



SERVICES AGREEMENT

This Agreement made by and between Jackson County, Missouri ("Employer") who sponsors a group employee benefits plan ("Plan") and CBIZ Benefits & Insurance Services, Inc. ("CBIZ"), who will provide for Employer one or more of the services more fully described herein and as indicated below.

WHEREAS, in accordance with the terms set forth below, CBIZ will perform the services described herein in accordance with the provisions of the Internal Revenue Code, as amended ("IRC") and the Public Health Services Act, as amended ("PHS"), without assuming any responsibility as a plan administrator or plan sponsor under the Plan, and without assuming any responsibility for continuation or extension of coverage laws unless specifically agreed to elsewhere in this Agreement.

CBIZ will perform the following services effective July 1, 2022:

Employee Benefits Consulting Services (Addendum A)

The Terms of Agreement and all applicable Addenda are attached hereto. Employer and CBIZ have read the Terms of Agreement and all attached Addenda and agree to be bound by their terms.

Employer

Jackson County, Missouri

By: Michelle Christman

Title: Director of HR

Date: 6/29/2022

CBIZ Benefits & Insurance Services, Inc.

By: Nancy M. Bellard

Title: Executive Vice President

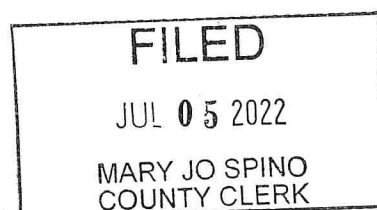
Date: 6/29/2022

APPROVED AS TO FORM

Bryan O. Conaway
County Counselor

ATTEST:

Mary Jo Spino
Clerk of the County Legislature



TERMS OF AGREEMENT

1. Services Provided by CBIZ. CBIZ will perform one or more of the services selected by Employer and pursuant to the services outlined on Addendum A, attached hereto and made a part hereof. The specific services to be performed for Employer shall be determined by CBIZ and Employer and may be modified from time to time as agreed upon between the parties.
2. Relationship of the Parties. It is understood and agreed that this Agreement does not create any employer/employee, partner or joint venture relationship between the parties. The parties agree that the relationship between CBIZ and Employer shall be that of independent contractors. As an independent contractor, CBIZ shall have the right to determine the means and methods to be used in accomplishing and providing the services to be rendered hereunder, including but not limited to outsourcing one or more services contemplated herein. Each party shall be responsible for all expenses involved in the execution of any services to be performed by them hereunder and shall also be responsible for all federal, state and local taxes that may be required to be paid by either party. The parties shall not have any express or implied rights or authority to assume or create any obligation or responsibility on behalf of or in the name of the other, except as may otherwise be set forth in this Agreement.
3. Requests of Information. Employer acknowledges the importance of providing complete and accurate information to CBIZ prior to the effective date of any and all services provided hereunder. CBIZ, from time to time, will request certain information from Employer, which is necessary to enable CBIZ to adequately perform its duties hereunder. Employer shall, within fifteen (15) days of the mailing or hand delivery of such request, furnish CBIZ with all information requested. CBIZ, its officers, employees and agents shall not be liable for any damages, taxes, interest, penalties, or fines incurred by Employer if all the requested information is not furnished within the time period set forth in this paragraph.
4. Reliance on Employer Provided Information. All information supplied to CBIZ by Employer shall be provided in writing or in such electronic media as is acceptable to the parties and such information shall be true and correct to the best of Employer's belief and knowledge. CBIZ may rely on any such information furnished by authorized individual(s) of Employer and shall have no responsibility to inquire into its correctness or accuracy. CBIZ shall incur no liability for reliance on such information in the performance of its services. If the information supplied proves to be incorrect, Employer will, if applicable, pay CBIZ based upon then current hourly rates for the costs of all work to correct such information. Employer shall use reasonable efforts to retain duplicate copies of information or material sent to CBIZ and for taking other precautions as it deems necessary in case such information or materials are lost or destroyed, regardless of cause, or in case information reprocessing is needed for any reason.
5. Plan Administration and Fiduciary Responsibilities. Employer is the Plan's fiduciary, whether named or otherwise, and plan administrator, not CBIZ. Nothing contained in this Agreement shall be deemed to make CBIZ a fiduciary to the Plan. Employer is solely responsible for all administrative duties incident to the maintenance of the aforementioned Plan, including general compliance with the IRC, PHS, Consolidated Omnibus Budget Reconciliation Act of 1985, P.L. 99-272 ("COBRA") or any other federal, state or local laws or regulations that may have bearing on this Plan.

