of Termination. Upon termination pursuant to Section 6.3, the Plan within a reasonable time thereafter must inform WEX to either destroy or return to the Plan (or any agents designated by the Plan) the Protected Information that WEX and its Agents and Subcontractors maintain in any form, and WEX and its Agents and Subcontractors shall retain no copies of the Protected Information.

However, in many situations WEX maintains one or more backup copies of Protected Information for auditing, data management, and other related purposes and WEX has determined that destruction of all copies of Protected Information that it maintains is infeasible.

Therefore, after termination of the Services and pursuant to 45 CFR § 164.504(e)(2)(ii)(J), this Agreement shall remain in effect, and WEX shall continue to observe and shall ensure that its Agents and Subcontractors continue to observe its obligations under this Agreement to the extent copies of the Protected Information are retained by WEX and shall limit further uses and disclosures of Protected Information to the purposes that make its return or destruction infeasible and that are consistent with the Privacy Rule.

ARTICLE 7 ELECTRONIC SECURITY STANDARDS

7.1 Definitions. When used in this Article, the following terms shall have the meanings set forth as follows:

(a) "Electronic Media" shall have the meaning given to it in 45 CFR § 160.103.

(b) "Electronic Protected Information" shall mean Protected Information received from the Plan or created, received, maintained or transmitted by WEX on behalf of the Plan that is transmitted by Electronic Media or maintained in Electronic Media.

(c) "Security Incident" shall have the meaning given to it in 45 CFR § 164.304.

7.2 Requirements. Pursuant to 45 CFR § 164.314(a)(2)(i), WEX shall:

(a) Comply with the applicable requirements of the Security Rule, including the requirement that WEX implement, maintain and document administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Information to the extent required by the Security Rule;

(b) Report (pursuant to the terms and conditions of Section 7.3) to the Privacy Official (or such other person designated for this purpose) any Security Incident of which WEX becomes aware and which occurred during the applicable reporting period;

(c) Require each of its Agents to whom WEX provides Electronic Protected Information to agree to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Information that is provided to the Agent to the extent required by the Security Rule; and

(d) Enter into a contract or other arrangement with each of its Subcontractors that create, receive, maintain or transmit Electronic Protected Information on behalf of WEX pursuant to which the Subcontractor agrees to comply with the applicable requirements of the Security Rule.

7.3 Reporting Protocols. All reports required by Section 7.2(b) shall be provided pursuant to the terms and conditions specified in this section.

(a) **Attempted Security Incidents.** Reporting for any Security Incident involving the attempted unauthorized access, use, disclosure, modification or destruction of Electronic Protected Information (collectively, an "Attempted Security Incident") shall be provided pursuant to the standard reporting protocols of WEX (as determined by WEX).

(b) **Successful Security Incident.** Reporting for any Security Incident involving the successful unauthorized access, use, disclosure, modification or destruction of Electronic Protected Information (collectively, a "Successful Security Incident") shall be provided to the Plan pursuant to the standard reporting protocols of WEX (as determined by WEX), provided that: (i) the reports shall at a minimum include the date of the incident, the parties involved (if known, including the names of Individuals affected), a description of the Successful Security Incident, a description of the Electronic Protected Information involved in the incident, and any action taken to mitigate the impact of the Successful Security Incident and/or prevent its future recurrence; and (ii) the reports shall satisfy the minimum requirements for Security Incident reporting that may be required from time to time by the Secretary. In addition, Successful Security Incidents shall be reported to the Plan as soon as administratively practicable after the occurrence of the incident taking into account the severity and nature of the incident. Notwithstanding the foregoing, the Plan may request details about one or more Successful Security Incidents, and WEX shall have thirty (30) days thereafter to furnish the requested information.

(c) **Breach of Unsecured PHI.** To the extent that a Security Incident described in this Section 7.3 also constitutes a Breach of Unsecured PHI, the provisions of this Section 7.3 shall not apply, but rather the provisions of Section 2.8 shall apply.

7.4 Mitigation. WEX agrees to mitigate, to the extent practicable, any harmful effect that is known to WEX relating to any Successful Security Incident and provide any notice and remediation that either WEX or the Plan is required to provide by any applicable law in connection with such Security Incident. Where the Security Incident involves data elements that reasonably could lead to identity theft, WEX shall provide credit monitoring or other commercially-reasonable identity theft mitigation service for the affected individuals for one year.

7.5 Access by Secretary. WEX shall make available to the Secretary WEX's internal practices, books and records (including its policies and procedures) relating to the safeguards established by WEX with respect to Electronic Protected Information for the purpose of enabling the Secretary to assess WEX and/or the Plan's compliance with the Security Rule. WEX shall inform the Privacy Official of any request sent by the Secretary on behalf of the Plan that is received by WEX, unless WEX is prevented by applicable law from doing so.

ARTICLE 8 GENERAL

8.1 Other Agreements. The Plan and WEX acknowledge and affirm that this Agreement is in no way intended to address or cover all aspects of the relationship of the Plan and WEX and of the Services that are rendered by WEX to and on behalf of the Plan. Rather, this Agreement deals only with those matters that are specifically addressed herein. Further, this Agreement supersedes any prior business associate agreements entered into by WEX and the Plan (or any predecessor to the Plan), and shall apply to all Protected Information existing as of the effective date of this Agreement or created or received thereafter while this Agreement is in effect.

8.2 Indemnification. Any indemnification relating to violations of this Agreement by WEX or the Plan (or the Sponsor on behalf of the Plan) shall be addressed to the extent applicable by the respective Services Agreement.

8.3 Severability. The provisions of this Agreement shall be severable, and the invalidity or unenforceability of any provision (or part thereof) of this Agreement shall in no way affect the validity or enforceability of any other provisions (or remaining part thereof). If any part of any provision contained in this Agreement is determined by a court of competent jurisdiction, or by any administrative tribunal, to be invalid, illegal or incapable of being enforced, then the court or tribunal shall interpret such provisions in a manner so as to enforce them to the fullest extent of the law.

8.4 Interpretation. The provisions of this Agreement shall be interpreted in a manner intended to achieve compliance with HIPAA. Whenever the Agreement uses the term "including" followed by a specific item or items, or there is a passage having a similar effect, such passages of the Agreement shall be construed as if the phrase "without limitation" followed such term (or otherwise applied to such passage in a manner that avoids limitations on its breadth of application). Where the term "and/or" is used in this Agreement, the provision that includes the term shall have the meaning the provision would have if "and" replaced "and/or," but it shall also have the meaning the provision would have if "or" replaced "and/or." Any reference to a section or provision of HIPAA shall include any amendment or clarification of such section or provision contained in the HIPAA Omnibus Rule and any regulation, rule or guidance issued by the Secretary following the effective date of this Agreement.

8.5 Binding Effect. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, assigns and successors in interest. The Plan shall have the right to assign this Agreement to any successor or surviving health plan, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by any such assignee.

8.6 No Third-Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, and nothing herein shall confer, upon any person other than the parties hereto any rights, remedies, obligations or liabilities whatsoever.

8.7 Applicable Law and Disputes. The provisions of this Agreement shall be construed and administered to, and its validity and enforceability determined under HIPAA. To the extent that HIPAA is not applicable in a particular circumstance, the provisions of this Agreement shall be construed and administered to, and its validity and enforceability determined under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). In the event that HIPAA and ERISA do not preempt state law in a particular circumstance, the laws of the State of North Dakota shall govern. In the event of any conflict of state laws, the laws of the State of North Dakota shall prevail. The parties agree that any claim or action arising from this Agreement can only be brought in the United States District Court for the District of North Dakota, and both parties consent to such jurisdiction and venue. Any disputes between the parties arising under this Agreement shall be resolved in accordance with the dispute resolution procedures, if any, set forth in the respective Services Agreement.

8.8 State Privacy and Security Laws.

(a) **General.** Pursuant to 45 CFR § 160.203, WEX and the Plan acknowledge that HIPAA only preempts state laws which are contrary to a HIPAA standard, requirement or implementation specification, provided that state laws which relate to the privacy of Protected Information and are more stringent than the Privacy Rule are not preempted. Accordingly, the parties acknowledge that certain State Privacy Laws affecting the privacy and/or security of personally identifiable information (e.g., name, address, age, and social security number) relating to a Plan participant or beneficiary ("Privacy Restricted Data") may apply to the Services provided by WEX to the extent such State Privacy Laws are not preempted by HIPAA. For purposes of this Section 8.8, "State Privacy Laws" shall mean

any applicable state and local privacy laws governing the creation, collection, storage, maintenance, access, modification, transmission, use or disclosure of Privacy Restricted Data.

(b) State Privacy Laws. All Privacy Restricted Data created, collected, received or obtained by or on behalf of WEX in the course of performing its Services shall be created, collected, received, obtained, stored, maintained, accessed, modified, transmitted, used, and disclosed in accordance with any and all applicable State Privacy Laws. WEX shall at all times perform the Services in accordance with the State Privacy Laws and as not to cause the Sponsor or the Plan to be in violation of the State Privacy Laws. WEX shall be fully responsible for any creation, collection, receipt, access, storage, maintenance, modification, transmission, use, and disclosure of Privacy Restricted Data performed by or on behalf of WEX that is in violation of any State Privacy Laws. WEX shall remedy and mitigate the damages of any breach of privacy, security, integrity or confidentiality with respect to the unauthorized creation, collection, receipt, storage, maintenance, access, modification, transmission, use or disclosure (a "State Breach") of Privacy Restricted Data that is or may be in violation of any State Privacy Laws.

(c) Notification. WEX shall notify the Privacy Official (using the procedures that apply to Breaches of Unsecured PHI under Section 2.8(c)) of any State Breaches by or on behalf of WEX of Privacy Restricted Data that is or may be in violation of any State Privacy Laws. In addition, WEX shall also notify the affected Plan participants and beneficiaries (using the procedures that apply to Breaches of Unsecured PHI under Section 2.8(b)) of any State Breaches by or on behalf of WEX of Privacy Restricted Data that is in violation of any State Privacy Laws and any state or local governmental agencies, authorities or other entities, but only to the extent required by such State Privacy Laws.

(d) HIPAA Coordination. The parties acknowledge that in certain situations the provisions of both Section 2.8 and this Section 8.8 shall apply. If both Sections 2.8 and 8.8 apply in a given situation, WEX shall comply with both Sections 2.8 and 8.8 to the extent applicable.

8.9 Obligation of Plan and WEX. To the extent that WEX carries out the HIPAA obligations of the Plan (including the obligations set forth in Section 2.8 and Article 3), WEX shall comply with the applicable requirements of HIPAA as they apply to the Plan in the performance of such obligations on behalf of the Plan.

COBRA ADMINISTRATIVE SERVICES AGREEMENT

RECITALS

WEX and the League Insurance Government Health Team ("LIGHT") may be referred to herein individually as a party and collectively as the "parties."

LIGHT has established the LIGHT Member Health Plan (such plan, herein referred to as the "Plan") for employees of eligible participating members of LIGHT.

LIGHT desires to retain WEX as an independent contractor to administer certain elements of its members' obligations under COBRA and WEX desires to assist these members (such members, individually and collectively as the context may require, are herein referred to as the "Employer") in the administration of such COBRA obligations.

"COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, and the related regulation and interpretations by the Department of Labor and the Internal Revenue Service.

WEX and LIGHT agree that WEX shall assist in the administration of Employer's COBRA obligations based on the terms and conditions set forth in this COBRA Administrative Services Agreement ("this Agreement"), including, without limitation that:

- LIGHT is the administrator of the Plan.
- WEX is an independent contractor in relation to LIGHT, Employer, and to the Plan and may act as an agent and/or designee on behalf of LIGHT or Employer.
- LIGHT remains responsible for maintaining the Plan, including the establishment of eligibility and the payment of the benefits owed or established under the Plan to its participants.
- WEX is to provide the agreed upon services without assuming any liability for the performance of any other services beyond those set forth below.

The above-stated recitals are accurate, true, and correct and are incorporated herein and made a part hereof by this reference.

Now, therefore, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows.

ARTICLE 1 WEX ADMINISTRATIVE SERVICES

- 1.1 Except for those obligations that are Employer's responsibility under this Agreement, WEX shall assume responsibility for the proper interpretation, application, and administration of COBRA rules and regulations for the Plan for COBRA administration under WEX's control.
- 1.2 WEX services under this Agreement are limited to the Plan.
- 1.3 WEX shall have no responsibility or duty with respect to any plan where complete information about that plan is not provided.
- 1.4 WEX's responsibilities and duties with respect to the Plan are limited to those expressly provided in this Agreement.
- 1.5 WEX shall consult with Employer regarding the interpretation and application of regulations concerning COBRA administration as they apply to the Plan.
- 1.6 Upon timely receipt of the required information from Employer and within the applicable time frame required by COBRA or upon the effective date of coverage, whichever is later, WEX shall send, via "Accountable Mail" WEX's standard initial rights notification letter (also known as the general rights notice or the initial notice) to newly Covered employees and spouses informing them of their rights under COBRA.

“Accountable Mail” means mail that provides documented proof that the letter or notice was mailed and the date of such mailing to the recipient at the recipient’s last known address and meets COBRA regulation requirements, but does not mean that delivery is tracked.

“Covered” means participating in the Plan.

If information is not timely received from Employer, WEX shall send the notice described in this Section 1.6 as soon as administratively practicable after receiving the information. Consequently, however, such notice may not be provided within the time frame required by COBRA. If complete information is not provided, such notice also may be incomplete.

1.7 Upon commencement of the services provided herein, if requested by Employer, WEX will mail its standard initial rights notification letter to all Covered employees and spouses. In order for WEX to complete this mailing, Employer must provide the information requested by WEX in a timely manner.

1.8 Upon timely receipt of complete information from Employer, WEX shall send via Accountable Mail within the applicable time frame required by COBRA, WEX’s standard qualifying event eligibility and election notice to all qualified beneficiaries who have a qualifying event. If complete information is not timely received from Employer, WEX shall send the notice described in the preceding sentence as soon as administratively practicable after receiving complete information, however, such notice may not be provided within the applicable time frame required by COBRA.

The terms “qualifying event” and “qualified beneficiary” shall have the meanings given to them under COBRA.

1.9 Except to the extent prohibited by state or local law, COBRA continuation coverage premiums will include an additional 2% for administrative costs. In addition to the monthly administrative fee per Covered employee under this Agreement, WEX will retain the 2% additional premium allowed by COBRA for administrative costs charged to qualified beneficiaries electing or participating in COBRA continuation coverage (“COBRA Continuant”).

1.10 WEX shall mail WEX’s portal login notice and standard payment coupons to COBRA Continuant after COBRA continuation coverage is elected and the first COBRA premium payment has been received.

1.11 WEX shall provide COBRA Continuant the option to make their COBRA premium payments by check or via automatic recurring ACH (automated clearing house electronic funds-transfer system) at no additional charge.

1.12 WEX shall provide COBRA Continuant the option to make their COBRA premium payments online with a credit card or by a single-occurrence ACH request. To the extent permitted by law and the applicable credit card operating rules and regulations, an additional online convenience processing fee charged by the online third-party vendor and payable by the third-party beneficiaries (or Employer, if Employer so elects) will apply to these payment methods. The convenience processing fee is collected by WEX and remitted to the third-party vendor.

1.13 WEX shall deposit COBRA premium payments in a custodial account for the benefit of Employer in the manner described in Article 3.

1.14 WEX shall collect, track, process, and remit to Employer (or remit to the third party designated by Employer to act in the place of Employer for the purpose of remittance) the COBRA premium payments paid by COBRA Continuant, Employer or a third party.

1.15 A remit to carrier option (“Remit to Carrier”) is available at the option of Employer. In order for WEX to implement this option, Employer must submit a completed WEX COBRA ACH direct payments form to WEX. In addition, each applicable carrier must submit a completed WEX COBRA carrier remittance form to WEX. WEX will reserve the right to discontinue Remit to Carrier if the separate billing statement that includes only COBRA Continuant is not received from the carrier. Section 2.8 addresses Employer responsibilities for this option.

- 1.16 WEX shall coordinate with Employer and its insurers and third party administrators (collectively “carrier” or “carriers”) to answer questions pertaining to COBRA continuation coverage eligibility and COBRA premium payment status.
- 1.17 Using WEX’s standard forms and letters, WEX shall communicate with COBRA Continuant concerning change of address, premium rate and benefit changes, COBRA continuation coverage eligibility status, Medicare eligibility, advance-termination notice for the individual conversion, individual conversion and private insurance options, and verification of termination.
- 1.18 WEX shall provide Employer real-time, online access to information related to the status of qualified beneficiaries and COBRA Continuants.
- 1.19 WEX shall provide this information required in the event of an IRS or other third-party audit:
- The written compliance procedures used by WEX in the administration of COBRA.
 - Samples of WEX forms and notices.
 - WEX records that pertain to a qualified beneficiary’s actual qualifying event or election or COBRA Continuant’s continuation of coverage.
 - A description of how WEX administers COBRA coverage.
- 1.20 WEX shall provide Employer with the web portal login information so that Employer may notify WEX when an employee, spouse or dependent is initially added to coverage under the Plan and when an employee, spouse or dependent has experienced a qualifying event and is eligible for COBRA continuation coverage under the Plan.
- 1.21 WEX shall provide Employer with the file format required by WEX so that Employer may upload employee demographic, benefit, and qualifying event information using the employer web portal.
- 1.22 WEX shall provide a customer service line toll-free number for use during WEX normal business hours to answer questions and address issues concerning COBRA regulation, COBRA compliance, and COBRA premium payments.

Monday through Friday Central Time Zone
 Employers 7:00 a.m. to 7:00 p.m.
 Qualified Beneficiaries 6:00 a.m. to 9:00 p.m.

In compliance with applicable federal and state law, WEX may monitor and/or record calls that are made to and from the customer service line for quality assurance and training purposes and/or to ensure that WEX's services fully comply with the terms of this Agreement.

- 1.23 WEX shall notify a COBRA Continuant if COBRA coverage terminates earlier than the end of the maximum period of coverage applicable to the qualifying event that entitled the individual to COBRA continuation coverage. The notice will be provided as soon as administratively practicable after WEX determines that the COBRA continuation coverage will be terminated early.
- 1.24 WEX shall extend the maximum COBRA continuation coverage period in cases of disability and second qualifying events as allowed under COBRA.
- 1.25 WEX shall provide its standard system generated open enrollment/premium rate change letter during open enrollment. If requested by Employer, WEX will provide qualified beneficiaries with a link to additional plan and benefit description materials provided by Employer through the web portal for qualified beneficiary and COBRA Continuant viewing and printing.
- 1.26 Plan Records and Data
- (a) WEX shall securely destroy or delete written and electronic records containing personal information consistent with business needs or legal retention requirements.

- (b) Per business records needs and associated retention and secure destruction periods, WEX shall retain a copy of all information (as information is defined in Section 2.22, excluding emails or similar electronic communications destroyed in the ordinary course of business pursuant to WEX policy) for at least seven (7) years from the date the record is created at WEX, including, without limitation, a record of all assets and transactions involving the Custodial Account (defined in Article 3).
- (c) Following the termination of this Agreement, WEX shall cooperate with Employer or Employer's subsequent service provider to effect an orderly transition of services provided under this Agreement and, within a reasonable time, will release to Employer a copy of data, records, and files in WEX's standard format.
- (d) Upon termination of this Agreement, WEX shall be entitled to retain a copy of all information, including any data, records, and files released by WEX pursuant to this Section 1.26 and continue to use and disclose such information for claims, audits, and legal and contractual compliance purposes to the extent permitted by law and any executed or applicable business associate agreement between the parties.

1.27 Information Security Program

WEX represents and warrants that it has implemented and maintains a written and comprehensive information security program, and complies with all applicable domestic law and regulation, including without limitation, any privacy and data security law and regulatory requirements under applicable state law.

1.28 Subcontracting

WEX may delegate or subcontract any portion of WEX services. For those WEX services that are delegated or subcontracted, WEX shall remain fully responsible to LIGHT and Employer for compliance with all applicable provisions of this Agreement or of any executed or applicable business associate agreement between the parties. No portion of WEX administrative services shall be delegated or subcontracted to an entity located outside the United States.

1.29 Audit Rights

LIGHT or Employer may audit or inspect any transactions, procedures, records, and participant files relating to Covered employees or COBRA Continuants, at WEX's offices and at a time reasonably acceptable to WEX, upon providing ten (10) business days' advance written notice to WEX and, as applicable, at LIGHT's expense or Employer's expense. Unless otherwise required by legal and/or regulatory compliance, audits must be completed within six (6) months following the date the audit begins.