CBIZ, its officers, employees and agents are not Plan fiduciaries and shall not perform any functions which might, in the opinion of CBIZ, result in the classification of CBIZ, or any of its officers, employees or agents as a "fiduciary". Employer acknowledges that CBIZ has no discretionary authority, control or responsibility over the Plan or over the administration of Plan assets. CBIZ will execute requested transactions involving the Plan only after receiving the appropriate authority from Employer, named representative(s) or other properly identified fiduciary (ies).

CBIZ, its officers, employees and agents will not furnish any legal, tax, or accounting advice for which its officers, employees or agents are not licensed to furnish, but will direct such questions either directly to, or through Employer. Employer bears responsibility to direct such questions to its legal counsel and accountant.

From time to time in the course of providing the services hereunder, CBIZ has and will continue to provide Employer with independent industry data and information for Employer and its management to materially utilize in making decisions related to Employer's group health insurance and related coverages. Employer will be responsible for management decisions and functions, and for designating an individual who possesses suitable skill, knowledge, and/or experience, preferably within senior management, to oversee any services CBIZ may provide. Employer is

responsible for evaluating the adequacy and results of the services performed and accepting responsibility for the results of such services; provided, however, the aforesaid shall in no way waive, release, obviate or mitigate the obligations, covenants, responsibilities and liabilities of CBIZ under this Agreement.

6. Limitation of Liability. CBIZ's services under this Agreement shall be limited to the services outlined on the Addenda attached hereto. Neither CBIZ, nor its officers, employees and agents shall have any liability whatsoever for the payment of any damages, interest, taxes, fines or penalties which arise out of or are in connection with any acts or omissions of a Plan trustee, sponsor, fiduciary, administrator or party-in-interest to the Plan.

CBIZ's liability regarding processing and recordkeeping errors shall be limited only to substantiated and proven direct damages and the correction of such errors that are reported to CBIZ within thirty (30) days of receipt of said erroneous reports, records or information by Employer. In no event will the amount of any damages exceed the amount of the (i) fees that have been paid by Employer to CBIZ and/or (ii) commissions received by CBIZ for Employer's policies in the immediately preceding twenty-four (24) month period. CBIZ shall not be liable for losses incurred by Employer, the Plan or a Plan participant for indirect, punitive, special or consequential damages arising out of any breach of this Agreement.

7. Prior Acts or Omissions. CBIZ shall not be liable for any acts or omissions with respect to the services provided hereunder, which were committed before the date of this Agreement by another third party provider. CBIZ shall also not be liable for any acts or omissions with respect to the services provided hereunder for the Plan which occur after this Agreement's termination, except for acts or omissions in connection with the transfer of records upon termination of this Agreement as provided in Section 13 of this Agreement.

8. Fees. The fees for CBIZ's services performed hereunder shall be outlined on Addendum B, attached hereto and made a part hereof.