1.30 Confidentiality of Plan Information

WEX shall keep confidential all information that it obtains concerning the Plan. Other than in the due course of business, such information shall not be disclosed to a third party without prior approval of LIGHT or Employer or as otherwise provided in Article 4.

LIGHT or Employer may request that WEX share Plan information and other data with a vendor of the Plan or Employer. WEX shall consider all reasonable requests, however, prior to releasing or sharing any Plan information or other data, LIGHT or Employer, as applicable, represents that it will enter into a business associate agreement and/or confidentiality and data sharing agreement with the vendor.

For confidential or protected information transmitted by a vendor of the Plan to WEX, Employer must enter into a business associate agreement and/or confidentiality and data sharing agreement with the vendor.

1.31 Benchmarks

WEX may, in its discretion, prepare and deliver to LIGHT or Employer benchmarks or other metrics showing the experience of LIGHT or Employer and its participants with the services provided herein as compared to other employers.

WEX will develop any such benchmarks or metrics through the use of data that has been aggregated and de-identified consistent with any executed or applicable business associate agreement between the parties.

1.32 Limited Warranty

WEX represents and warrants to LIGHT and Employer that the WEX Services shall be performed in a professional manner consistent with generally accepted industry standards and applicable law.

1.33 Disclaimer

WEX does not insure or underwrite LIGHT's liability or Employer's liability to provide benefits under the Plan. WEX shall not be liable or obligated to use its funds for payment of benefits under the Plan, including, without limitation, where such payment of benefits is sought as damages in an action against LIGHT, Employer, WEX or the Plan. Employer shall promptly reimburse WEX for any benefit payments made using WEX funds.

1.34 Non-Discrimination Testing and Additional Product and Service Solutions

Employer may subscribe to WEX's non-discrimination testing and request additional products and services solutions from WEX.

ARTICLE 2 LIGHT AND EMPLOYER RESPONSIBILITIES

2.1 Employer shall provide accurate Covered employee counts to WEX on a monthly basis or as requested by WEX. Employer shall have thirty (30) days from the date of the invoice to correct a Covered employee count for credit or refund. Employer represents and warrants the accuracy of any information Employer provides to WEX regarding Covered employee counts.

2.2 Employer shall provide complete demographic and benefit information to WEX for its current COBRA Continuant on or by the date agreed upon during the implementation process.

2.3 Employer shall enter or upload an electronic file via the employer web portal containing complete demographic and benefit election information within seven (7) days of employees, their spouses, and/or dependents obtaining coverage under the Plan.

2.4 Employer shall notify WEX within seven (7) days of any initial qualifying event or the date coverage is lost due to the qualifying event once Employer is notified with respect to an employee, spouse or dependent.

2.5 Employer shall notify WEX within seven (7) days of a second qualifying event should Employer be notified of a second qualifying event that occurs with respect to an employee, spouse or dependent.

2.6 The foregoing seven (7) day notice timelines address all potential notice requirements. However, notwithstanding the foregoing, no matter when received, WEX will process the notice.

2.7 Unless directed otherwise by WEX, Employer shall provide notice of a qualifying event by entering the required qualifying event information directly into the employer web portal or by uploading an electronic file via the employer web portal. Employer is solely responsible for determining whether an employee, spouse or dependent has experienced an initial qualifying event under the Plan and the date of the qualifying event.

2.8 For Remit to Carrier, Employer shall be solely responsible for its carrier to send a separate billing statement to WEX that includes only COBRA Continuant.

2.9 For Remit to Carrier, Employer shall submit a completed WEX COBRA ACH Direct Payments form to WEX. Failure to submit a completed WEX COBRA ACH Direct Payments form will result in WEX remitting COBRA premium payments to Employer. Employer is at all times responsible to pay to WEX its portion of the premium, where applicable, prior to WEX remitting premiums to the carrier.

- 2.10 LIGHT and Employer (or the third party designated by LIGHT or Employer to act in the place of Employer for the purpose of remittance) shall be responsible for reconciling carrier billings with the online reports provided by WEX through the employer web portal. The parties acknowledge that carriers often restrict the ability to retroactively terminate COBRA coverage (even in cases of non-payment of premiums by the COBRA Continuant). WEX shall not be liable for paying any loss or damage (including premiums) to LIGHT or Employer with respect to any retroactive termination of COBRA coverage, provided that WEX has performed in accordance with this Agreement. WEX reserves the right to decline to implement any retroactive changes in premium rates requested by LIGHT or Employer, retroactive beyond thirty (30) days.
- 2.11 LIGHT shall be responsible for selecting a determination period and establishing and advising WEX of the applicable premium rates to be charged for COBRA continuation coverage. LIGHT must notify WEX in writing at least forty-five (45) days in advance of the applicable billing date of: (a) any changes in premium rates affecting COBRA coverage under the Plan; and (b) any changes in premium rates during an open enrollment period, so that WEX has time to process the changes prior to the effective date.
- 2.12 WEX acknowledges that carriers may not always provide information about premium rate changes in a timely manner. If LIGHT is unable to notify WEX in writing at least forty-five (45) days in advance of the applicable billing date of any changes in premium rates, WEX will make commercially reasonable efforts to process the changes prior to the effective date.
- 2.13 LIGHT and Employer shall be solely responsible for any differences in premium payments when notification of a premium rate change is not provided to WEX at least forty-five (45) days in advance, causing payments made by COBRA Continuant to be incorrect for the new determination period.
- 2.14 LIGHT shall advise WEX of any material changes in the benefits and options provided by the Plan.
- 2.15 LIGHT and Employer shall be responsible for its compliance with the Patient Protection and Affordable Care Act of 2010 ("PPACA"), the Employee Retirement Income Security Act of 1974 ("ERISA"), the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Internal Revenue Code (the "Code"), each as amended from time-to-time, and other applicable law and regulation.
- 2.16 LIGHT agrees to hold WEX harmless from and against all liability, damages, costs, losses, and expenses (including reasonable attorney's fees) and expressly releases all claims against WEX in connection with any claim or cause of action arising out of any activity or occurrence prior to the commencement of services under this Agreement that results from the failure or alleged failure of LIGHT (or its officers and employees), or Employer, its officers and employees, and any other entity related to or performing services on behalf of LIGHT or Employer (other than WEX) to comply with the PPACA, COBRA, ERISA, HIPAA, the Code or any other applicable law or regulation.
- 2.17 LIGHT and Employer shall review and be responsible for the payment of all claims under the Plan and ERISA, including, without limitation, claims and appeals for benefits and claims and appeals for eligibility determinations under the Plan. WEX is not responsible to receive or review claims for benefits under the Plan and shall not be liable for the payment of any claims for benefits in connection with the Plan, including, without limitation, where sought as damages in an action against LIGHT, Employer or the Plan or for any activity or occurrences prior to the Effective Date of this Agreement, provided that such activity or occurrence did not result from the services performed by WEX in accordance with this Agreement.
- 2.18 Employer shall maintain and provide written internal compliance procedures used for notifying WEX of a newly covered employee, spouse or dependent, a qualifying event, a report of terminations for each tax year, or when there are premium rate and benefit changes in the event of an IRS or any third-party audit.
- 2.19 LIGHT and Employer shall provide for the release of information necessary for COBRA compliance and administration under this Agreement.
- 2.20 LIGHT and Employer shall provide plan and benefit descriptions (e.g., Summary of Benefits and Coverage (SBC), Summary Plan Description (SPD), and benefit plan booklets, etc.), as required by law, to qualified beneficiaries during open enrollment. WEX's standard process is to provide a link to these additional materials through the qualified beneficiary web portal for viewing and printing. If requested by Employer, WEX may include these additional materials with its standard open enrollment/rate change letter as long as Employer provides WEX with an

electronic PDF image of the additional open enrollment materials. A handling fee of \$1.50 per page (duplex) will apply for these additional materials. WEX will allow up to twenty-five (25) duplexed pages, including the standard open enrollment/rate change letter.

2.21 LIGHT acknowledges and agrees that WEX shall:

- (a) Have no duty with respect to the funding of premiums by Employer or qualified beneficiaries who elect COBRA;
- (b) Not be liable for paying any premiums of a qualified beneficiary to a carrier or Employer to the extent that WEX did not receive the corresponding payment from the qualified beneficiary, Employer or third party;
- (c) Not be liable for any failure of Employer to remit to a carrier any funds Employer receives from WEX;
- (d) Not be liable for any failure of LIGHT or Employer to reconcile its carrier billings to online reports provided by WEX through the employer web portal;
- (e) Not be liable for any retroactive premium rate changes requested by LIGHT;
- (f) Not be liable for any failure of Employer to modify its carrier billings and notify carriers of a COBRA Continuant's termination from COBRA coverage when WEX remits premiums paid by COBRA Continuants to Employer;
- (g) Not be responsible for failure of delivery of any notice mailed by WEX using the qualified beneficiary information provided to WEX by Employer, which failure is due to the use of said information; and
- (h) Not be responsible for any loss or damage suffered by any participant, COBRA Continuant, Employer or Plan, should WEX fail to give a required notice or a complete notice because WEX did not receive notice of an event for which a notice was required, WEX did not receive complete information, or WEX received incorrect information.

2.22 Employer Information and Instructions

- (a) WEX shall be fully protected in relying upon representations and communications made by or on behalf of LIGHT and Employer in effecting its obligations under this Agreement.
- (b) WEX is entitled to rely on the most current information in its possession when providing services under this Agreement.
- (c) WEX shall provide the services in accordance with this Agreement based on information that is provided to WEX by Employer, Covered employee or qualified beneficiary. For this purpose, "information" means all data, records and other information supplied to WEX, obtained by WEX or produced by WEX (based on data, records or other information supplied to, or obtained by, WEX) in connection with performing the services pursuant to this Agreement, regardless of the form of the information or the manner in which the information is provided to WEX.
- (d) In engaging WEX to perform the services under this Agreement, LIGHT has authorized and instructed WEX in this Agreement to implement WEX's standard administrative forms and procedures.
- (e) WEX is not responsible for any acts or omissions it makes in reliance upon the direction or consent of LIGHT, Employer, Covered employee or a qualified beneficiary or inaccurate, misleading or incomplete information from Employer or any third party.
- (f) If LIGHT instructs WEX with a specific written request (in a format acceptable to WEX) to provide services in a manner other than in accordance with WEX's standard forms and procedures, WEX may (but need not) comply with such an instruction. This would include, but is not limited to, any

LIGHT instruction to add a vendor link to the consumer portal. To the extent that WEX complies with such an instruction, LIGHT and not WEX shall be solely responsible for WEX's action so taken, and LIGHT agrees to hold WEX harmless from and against all liability, damages, costs, losses and expenses (including reasonable attorney's fees) and expressly releases all claims against WEX in connection with any claim or cause of action, which results from or in connection with WEX complying with LIGHT's specific written instruction to provide services in a manner other than in accordance with WEX's standard procedures.

- (g) Employer is responsible for the integrity of data in the files. Therefore, complete and accurate information from Employer is required in order for WEX to perform the services set forth herein.
- (h) LIGHT agrees to instruct Employer not to use the full social security number in the employee identification number field.

2.23 Employer's Electronic Account

For access to the services provided by WEX via an online account or other electronic means ("Employer's Electronic Account"), Employer is solely responsible for:

- (a) Designating who is authorized to have access to Employer's Electronic Account;
- (b) Safeguarding all of Employer's passwords, usernames, logins or other security features used to access Employer's Electronic Account ("Electronic Account Access");
- (c) Employer's use of Employer's Electronic Account under any usernames, logins or passwords;
- (d) Ensuring that use of Employer's Electronic Account complies fully with the provisions of this Agreement;
- (e) Any unauthorized access of Employer's Electronic Account due to Employer's actions or inactions, including, without limitation, Employer's failure to safeguard Employer's Electronic Account or Electronic Account Access; and
- (f) The maintenance and routine review of its computing and electronic system usage records (i.e., log files) and the security of its own data, data storage, computing devices, other electronic systems, and network connectivity.

2.24 Plan Tax Obligations

The Plan and/or Employer on behalf of the Plan is responsible for any state or federal tax, fee, assessment, surcharge and/or penalty imposed, assessed or levied against or with respect to the Plan and/or WEX relating to the Plan or the services provided by WEX pursuant to this Agreement, including those imposed pursuant to PPACA. This includes the funding, remittance, and determination of the amount due for PPACA required taxes and fees. In the event that WEX is required to pay any such tax, fee, assessment, surcharge and/or penalty on behalf of Employer, WEX shall report the payment to LIGHT and Employer along with documentation of the payment and Employer shall promptly reimburse WEX for the full amount or for Employer's proportionate share of such amount, as determined by WEX, except as provided in Section 7.3. This reimbursement would be in addition to the fees described in Section 6.1. LIGHT and Employer are at all times responsible for the tax consequences of the establishment and operation of the Plan. Further, the parties agree that WEX does not provide any legal, tax or accounting advice to LIGHT, the Plan and/or Employer. WEX is at all times responsible for all the taxes based upon its net income and its property ownership.

2.25 Enumeration System Identifier

If required, LIGHT is solely responsible to the Plan to obtain or assign the standard unique Health Plan Identifier ("HPID") or Other Entity Identifier ("OEID") or to update the enumeration system per 45 CFR § 162.508.

2.26 Acknowledgement

LIGHT acknowledges and agrees that the services provided by WEX pursuant to this Agreement relate to enrollment and disenrollment in the Plan and that these services to the extent permitted under HIPAA shall be deemed to be performed by WEX on behalf of Employer in its capacity as the sponsor of the Plan.

2.27 Carrier Notifications

WEX's standard practice is to notify the applicable carrier of a qualified beneficiary's enrollment in, changes to or termination from COBRA coverage. However, if instead, Employer instructs WEX to send all such notifications to Employer or to a third party other than the applicable carrier, Employer: (a) is responsible to ensure the carrier is updated in a timely manner; (b) is responsible to provide urgent updates to the carriers in a timely manner as necessary; (c) accepts all responsibility and liability for the carrier notifications; and (d) expressly releases all claims against WEX in connection with the carrier notifications and agrees to hold WEX harmless from and against all liability, damages, costs, losses and expenses (including reasonable attorney's fees) that result from the failure or alleged failure of Employer, its officers and employees, and any other entity (other than WEX) in connection with such carrier notifications.

2.28 Coverage Eligibility

Employer shall be solely responsible for its carrier compliance with COBRA continuation coverage regulatory guidelines that allow for retroactive changes or terminations for qualified beneficiary or COBRA Continuant coverage eligibility beyond sixty (60) days.

ARTICLE 3 CUSTODIAL ACCOUNT

3.1 Appointment and Acceptance of Custodian

By signing this Agreement, LIGHT appoints WEX as custodian of Employer funds for the purposes and upon the terms and conditions set forth in this Agreement, and WEX accepts such appointment and agrees to act as custodian hereunder and to hold any Employer funds received hereunder in accordance with the terms and conditions set forth in this Agreement.

3.2 Custodial Account

WEX maintains one or more depository accounts (the "Custodial Account") at a bank designated by WEX and holds in such Custodial Account all COBRA continuation premiums received from COBRA Continuants or on their behalf from third parties, less any portion of the premium payment that constitutes administrative fees payable by the COBRA Continuant. Upon deposit, such premiums shall become Employer funds (less any applicable fees or other costs as set forth in this Agreement). For administrative convenience and to reduce costs, WEX shall hold Employer funds together with similar funds from other employers in a single Custodial Account (or one or more Custodial Accounts as determined by WEX). WEX shall maintain records as to the exact amount of funds allocated to each employer. Each employer has a legal right to the specific amount of its funds held in the Custodial Account for such employer.

At all times, the assets comprising each employer's funds in the Custodial Account shall be considered a separate subaccount for purposes of this Agreement.

Depending upon the context, the term "Custodial Account" as used herein shall refer to either the separate subaccount for Employer or all of the subaccounts for all employers in the aggregate.

3.3 Employer Funds

LIGHT and WEX intend and agree that the funds transferred to the Custodial Account shall be comprised of and shall remain the general assets of Employer. The COBRA continuation premiums received from COBRA Continuants are after-tax contributions relieved from the ERISA trust requirements. Except to the extent that outstanding checks have been written or withdrawals made against the Custodial Account balance on behalf of Employer, and subject to Section 6.3, Employer funds may be withdrawn by Employer at any time (less any applicable fees or other costs as set forth in this Agreement) and are subject to Employer's general creditors in the same manner as funds deposited in Employer's ordinary checking accounts.

3.4 Disbursements

WEX shall forward the COBRA continuation premiums (less the 2% additional premium allowed by COBRA for administrative costs charged to COBRA Continuant) from the Custodial Account to the applicable carrier or to Employer or Employer's designee as directed by Employer and in accordance with this Agreement. WEX shall neither have nor shall be deemed to have any discretion, control or authority with respect to the disposition of Employer Funds.

3.5 Interest Earned

LIGHT acknowledges and understands that from time to time, WEX may receive earnings and interest on the funds held in the Custodial Account and that any such earnings or interest shall be part of WEX's compensation.

LIGHT acknowledges and understands that fees otherwise charged by WEX for services under this Agreement may be greater if WEX did not retain such earnings and interest on these funds.

The period during which interest may be earned begins on the date Employer funds are deposited into the Custodial Account and continues for as long as Employer funds remain in the Custodial Account.

Funds shall be disbursed on a first-in, first-out basis.

WEX does not track nor can it report interest earned for a single employer. WEX absorbs other bank charges, such as transmission charges, within the fees.

3.6 Maintenance of Records

Upon LIGHT's or Employer's written request, WEX shall provide LIGHT or Employer with an accounting of all Employer assets, transfers, and transactions activity involving the Custodial Account, including a description of all receipts, disbursements, and other transactions.

ARTICLE 4 CONFIDENTIAL COMPANY INFORMATION AND INTELLECTUAL PROPERTY

4.1 General Obligations

For purposes of this Article 4, "confidential company information" shall mean any company information identified by either party as "confidential" and/or "proprietary", or which, under the circumstances, ought to be treated as confidential or proprietary, including non-public information related to the disclosing party's business, service methods, software, documentation, financial information, prices, and product plans. Neither WEX nor LIGHT nor Employer shall disclose confidential company information of the other party. The receiving party shall use reasonable care to protect the confidential company information and ensure it is maintained in confidence, and in no event use less than the same degree of care as it employs to safeguard its own confidential company information of like kind.

The foregoing obligation shall not apply to any information that: (a) is at the time of disclosure, or thereafter becomes, part of the public domain through a source other than the receiving party; (b) is subsequently learned from a third party that does not impose an obligation of confidentiality on the receiving party; (c) was known to the receiving party at the time of disclosure; (d) was generated independently by the receiving party; or (e) is required to be disclosed by law, subpoena or other process.

WEX may disclose Employer's or the Plan's confidential company information to a governmental agency or other third party to the extent necessary for WEX to perform its obligations under this Agreement or if Employer has given WEX written authorization to do so.

Although WEX may have confidential company information processed, managed, and/or stored with subcontractors or third parties, it remains fully responsible to Employer for the confidentiality obligations set forth herein.

4.2 WEX Sensitive Information

If LIGHT or Employer requests access to WEX confidential and/or proprietary security resources and assessments, service organization control audit reports or other audit information for the purpose of reviewing the operating and business condition of WEX, LIGHT's or Employer's acceptance of or access to such information shall constitute its agreement with the following:

- LIGHT and Employer shall maintain the information (whether communicated by means of oral, electronic or written disclosures) in confidence and shall not use the same for its own benefit, or for any purpose other than the furtherance of its review, or disclose the same to any third party.
- LIGHT and Employer may disclose the information to its own officers, employees, and agents on a need-to-know basis for the purposes of its review.
- LIGHT and Employer shall use reasonable care to protect the information and to ensure that it is maintained in confidence, and in no event use less than the same degree of care as LIGHT and Employer uses to safeguard its own like information.
- If LIGHT or Employer is a state agency or otherwise subject to a freedom of information type statute, the information shall be treated as confidential and exempt from disclosure in accordance with applicable law, as the information contains sensitive proprietary information and data defined as trade secret information that would not otherwise be publicly available and that disclosure of this information to the public, including WEX's competitors, would likely result in substantial harm to WEX's competitive positions and may also contain confidential supervisory information and personal information relating to directors, officers, and major shareholders of WEX, the disclosure of which would constitute an unwarranted invasion of personal privacy.

4.3 Intellectual Property

All materials, including, without limitation, documents, forms (including data collection forms provided by WEX), brochures, and online content ("Materials") furnished by WEX to LIGHT and Employer are licensed, not sold. LIGHT and Employer is granted a personal, non-transferable, and nonexclusive license to use Materials solely for LIGHT's and Employer's own internal business use. LIGHT and Employer does not have the right to copy, distribute, reproduce, alter, display or use these Materials or any WEX trademarks for any other purpose other than its own internal business use. LIGHT and Employer shall use commercially reasonable efforts to prevent and protect the content of Materials from unauthorized use. LIGHT's and Employer's license to use Materials ends on the termination date of this Agreement.