9. Confidentiality. Each party agrees not to disclose or use during or subsequent to termination of this Agreement, any confidential information relating to the other party's business unless such use is required in the performance of this Agreement. The parties agree and understand that confidential information is any information that is treated as confidential by either party and/or has not been made generally available to the public. Such information shall include, but not be limited to, employee information, client and customer lists, data, records, computer programs, manuals, reports, processes and methods that each party may have become privileged to during the course of this Agreement. The parties acknowledge that Employer may disclose confidential and important Protected Health Information ("PHI") to CBIZ as defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Execution of this Agreement indicates each party's acceptance to the terms of Addendum C, Business Associate Agreement, attached hereto and made a part hereof. All records and other materials related in any way to each party's business shall be and remain the respective party's property during and after the termination of this Agreement. Upon termination of the Agreement, each party shall promptly return to the other party all copies of materials involving confidential information in the other party's possession or control. The parties recognize the difficulties and related expense associated with segregating and destroying certain electronic records. The receiving party may retain electronic copies of confidential information for archival and emergency backup purposes and such retained confidential information shall remain subject to the terms of this Agreement. The parties further agree and acknowledge that they will disclose the confidential information only to those directors, officers or employees that have an absolute need to know for the purposes of the Agreement. The provisions of this Section 9 shall survive the termination of this Agreement. All of Employer's obligations under this Section are subject to the provisions of the Missouri Open Records Act, chapter 610, RSMo.

10. Authorization to Disclose Employer Information. Employer authorizes CBIZ to share Employer information with other CBIZ-affiliated companies for the limited purpose of proposing other services for Employer by a CBIZ-affiliated company. Employer further authorizes CBIZ to provide Employer information to approved third party vendors who are providing services for Employer. The parties acknowledge that the services provided by these third party vendors may not be provided in the United States.

11. Ownership of CBIZ Intellectual Property. CBIZ shall retain all rights, title to and interest in any and all intellectual property developed in connection with the provision of services and relationship contemplated by this Agreement. For purposes of this Agreement, intellectual property shall include, but not be limited to, computer software, source code and written processes and procedures.

12. Notice. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and sent by registered mail, postage prepaid, addressed as follows:

CBIZ: CBIZ Benefits & Insurance Services, Inc.
700 West 47th Street, Suite 1100
Kansas City, Missouri 64112
Attn: General Counsel

Employer: Jackson County, Missouri
415 East 12th Street
Kansas City, Missouri 64106

If any party gives written notice of a change in address, notice to that party shall thereafter be given at the new address set forth in the notice.

13. Term and Termination. This Agreement is effective July 1, 2022, and will remain in effect for a twelve (12) month period from and after the effective date stated (the "Initial Term"). Thereafter, this Agreement may be renewed for one additional twelve (12) month term (the "Renewal Term") unless terminated earlier by CBIZ or Employer with written notice ninety (90) days prior to the end of the Initial Term. In the event the Agreement is renewed for a Renewal Term, the Agreement may be terminated by either party with written notice ninety (90) days prior to the end of the Renewal Term. Notwithstanding anything stated herein to the contrary, either party may terminate this Agreement at any time upon an event of breach or default by the other party of any material term of this Agreement. Each party shall be given prompt notice of such breach or default by the other party and shall have thirty (30) days from the date of receipt of such notice to remedy and cure such default or breach. If, after such thirty (30) day period, the default or breach has not been remedied or cured, the Agreement will terminate. Upon termination, CBIZ shall have a reasonable amount of time to transfer account records information in accordance with the written instructions of Employer. CBIZ shall be entitled to receive all of the revenue due through the end of any term of the Agreement plus reasonable costs related to termination, including without limitation costs of generating termination related reports and accounting. CBIZ shall have no responsibility to release any records, plan data, electronic files or other information to Employer until CBIZ has received payment in full for any compensation due and owing to CBIZ pursuant to this Section and Section 8 above for services performed prior to termination of this Agreement.
14. Amendment. The terms and provisions of this Agreement and the attached Addenda may be modified or amended only by written agreement executed by the parties hereto.
15. Waiver. No waiver of any breach of this Agreement shall constitute a waiver of any other breach, whether of the same or any other terms of this Agreement, nor shall any delay or omission of either party's exercise of any right arising from any default affect or impair the party's rights as to the same or future default.
16. Severability. In case any provision of this Agreement is invalid or unenforceable, the validity and enforceability of the Agreement's remaining provisions shall not in any way be affected or impaired.
17. Successor and Assigns. This Agreement and all Addenda shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns. However, this Agreement shall not be assigned to any other party without the other party's written consent, which will not be unreasonably withheld. Notwithstanding the foregoing, CBIZ may assign this Agreement to a parent, subsidiary or affiliate, or to an entity acquiring substantially all of the assets of CBIZ without Employer's consent.
18. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Missouri, without regard to principles of conflicts of laws. Both parties to this Agreement hereby irrevocably submit to the jurisdiction of the courts of the state of Missouri (state or federal), with venue in Jackson County, over any dispute arising out of this Agreement and agree that all claims in respect of such dispute shall be determined in such court.
19. Entire Agreement. This Agreement and all attached Addenda contain the entire understanding between the parties with respect to the subject matter herein and supersedes any prior or contemporaneous written or oral agreement between them related to the subject matter hereof. There are no representations, agreements, arrangements or