Upon termination, LIGHT and Employer agrees to destroy Materials or, if requested by WEX, to return them to WEX, except to the extent LIGHT and Employer is required by law to maintain copies of such Materials.

WEX retains exclusive ownership rights to and reserves the right to independently use its experience and know-how, including processes, ideas, concepts, techniques, and software acquired prior to or developed in the course of performing services under this Agreement.

LIGHT and Employer shall not permit any information regarding the systems of WEX or its subcontractors to be disseminated, sold, assigned, leased or licensed to any third party, nor otherwise used or commercially exploited in any way except as expressly set forth in this Agreement.

4.4 Application

Each party agrees that its obligations contained in this Article 4 apply also to its parent, subsidiary, and affiliated companies, if any, and to similarly bind all successors, employees, and representatives.

ARTICLE 5 TERM AND TERMINATION

- 5.1 The term of this Agreement shall commence as of the Effective Date and shall continue for a period of twelve (12) months (the "Initial Term").
- 5.2 This Agreement shall automatically renew for another twelve (12) months at the end of the Initial Term and every twelve (12) months thereafter unless terminated pursuant to Section 5.3 or Section 5.4 or Section 5.5.
- 5.3 Notwithstanding the foregoing, this Agreement may be terminated at any time during the Initial Term or any renewal term by LIGHT or by WEX without cause and without liability with written notice of the intention to terminate to be effective as of a date certain set forth in the written notice, not fewer than sixty (60) days following the date of such notice.
- 5.4 This Agreement may be terminated upon written notice:
- (a) If any law is enacted or interpreted to prohibit the continuance of this Agreement, upon the effective date of such law or interpretation;
 - (b) If any fee (to the extent not subject to a good faith dispute) for any service provided by WEX to Employer remains unpaid to WEX beyond thirty (30) days past the due date, upon written notification by WEX to LIGHT and Employer that WEX intends to exercise its option to enforce this provision; or
 - (c) Due to (i) a party's filing for bankruptcy, (ii) a party's making any assignment for the benefit of creditors, (iii) a party's consenting to the appointment of a trustee or receiver, (iv) a party's insolvency, as defined by applicable law, or (v) the filing of an involuntary petition against Employer under the Federal Bankruptcy Code or any similar state or federal law which remains un-dismissed for a period of forty-five (45) days.
- 5.5 If a party is in default under any provision of this Agreement other than a payment default, the other party may give written notice to the defaulting party of such default. If the defaulting party has not used good faith efforts to cure such breach or default within thirty (30) days after it receives such notice or if good faith efforts to cure have begun within thirty (30) days but such cure is not completed within sixty (60) days after receipt of the notice, the other party shall have the right by further written notice to terminate this Agreement as of any future date designated in the notice.
- 5.6 LIGHT or Employer, as applicable, shall pay all fees not subject to a good faith dispute that have accrued up to the date of the termination of this Agreement within thirty (30) days after the date of the termination.
- 5.7 Upon termination of this Agreement, any funds in the Custodial Account that have not been disbursed in accordance with the terms and conditions of this Agreement shall be returned to Employer less any applicable undisputed unpaid fees, costs or expenses as set forth in this Agreement.
- 5.8 If this Agreement is terminated under Sections 5.3 or 5.4, WEX will cease the performance of any further services under this Agreement unless both parties agree in writing that certain services shall continue for an additional period. Upon prepayment, if requested by WEX, of the fees for this additional period or upon continued monthly invoicing, WEX will continue the processing of qualifying events, initial notices, the collection and tracking of COBRA premium payments, forwarding premiums to Employer and processing and reporting of COBRA elections and terminations with respect to those qualified beneficiaries who incurred a qualifying event prior to the date of termination of this Agreement.
- 5.9 Upon the completion of the later of the Agreement, or any period of further services, WEX will cease the performance of these COBRA administration services and Employer shall be immediately responsible for all aspects of COBRA administration. WEX shall return to Employer any Employer funds in the Custodial Account. However, the return of such funds shall remain subject to the completion of a final accounting of all account activities, as well as the deduction of undisputed unpaid fees and other expenses under this Agreement or any other agreement between the parties. As necessary, WEX shall have the immediate right to demand and pursue collection of any unpaid fees, reimbursements or other amounts that are due and owing to WEX as of the date of termination pursuant to the terms of this Agreement or any other agreement between the parties.

ARTICLE 6 COST OF SERVICES

6.1 Administrative Services Fees

- (a) LIGHT shall pay WEX a fee for its services under this Agreement. This fee shall be payable in accordance with the fee schedule attached hereto. Fees are invoiced monthly and are due within thirty (30) days of the invoice date. If LIGHT or Employer disputes in good faith any portion of the fees invoiced, LIGHT or Employer shall provide WEX with written notice of any disputed fees together with a complete written explanation of the reasons for the dispute (the "Dispute Notice") within thirty (30) days of the invoice date. The parties shall work together in good faith to reach a mutually agreeable resolution of the dispute identified in the Dispute Notice for a period of ten (10) days following the date of the Dispute Notice.
- (b) As part of the administrative fees under this Agreement, WEX shall also retain the 2% additional premium allowed by COBRA for administrative costs charged to COBRA Continuant. If state or local law prevents COBRA Continuant from being charged the additional 2% premium, then the additional 2% premium shall become a fee paid by the Employer to WEX for its services under this Agreement. This fee shall be payable in accordance with the fee schedule attached hereto. Such fee will be invoiced monthly and will be due within thirty (30) days of the invoice date.
- (c) Notwithstanding the foregoing, WEX reserves the right to:
- Charge for the provision of additional services that were neither included in nor contemplated by this Agreement on the Effective Date;
 - Charge for proprietary technology and services;
 - Increase fees based on additional costs imposed on WEX, such as significant postal rate or bank fee increases or substantiated increased costs due to legislative or regulatory changes, domestic or foreign, actually incurred in performing its services; and
 - Pass through any fees charged to WEX by a vendor of LIGHT or Employer.
- WEX shall provide LIGHT with reasonable prior written notice of such charges or increases.
- (d) On or after the rate expiration date indicated on the fee schedule, WEX reserves the right to amend the fee schedule with at least sixty (60) days' advance written notice. If LIGHT is unwilling to accept the changes to the fee schedule, LIGHT may terminate this Agreement by providing notice to WEX no later than the effective date of the fee schedule amendment.
- (e) Fees quoted assume that WEX's standard software and systems will be compatible with Employer's software and systems and with any prior service provider's software and systems so that the services can be readily performed without any modifications or alterations of WEX's software and systems. In the unusual event that costs are incurred by WEX to integrate the WEX services with Employer's software and systems and/or in migrating the data from the prior service provider to WEX's systems, those costs may be charged separately on a time and materials basis or as otherwise provided under a separate agreement between the parties.

6.2 Non-Party Payment on Behalf of LIGHT and Compliance with Anti-Rebating Law

LIGHT represents and warrants that if someone other than LIGHT is paying WEX's fees on behalf of Employer, the making of such payment shall not violate any applicable anti-rebating law and agrees to hold WEX harmless (including reasonable attorney's fees) from all losses that result from LIGHT's breach of this provision.

6.3 Past Due Fees

Notwithstanding anything in this Agreement or any other agreement between the parties to the contrary, if LIGHT or Employer fails to pay WEX any amount (except for amounts subject to a good faith dispute) that is due as a result of the services provided by WEX to Employer under this Agreement or any other agreement between the parties, WEX shall be permitted to deduct the undisputed amount from any funds held by WEX that were received from Employer. This right of offset shall be in addition to any other remedies that WEX may have in this Agreement or any other agreement between the parties with respect to such non-payment, including, without limitation, any right to terminate this Agreement or a right of recoupment, regardless of whether the past due amount is paid in full as a result of the offset or recoupment rights provided herein.

ARTICLE 7 GENERAL

7.1 Limitations of Liability

Notwithstanding any other provision in this Agreement to the contrary, the total cumulative liability of WEX to LIGHT and Employer for all claims, actions, or suits however caused arising out of or in connection with this Agreement shall be limited to direct damages and, shall not exceed the greater of: (a) the amount of fees received by WEX from Employer under this Agreement for the twelve (12) months prior to the occurrence of the event giving rise to any such claims, actions or suits; or (b) amounts payable and actually paid to LIGHT or Employer or WEX resulting from LIGHT's claim or Employer's claim, as applicable, under the insurance policies provided for under Section 7.2 of this Agreement.

In no event shall either party be liable to the other for consequential, special, exemplary, punitive, indirect or incidental damages, including, but not limited to, any damages resulting from loss of use, or loss of profits arising out of or in connection with this Agreement, whether in an action based on contract, tort (including negligence) or any other legal theory whether existing as of the Effective Date or subsequently developed, even if the party has been advised of the possibility or foreseeability of such damages.

No action under this Agreement may be brought by either party more than two (2) years after the cause of action has accrued.

WEX and LIGHT expressly agree that the limitations of liability in this Section 7.1 represent an agreed allocation of the risks of this Agreement between the parties. This allocation is reflected in the pricing offered by WEX to LIGHT and is an essential element of the basis of the bargain between the parties.

7.2 Insurance

During the term of this Agreement, WEX shall maintain general liability insurance and professional/cyber liability insurance with policy limits of not less than \$10,000,000 per occurrence and in the aggregate.

WEX maintains commercial crime insurance, including employee dishonesty coverage with policy limits of not less than \$5,000,000.

Upon request, WEX shall provide LIGHT with a certificate or certificates of insurance reflecting such insurance coverages.

7.3 Indemnification

- (a) Subject to the limitations in Section 7.1, WEX will indemnify, defend and hold harmless LIGHT (and its respective officers, directors, employees, authorized representatives, successors, and permitted assigns) and Employer (and its respective officers, directors, employees, authorized representatives, successors, and permitted assigns) from and against all Charges (as defined below in Section 7.3(e)), liability, damages, costs, losses, penalties, expenses and reasonable attorney's fees (collectively, "Losses") incurred by Employer in connection with any threatened, pending or adjudicated claim, demand, action, suit or proceeding by any third party (including an action brought by or on behalf of an employee or a participant) to the extent arising out of WEX's (i) fraudulent or criminal actions or omissions or (ii) material breach of this Agreement or of any executed or applicable business associate agreement between the parties.