understandings, oral or written, between the parties relating to the subject matter of this Agreement, which are not fully expressed herein.

20. Headings. The headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions. All pronouns used in this Agreement shall be deemed to refer to the masculine, feminine or neuter gender as the context requires.
21. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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ADDENDUM A SCOPE OF SERVICE

CBIZ RESPONSES

CBIZ

4.1 The Successful Respondent must prepare a proposal and solicit proposals from a variety of health, dental, vision and life insurance providers on behalf of the County. In most cases, the Broker will issue the proposal directly to the health, dental, vision and life insurance providers and receive the proposal back. Jackson County, Missouri is interested in obtaining as many proposals as possible and as such will accept proposal from insurance providers that do not work with Brokers as well as governmental or multi-party groups. The Broker will provide the proposal documents to these vendors and will assist Jackson County in evaluating these proposals submitted directly to the County relative to all others submitted.

Yes, We will work in coordination with all County Departments to support all needs as noted above. CBIZ will provide comprehensive RFP and marketing services - from goal setting to a final written analysis of our market findings to the implementation of a new vendor if one is selected. We are with you every step of the way. We draft our RFP documents to reflect your unique goals and objectives and any particular issues that you would like to see resolved. Our written analysis of all of the bids and finalist interviews will help lead Jackson County to a selected vendor. Once this is accomplished, we will stay in ongoing communication with the carriers/vendors to ensure they deliver according to final negotiated provisions.

4.2 The Successful Respondent will work in coordination with the County's Human Resources, Risk Management and Purchasing and Legal departments to acquire needed insurance policies, contracts, clarifications, execution of documents, other required documents, and services, as needed during the Request for Proposal process and/or anytime during the potential Contract period.

Whether entering into a renewal contract or switching to a new vendor, CBIZ will coordinate and manage the implementation process and the ongoing vendor relationship for Jackson County.

We will assume the following tasks:

- Schedule planning and implementation meetings with vendors as needed
- Coordinate eligibility data requirements and timing
- Order vendor benefit booklets and/or certificates, ID cards
- Review administrative forms and billing
- Request and review contracts, plan documents, and other vendor materials
- Provide ongoing employee support for claims, customer service, etc.
- Proactively identify issues before they become problems
- Establish service level expectations and negotiate performance guarantees as appropriate

4.3 The Successful Respondent will analyze vendors' proposals and provide a written assessment based upon the County's selection criteria and timeframe.

Yes, CBIZ will assist in analyzing vendor capabilities to determine if they are a good fit for Jackson County. We have experience implementing and working with all the major carriers and vendors and will assist with researching, vetting and advocating for the county during the marketing process. We will support the County's interests in examination of State Pools or Consortiums, too.

4.4 The Successful Respondent will assist the County in negotiations with vendors to obtain the best possible value for the services described in this Request for Proposal.