- (b) In addition to Sections 2.16, 2.22, 2.27, and 6.2, LIGHT will indemnify, defend and hold harmless WEX (and its respective officers, directors, employees, authorized representatives, successors, and permitted assigns) from and against all Losses incurred by WEX in connection with any threatened, pending or adjudicated claim, demand, action, suit or proceeding by any third party (including an action brought by or on behalf of an employee or a participant) to the extent arising out of LIGHT's (i) fraudulent or criminal actions or omissions or (ii) material breach of this Agreement or of any executed or applicable business associate agreement between the parties.

If LIGHT is a state agency or otherwise subject to a public entity/political subunit non- indemnification type statute and therefore unable to indemnify under this subsection 7.3(b), LIGHT agrees that WEX shall not be responsible for any injury or damage that occurs as a result of any negligent act or omission committed by LIGHT, including its employees or assigns.

- (c) A party (the "Indemnified Party") seeking indemnification under Sections 7.3(a) or 7.3(b) above shall promptly notify the other party (the "Indemnifying Party") of any matters in respect of which the foregoing indemnity may apply and of which the Indemnified Party has knowledge, and give the Indemnifying Party the opportunity to control the response thereto and the defense thereof; provided, however, that the Indemnified Party shall have the right to participate in any legal proceeding to contest and defend a claim for indemnification involving a third party and to be represented by its own attorneys, all at the Indemnified Party's sole cost and expense; and provided further, however, that no settlement or compromise of an asserted third-party claim may be made without the prior written consent of the Indemnifying Party.
- (d) The Indemnified Party must notify the Indemnifying Party within thirty (30) days in writing of any actual or threatened claim, demand, action, suit or proceeding to which it claims such indemnification applies. Failure to so notify the Indemnifying Party shall not be deemed a waiver of the right to seek indemnification, unless the actions of the Indemnifying Party have been materially prejudiced by the failure of the Indemnified Party to provide notice within the required time period.
- (e) For purposes of this Section 7.3, "Charges" means: (i) excise taxes imposed under Code Section 4980B (26 USC § 4980B), subject to the provisions of the aggregate limitations set forth in Code Section 4980B and the right of the assessed party to challenge the Internal Revenue Service with respect to all or part of the imposition of such excise taxes; and/or (ii) penalties (in an amount up to \$110 per day) that are imposed by a court under Section 502(c)(1) of ERISA (29 USC § 1132) and that are paid. Charges shall not include the payment of the claims for benefits under the terms of the Plan.

ARTICLE 8 MISCELLANEOUS

8.1 Number

Where the context of this Agreement requires, the singular shall include the plural and vice versa.

8.2 Force Majeure

Notwithstanding anything to the contrary contained herein, neither party shall be responsible or liable if the performance of its obligations hereunder is hindered or adversely affected or becomes impossible or impracticable, as a result of an event or effect that the party could not have anticipated or controlled or for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its reasonable control, including, without limitation, lockouts, strikes, work stoppages or other labor disruption, accidents, epidemics, pandemics, quarantines, war (whether declared or undeclared), acts of war or terrorism (whether foreign or domestic in origin), insurrection, sabotage, riot, a decree of health emergency, national emergencies or other man-made emergency, civil or military disturbances including any law, regulation, order or other action by any governmental authority, nuclear or natural disasters or acts of God, interruptions, loss or malfunctions of utility, transportation, communications or computer (software and hardware) services, including the disruption or outage of the Internet, or disruption of financial markets or banking functions (a "Force Majeure Event").

A party affected by a Force Majeure Event shall as soon as reasonably practicable after the occurrence of the Force Majeure Event or the occurrence of harm resulting from such a Force Majeure Event that causes the party to be unable to perform: (a) provide written notice to the other party of the nature and extent of any such Force Majeure Event; and (b) use commercially reasonable efforts to remedy any inability to perform due to such a Force Majeure Event.

8.3 Waiver

If either party fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the other party.

8.4 Severability

If any provision of this Agreement is determined to be unenforceable or invalid, such determination shall not affect any other provision, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein.

8.5 Governing Law

This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the internal laws of the State of Nebraska (without regard to the laws of conflict that might otherwise apply) as to all matters, including without limitation, matters of validity, interpretation, construction, effect, performance, enforcement and remedies.

8.6 Dispute Resolution

Excluding all matters pertaining to the collection of amounts due to WEX arising out of the services provided, any claim, controversy or dispute arising out of, or relating to, this Agreement, in addition to disputes about invoices per Section 6.1, first promptly shall be settled by managers with direct day-to-day responsibility under this Agreement, and if not so settled, promptly shall be addressed by executives of the parties who have authority to settle the dispute. A party wishing to raise a dispute shall give prompt written notice to the other party, and the good faith attempt to resolve the dispute, as described in the foregoing sentence, shall take place within thirty (30) days thereafter. Engaging in the dispute resolution process described in this Section 8.6 shall be a condition precedent to proceeding with litigation.

Notwithstanding the foregoing, this provision shall not prevent either party from seeking injunctive relief (or any other provisional remedy) from any court having jurisdiction over the parties and the subject matter of their dispute relating to this Agreement.

To the extent this Agreement must be enforced in a court of law, the parties agree that it can only be brought in the United States District Court for the District of Nebraska, and both parties consent to such jurisdiction and venue.

8.7 Notice

Any notice required or permitted to be given under this Agreement shall be deemed delivered to the address set forth in this Agreement or such other physical or electronic address as specified by the party: (a) when received if delivered by hand; (b) the next business day if placed with a reputable express carrier for delivery during the morning of the following business day; (c) three (3) days after deposit in the U.S. mail for delivery, postage prepaid; or (d) when received if delivered electronically. WEX: 82 Hopmeadow Street, Simsbury, CT 06089, Attention: General Counsel. LIGHT: League Insurance Government Health Team, 1335 L Street, Lincoln, NE 68508, Attention: LIGHT Administrator.

8.8 Entire Agreement

This Agreement, together with the business associate agreement if so applicable, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and understandings, whether written or verbal. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of any purchase order,

payment processing agreement, or other document relating to the services provided by WEX herein, the terms and conditions of this Agreement shall control. Further, the terms and conditions of this Agreement shall prevail over any additional terms contained in any such purchase order, payment processing agreement, or other document. Any amendment to this Agreement must be in writing and consented to by authorized representatives of both parties. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, permitted assigns, and successors in interest. Unless expressly set forth in this Agreement, nothing in this Agreement is intended to confer, and nothing herein shall confer upon any person other than the parties hereto, any rights, remedies, obligations or liabilities whatsoever.

8.9 Assignment

This Agreement may not be assigned by either party without the prior written consent of the other unless to an affiliate or in connection with a change in control, merger, acquisition or sale of all or substantially all of the party's assets and provided that the surviving entity has agreed to be bound by this Agreement and has notified the other party in writing within thirty (30) days following the date of the assignment. If consent is required, the parties shall not unreasonably withhold or delay consent.

8.10 Survival

Those provisions that by their nature are intended to survive termination or expiration of this Agreement shall so survive.

8.11 Relationship of the Parties

Employer and WEX acknowledge and agree that WEX is retained under this Agreement as an independent contractor of LIGHT to assist LIGHT and Employer with its obligations to comply with the continuation coverage provisions of COBRA, and that WEX is not a fiduciary under ERISA and lacks any discretion hereunder. LIGHT agrees that use of or offset of amounts in the Custodial Account to pay for fees or other amounts due to WEX under this Agreement shall constitute an Employer action that is authorized by LIGHT and Employer under this Agreement. LIGHT agrees that such actions are not discretionary acts of WEX and do not create fiduciary status for WEX. This Agreement is not intended to create, nor does it create and shall not be construed to create, a relationship of partner or joint venture or any association for profit between LIGHT and WEX.

8.12 Authority

Neither WEX nor LIGHT, when dealing with the other party in relation to the Plan, shall be obliged to determine the other party's authority to act pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective July 1, 2022.

WEX Health, Inc.

League Insurance Government Health Team

By: _____
 Andy Doeden
 SVP, National Sales
 WEX Health, Inc.
 82 Hopmeadow Street
 Simsbury, CT 06089

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

Certificate Of Completion

Envelope Id: 3ABFB5854C4F4B45BE7E2959E517E8DD	Status: Completed
Subject: WEX Health Inc. Client ASA/BAA for LIGHT TEST 3:	
Source Envelope:	
Document Pages: 29	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Disabled	WEX Health DocuSign
Time Zone: (UTC-06:00) Central Time (US & Canada)	4321 20th Ave S
	Fargo, ND 58103
	docusign@wexhealth.com
	IP Address: 64.207.219.9

Record Tracking

Status: Original	Holder: WEX Health DocuSign	Location: DocuSign
10/24/2022 10:31:42 AM	docusign@wexhealth.com	

Signer Events

R. Paul Lambert
 brendah@lonm.org
 Security Level: Email, Account Authentication (None)

Signature



Signature Adoption: Uploaded Signature Image
 Using IP Address: 173.244.130.186

Timestamp

Sent: 10/26/2022 4:25:00 PM
 Viewed: 10/26/2022 4:51:05 PM
 Signed: 10/27/2022 2:02:12 PM

Electronic Record and Signature Disclosure:

Accepted: 10/26/2022 4:51:05 PM
 ID: d039108e-8348-4ce1-a215-3b5192ee1b2c

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	10/24/2022 10:31:43 AM
Certified Delivered	Security Checked	10/26/2022 4:51:05 PM
Signing Complete	Security Checked	10/27/2022 2:02:12 PM
Completed	Security Checked	10/27/2022 2:02:12 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, WEX (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact WEX:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: docusign@wexhealth.com

To contact us by paper mail, please send correspondence to:

WEX

4321 20th Ave S

Fargo, ND 58103

To advise WEX of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@wexhealth.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from WEX

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to docusign@wexhealth.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with WEX

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to docusign@wexhealth.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify WEX as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by WEX during the course of your relationship with WEX.



Underwritten by
United of Omaha Life Insurance Company
Mutual of Omaha Insurance Company
Mutual of Omaha Affiliates

Group Insurance Proposal

Presented To:

LIGHT

Presented By:

McInnes Group, Inc.

Includes:

Short-Term Disability, Long-Term Disability, Voluntary Dental

April 17, 2023

TABLE OF CONTENTS

Alternate 2.00

Short-Term Disability Insurance: Benefit and Cost Summary

Alternate 3.01

Long-Term Disability Insurance: Benefit and Cost Summary

Alternate 4.01

Voluntary Dental Insurance: Benefit and Cost Summary

Short-Term Disability Insurance: Explanation of Additional Benefits

Definitions

Additional Benefits

Long-Term Disability Insurance: Explanation of Additional Benefits

Definitions

Additional Benefits

Voluntary Dental Insurance: Explanation of Additional Benefits

Definitions

Additional Benefits

Rating Criteria



SHORT-TERM DISABILITY INSURANCE

Proposal for: LIGHT
Alternate: 2.00

The following Short-Term Disability plan is being proposed on a fully-insured basis effective **07/01/23**. This proposal assumes this coverage is underwritten by United of Omaha Life Insurance Company. For additional information about Mutual of Omaha's products and services, visit mutualofomaha.com.

ELIGIBILITY

CLASS DEFINITION(S)	Class 1: All Eligible Employees
ELIGIBILITY REQUIREMENT	This proposal provides coverage for all actively at work employees on the policy effective date working the minimum number of hours shown below in the United States, unless otherwise approved by Mutual of Omaha. Certain requirements apply.
MINIMUM WORK HOURS	Class 1: 30 or more hours each week

BENEFIT SUMMARY

	Class 1
BENEFIT PERCENTAGE	60%
MAXIMUM BENEFIT	\$1,000
ACCIDENT ELIMINATION PERIOD	14 days
SICKNESS ELIMINATION PERIOD	14 days
ZERO DAY RESIDUAL	Included
OWN JOB DEFINITION	Loss of duties and earnings
BENEFIT DURATION	24 weeks
INTEGRATION	Yes
SS INTEGRATION METHOD	Family
SALARY CONT.	Full
STATE DISABILITY PLAN OFFSET	Yes
PFL OFFSET	Yes
MINIMUM BENEFIT	\$25

PARTIAL DISABILITY

	Class 1
EARNINGS TEST %	99% (Mutually Progressive Partial)
PARTIAL DISABILITY FORMULA	Mutually Progressive Partial

PARTICIPATION AND COST SUMMARY

PARTICIPATION ASSUMPTIONS	Minimum Participation	Number of Eligible Employees	Contribution Structure
	100%	20	Non-Contributory

PARTICIPATION AND COST SUMMARY (CONT'D)

COST SUMMARY	Number of Lives	Weekly Benefit Volume	Monthly Rate	Total Monthly Premium	Total Annual Premium
STD	20	\$6,923	\$0.75 (Per \$10 of Weekly Benefit)	\$519.23	\$6,230.76

RATE GUARANTEE 2 Years

RATE GUARANTEE DATE 07/01/2025

ADDITIONAL BENEFITS

DEFINITION OF WEEKLY EARNINGS Earnings Just Prior to Disability, Annual Salary

VOC REHAB INCENTIVE 5%

REASONABLE ACCOMMODATION BENEFIT 100%, up to \$1,000

LAYOFF/FURLOUGH/LEAVE

- **Temporary Layoff** - Not Included
- **Furlough** - Not Included
- **Personal Leave** - Not Included

CONTINUATION FOR FEDERAL AND STATE LAWS **Included** – The federal Family and Medical Leave Act (FMLA) and Uniformed Services Employment and Reemployment Rights Act (USERRA) and any amendments thereto, as well as other applicable federal or state laws, may allow continuation of insurance in certain instances for leaves of absence, layoff or termination. Insurance may be continued for the time period allowed by the applicable law, for the employee/member. This provision applies to employer and union groups only, subject to certain conditions.

FICA PAYMENT The employer will deposit their portion of any applicable FICA tax with the IRS.

W-2 PREPARATION Mutual of Omaha will prepare IRS Form W-2 for each employee who receives benefits under the policy.



LONG-TERM DISABILITY INSURANCE

Proposal for: LIGHT

Alternate: 3.01

The following Long-Term Disability plan is being proposed on a fully-insured basis effective **07/01/23**. This proposal assumes this coverage is underwritten by United of Omaha Life Insurance Company. For additional information about Mutual of Omaha's products and services, visit mutualofomaha.com.

ELIGIBILITY

CLASS DEFINITION(S)	Class 1: All Eligible Employees
ELIGIBILITY REQUIREMENT	This proposal provides coverage for all actively at work employees on the policy effective date working the minimum number of hours shown below in the United States, unless otherwise approved by Mutual of Omaha. Certain requirements apply.
MINIMUM WORK HOURS	Class 1: 30 or more hours each week

BENEFIT SUMMARY

	Class 1
BENEFIT PERCENTAGE	60%
MAXIMUM BENEFIT	\$4,000
GUARANTEE ISSUE	\$4,000
ELIMINATION PERIOD	180 days
ACCUMULATION PERIOD	360 days
ZERO DAY RESIDUAL	Included
OWN OCC DEFINITION	24 months
BENEFIT DURATION	3 years
INTEGRATION	Family
PRE-EXISTING CONDITION	3/12
MENTAL DISORDERS	24 months - Lifetime
DRUG & ALCOHOL	24 months - Lifetime
SELF-REPORTED/SPECIFIC CONDITIONS	24 months - Lifetime
MINIMUM BENEFIT	\$100

PARTIAL DISABILITY

	Class 1
EARNINGS TEST %	99% during the Own Occ period, then 85% thereafter
PARTIAL DISABILITY FORMULA	Mutually Progressive Partial; Child Care
WORK INCENTIVE	To end of the maximum benefit period

PARTICIPATION AND COST SUMMARY

PARTICIPATION ASSUMPTIONS	Minimum Participation	Number of Eligible Employees	Contribution Structure
	100%	20	Non-Contributory

COST SUMMARY

	Number of Lives	Covered Monthly Payroll	Monthly Rate	Total Monthly Premium	Total Annual Premium
LTD	20	\$50,000	\$0.45 (Per \$100 of Monthly Covered Payroll)	\$225.00	\$2,700.00

RATE GUARANTEE 2 Years

RATE GUARANTEE DATE 07/01/2025

ADDITIONAL BENEFITS

DEFINITION OF MONTHLY EARNINGS Earnings Just Prior to Disability, Annual Salary

VOC REHAB INCENTIVE 5%

REASONABLE ACCOMMODATION BENEFIT 100%, up to \$5,000

RECURRENT DISABILITY 6 months

SURVIVOR BENEFIT 3 months

LAYOFF/FURLOUGH/LEAVE

- **Temporary Layoff** - Not Included
- **Furlough** - Not Included
- **Personal Leave** - Not Included

CONTINUATION FOR FEDERAL AND STATE LAWS **Included** – The federal Family and Medical Leave Act (FMLA) and Uniformed Services Employment and Reemployment Rights Act (USERRA) and any amendments thereto, as well as other applicable federal or state laws, may allow continuation of insurance in certain instances for leaves of absence, layoff or termination. Insurance may be continued for the time period allowed by the applicable law, for the employee/member. This provision applies to employer and union groups only, subject to certain conditions.

WAIVER OF PREMIUM Included

FICA PAYMENT If FICA tax is applicable, we will pay the employer’s share of the FICA. This optional service has been included in the premium rates.

W-2 PREPARATION Mutual of Omaha will prepare IRS Form W-2 for each employee who receives benefits under the policy.



VOLUNTARY DENTAL INSURANCE

Proposal for: LIGHT
Alternate: 4.01

The following Voluntary Dental plan is being proposed on a fully-insured basis effective **07/01/23**. This proposal assumes this coverage is underwritten by United of Omaha Life Insurance Company. For additional information about Mutual of Omaha's products and services, visit mutualofomaha.com.

ELIGIBILITY

CLASS DEFINITION(S)	Class 1: All Eligible Employees
ELIGIBILITY REQUIREMENT	This proposal provides coverage for all actively at work employees on the policy effective date working the minimum number of hours shown below in the United States, unless otherwise approved by Mutual of Omaha. Certain requirements apply.
MINIMUM WORK HOURS	Class 1: 30 or more hours each week

BENEFIT SUMMARY

POLICY YEAR DEDUCTIBLE	Class 1
TYPE A	Waived
TYPE B, C	
INDIVIDUAL:	\$50
FAMILY:	3 times Individual
POLICY YEAR MAXIMUM	Class 1
	\$2,000
COVERAGE LEVELS	Class 1
TYPE A:	100%
TYPE B:	80%
TYPE C:	50%

The plan pays the percentage shown after the Policy Year deductible is satisfied.
 The Policy Year deductible and maximum are cumulative for both In-Network and Out-Network Providers.

COBRA Administered by Policyholder.

PARTICIPATION AND COST SUMMARY

PARTICIPATION ASSUMPTIONS

Minimum Participation	Number of Eligible Employees	Contribution Structure
Greater of 5 lives or 60%	20	100% Employee paid

COST SUMMARY CLASS 1

Employee Only
 Employee + Spouse
 Employee + Child(ren)
 Employee + Family
 Total (All Classes)

Assumed Lives	Monthly Rates*	Monthly Premium	Annual Premium Sub-Total
6	\$39.07	\$241.84	\$2,902.08
4	\$79.39	\$296.12	\$3,553.44
1	\$99.54	\$70.67	\$848.04
1	\$148.70	\$203.72	\$2,444.64
12		\$812.35	\$9,748.20

*The rates quoted include the cost of state mandated benefits as of the date of this proposal.

RATE GUARANTEE 1 Year

RATE GUARANTEE DATE 07/01/2024

POLICY YEAR Calendar Year

ADDITIONAL BENEFITS

NETWORK

- In-Network provider allowances are based on contracted provider fee schedules.
- Out-network provider maximum allowable charge (MAC) is based on In-Network provider allowances
- Charges that exceed the maximum allowance for any covered dental service are not considered.

CONTINUATION FOR FEDERAL AND STATE LAWS

Included – The federal Family and Medical Leave Act (FMLA) and Uniformed Services Employment and Reemployment Rights Act (USERRA) and any amendments thereto, as well as other applicable federal or state laws, may allow continuation of insurance in certain instances for leaves of absence, layoff or termination. Insurance may be continued for the time period allowed by the applicable law, for the employee/member and any dependent. This provision applies to employer and union groups only, subject to certain conditions.

ANNUAL OPEN ENROLLMENT PERIOD

The plan has an Annual Open Enrollment Period. This period begins 30 days prior to the policy's Anniversary Date and ends on the Anniversary Date.

COVERED SERVICES

TYPE A - PREVENTIVE & DIAGNOSTIC

- Exams: 2 services in a 12 month period
- Bitewing X-rays: 4 films in a 12 month period
- Full Mouth Series/Panoramic X-ray: 1 service in a 60 month period
- Other X-rays
- Fluoride: 2 services in a 12 month period for dependent children to age 14
- Cleaning: 2 services in a 12 month period
- Sealants: For dependent children to age 14
- Brush Biopsy/Cancer Screen: 2 services in a 12 month period
- Harmful Habit Appliance: For dependent children to age 14

TYPE B - BASIC SERVICES

- Space Maintainers: For dependent children to age 14
- Palliative Treatment: Emergency minor procedure
- Periodontal Maintenance: 2 services in a 12 month period
- Fillings: Amalgam and composite/resin fillings. Composite fillings on molars are limited to the amount otherwise payable for an amalgam filling
- Stainless Steel Crowns: For dependent children to age 16
- Simple Extractions
- Surgical Extractions
- Oral Surgery
- General Anesthesia or I.V. Sedation
- Endodontics
- Non-Surgical Periodontics
- Surgical Periodontics
- Repair of Full or Partial Dentures
- Repair of Bridges
- Repair of Cast Crowns, Inlays, Onlays, Labial Veneers

TYPE C - MAJOR SERVICES

- Dentures (Full or Partial): Replacement once in 10 years
- Bridges: Replacement once in 10 years
- Cast Crowns, Inlays, Onlays, Labial Veneers: Replacement once in 10 years



SHORT-TERM DISABILITY INSURANCE

DEFINITIONS

DEFINITION OF DISABILITY	Disability and disabled mean that because of an injury or illness, a significant change in an employee's mental or physical functional capacity has occurred, in which the employee is 1) prevented from performing at least one of the material duties of his/her regular job and 2) is unable to generate current earnings which exceed 99% (Mutually Progressive Partial) of weekly earnings in his/her regular job. The claimant may be totally or partially disabled during the elimination period.
DEFINITION OF PARTIAL DISABILITY	Mutually Progressive Partial/Work Incentive Benefit: The progressive partial work incentive benefit allows an employee to return to work, in any capacity, for the maximum benefit duration. The employee is eligible for partial disability benefits upon suffering a one percent earnings loss. The weekly benefit is equal to the total disability benefit, offset by any other income.
DEFINITION OF WEEKLY EARNINGS	Weekly earnings for salaried employees is the gross annual salary in effect immediately prior to the date disability begins, divided by 52. Weekly earnings for hourly employees is the hourly rate of pay multiplied by the average number of hours worked per week during the 12 month period immediately prior to the date disability begins. If employed for part of the prior 12 month period, weekly earnings is the hourly rate of pay multiplied by the average number of hours worked.
	Weekly earnings includes: <ul style="list-style-type: none"> ▪ Contributions to deferred compensation plans
	Weekly earnings excludes: <ul style="list-style-type: none"> ▪ Other Extra Compensation ▪ Differentials ▪ Overtime ▪ Bonuses ▪ Commissions

ADDITIONAL BENEFITS

The information below is intended to provide more detail about the additional benefits for short-term disability insurance outlined previously in this proposal. These additional benefits may vary by class.

VOC REHAB INCENTIVE	When an employee is participating in a rehabilitation plan approved by Mutual of Omaha, the weekly benefit will increase by 5%, subject to certain conditions. Vocational rehabilitation encourages a return to productive employment, focusing on job modification, job placement, re-education/retraining and workplace alteration.
CONTINUITY OF COVERAGE	Employees will neither gain nor lose coverage solely due to a change in carrier.
MATERNITY COVERAGE	Disability caused by pregnancy or complications with pregnancy are covered on the same basis as a disability caused by any illness.



LONG-TERM DISABILITY INSURANCE

DEFINITIONS

DEFINITION OF DISABILITY	<p>Disability and disabled mean that because of an injury or illness, a significant change in an employee's mental or physical functional capacity has occurred, in which the employee is:</p> <ul style="list-style-type: none"> ▪ Prevented from performing at least one of the material duties of his/her regular occupation during the first 24 months of disability and after 24 months, is unable to perform all of the material duties of any gainful occupation; and ▪ Is unable to generate current earnings which exceed 99% of monthly earnings in his/her regular occupation or if partially disabled, 85% of monthly earnings in any gainful occupation (Mutually Progressive Partial). The claimant may be totally or partially disabled during the elimination period.
DEFINITION OF PARTIAL DISABILITY	<p>Mutually Progressive Partial/Work Incentive Benefit: The progressive partial work incentive benefit allows an employee to return to work, in any capacity, for the maximum benefit duration. The employee is eligible for partial disability benefits upon suffering a one percent earnings loss. The monthly benefit is equal to the total disability benefit, offset by any other income.</p>
DEFINITION OF MONTHLY EARNINGS	<p>Monthly earnings for salaried employees is the gross annual salary in effect immediately prior to the date disability begins, divided by 12. Monthly earnings for hourly employees is the hourly rate of pay multiplied by the average number of hours worked per month during the 12 month period immediately prior to the date disability begins. If employed for part of the prior 12 month period, monthly earnings is the hourly rate of pay multiplied by the average number of hours worked.</p> <p>Monthly earnings includes:</p> <ul style="list-style-type: none"> ▪ Contributions to deferred compensation plans <p>Monthly earnings excludes:</p> <ul style="list-style-type: none"> ▪ Other Extra Compensation ▪ Differentials ▪ Overtime ▪ Bonuses ▪ Commissions

ADDITIONAL BENEFITS

The information below is intended to provide more detail about the additional benefits for long-term disability insurance outlined previously in this proposal. These additional benefits may vary by class.

VOC REHAB INCENTIVE	<p>When an employee is participating in a rehabilitation plan approved by Mutual of Omaha, the monthly benefit will increase by 5%, subject to certain conditions. Vocational rehabilitation encourages a return to productive employment, focusing on job modification, job placement, re-education/retraining and workplace alteration.</p>
WORKPLACE ALTERATION ASSISTANCE	<p>Mutual of Omaha will provide funding for workplace alteration for employees who could remain at work or return to work with modifications to the worksite environment.</p>
RECURRENT DISABILITY	<p>An employee is eligible for disability benefits without satisfaction of a new elimination period if after returning to work full-time with the Policyholder, disability recurs within 6 months.</p>
SURVIVOR BENEFIT	<p>The benefit pays a survivor or the estate three times the last monthly benefit prior to death when a claimant dies while eligible for benefits.</p>

CONTINUITY OF COVERAGE	Employees will neither gain nor lose coverage solely due to a change in carrier.
COST OF LIVING FREEZE	Once an employee is receiving LTD benefits, those benefits are not reduced by cost of living increases from Social Security or other sources of income.
WAIVER OF PREMIUM	Premiums for this coverage are waived for a disabled employee while receiving LTD benefits under this plan.
MATERNITY COVERAGE	Disability caused by pregnancy or complications with pregnancy are covered on the same basis as a disability caused by any illness.



RATING CRITERIA

Some assumptions have been made in the preparation of this proposal. Changes in these assumptions may impact the rates or fees. These assumptions apply to all coverages included in this proposal unless otherwise noted.

SIC CODE This proposal assumes the applicable Standard Industry Classification (SIC) code for the group is 8611.

SITUS STATE This proposal assumes the situs state of the group is NE.

ACCEPTANCE This proposal is contingent upon Mutual of Omaha Home Office review and acceptance of the completed application for coverage. It is recommended that current coverage is not cancelled or dropped until notification of acceptance from Mutual of Omaha is received.

LIMITATIONS & STANDARD CONTRACT NOTICE This proposal is subject to Mutual of Omaha's standard product terms, limitations, and exclusions. Additionally, this proposal requires use of standard system-compatible benefits and contract provisions. Applicable federal and state mandates are added at issuance.

This proposal also assumes that all employees/members reside in the situs state of the group. If any employees/members reside outside of the situs state of the group, we must be notified of the number of employees/members by state during the implementation process so that all applicable state mandates can be accommodated.

Please refer to a sample standard contract, certificate booklet and/or subscription agreement documents for additional information and detail, available upon request.

ERISA Each plan presented in this proposal is considered to be an employer-sponsored ERISA benefit plan. If it is determined that any plan presented in this proposal is not an ERISA benefit plan, Mutual of Omaha reserves the right to re-rate or otherwise adjust the proposed plan(s).

PROPOSAL CONDITIONS Mutual of Omaha reserves the right to re-rate or withdraw this proposal *prior* to the effective date if any of the following changes:

- SIC code
- Employer contributions
- Information regarding disabled or COBRA participants
- For groups that are experience rated - risk increases based on review of the current carrier's claims experience, including open or pended claims
- Demographics (age, gender, occupation, earnings, location and size)
- Plan participation - increase or decrease of 10% or more lives
- Laws, regulations, judicial and/or administrative orders and decisions affecting benefits, cost of administration, or cost of health care services
- If employees are residing in extraterritorial jurisdictions that were not otherwise disclosed
- Proposed effective date
- Benefits or eligibility
- Premium tax

On or after the effective date, Mutual of Omaha reserves the right to change rates or fees if there is a change in any factor listed above. In addition, Mutual of Omaha may change rates or fees any time after the most recent Rate Guarantee Date, provided at least 30 days advance notice of the rate or fee increase has been given to the group.

DENTAL BID QUALIFICATIONS	<p>The rates and benefits quoted are based on preliminary enrollment data and subject to adjustments if final enrollment varies from preliminary enrollment data.</p> <p>If additional Dental quotes are offered, final rates may vary based on plan design, submitted case information and expenses.</p>
PROPOSAL EXPIRATION	<p>This proposal is good for 90 days after 04/17/2023, or the assumed effective date of the plan, whichever comes first.</p>
DENTAL ENROLLMENT	<p>Eligible employees and their dependents may elect coverage during the initial enrollment period or any subsequent enrollment period.</p> <p>This proposal assumes annual enrollments take place 30 days prior to the renewal date of the plan.</p>
DENTAL WORK IN PROGRESS	<p>Standard procedures for work in progress when an account has moved their dental coverage to Mutual of Omaha are:</p> <ul style="list-style-type: none"> ▪ Dentures and Bridgework - Covered only if the final impression is taken after the patient becomes eligible. ▪ Endodontics - Endodontic work is reimbursed based upon the completed date of service. ▪ Crowns, inlays, onlays, and labial veneers - Covered only if the final impression is taken after the patient becomes eligible.