The most competitive pricing is achieved when a vendor becomes a partner with Jackson County. Our responsibility is to develop these relationships to the fullest.

For prospective partners, CBIZ must paint the picture of why Jackson County is the most attractive group to insure. For current partners, CBIZ will enrich the relationships through collaborative development of strategic plans. Activities prior to the renewal negotiations such as vendor summits and development sessions. Further, regularly scheduled partner updates allow CBIZ to aggressively achieve the most cost-effective pricing for all plans and programs at renewal. As one of the largest purchasers of insurance and related products and services, our clients benefit from preferred level pricing and service models from both national and regional insurance companies and other vendors. Jackson County will benefit from both our strategic approach and our significant volume placements.

4.5 The Successful Respondent will attend management and associate meetings as required to support the selection process and decisions.

CBIZ will attend all necessary management and associate meetings as required during the vendor selection process. This is included in our standard scope of services.

4.6 The Successful Respondent will attend/coordinate selected meetings of the County Administration, Legislature and Human Resources Department and appropriate staff.

CBIZ will attend, coordinate, and prepare agendas for selected meetings of all involved parties. This is included in our standard scope of services.

4.7 The Successful Respondent will provide the County with information on emerging market trends. Recommend alternative benefit plan designs, delivery systems, funding and communication methods as dictated by environmental/regulatory changes and emerging technologies.

The County employees deserve a quality benefits package. At the same time, cost-containment solutions can help reduce and manage overall risk to employer health plans. These solutions lead to more innovative plan design and better overall outcomes. In order for an employer's health care ecosystem to achieve these outcomes, the employer's plan should include tactics that:

- Protect against unnecessary spending due to fraud, waste and abuse
- Provide structured and reasoned access to primary care
- Guide urgent and emergent care to the most efficient and cost-effective site of care (e.g., telemedicine, urgent care)
- Construct a care coordination methodology that handholds patients through health care navigation and care-delivery decisions for both routine and complex matters, as well as creates a 360-degree composite view of the patient as a unique individual
- Promote value-based care for situational diagnoses (e.g., low back pain, diabetes, dialysis)
- Align benefit deliverables with evidence-based medicine and proper diagnosis for high dollar and catastrophic conditions (e.g., birth abnormalities, cancer, autoimmune conditions)
- Account for health care system outliers and have a plan to negotiate and contest their impacts on overall health spend
- Manage the pharmacy contracting and purchasing process to ensure the best overall drug procurement strategy
- Collect and analyze ongoing data to deduce patterns, trends and opportunities regarding overall ecosystem performance

- Benchmark current plans, costs, and utilization against national and regional benchmarks and other municipalities

4.8 The Successful Respondent will assist in the administration of annual (or special) enrollment, as required.

4.8.1 Annual Benefit Sign Up/Open Enrollment: Advise and assist the County in developing, implementing, and conducting the annual on-line benefit enrollment. Assist the County in developing, implementing, and conducting enrollment by all plan members. Assist with providing a summary of benefits and other written communications to distribute to all associates during open enrollment processes. Assist in coordination of and facilitate schedules with all benefit plan representatives and County personnel for yearly open enrollment processes.

While Jackson County's CBIZ service team will provide ongoing support throughout the year, CBIZ recognizes that there are many tasks in the Renewal and Open Enrollment timeframe. CBIZ will assist Jackson County in all the major areas involved in Open Enrollment, including but not limited to:

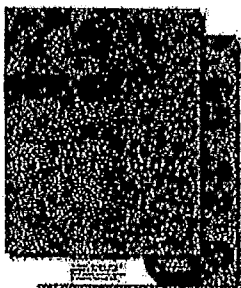
- Development of Open Enrollment Communications
- Employee Information presentations
- Carrier Implementation
- Carrier file feeds
- And more.

CBIZ will also assist in providing any guidance and information for Jackson County to be able to update the enrollment system where applicable. At the outset, we will identify specific short-term and long-term communication objectives, and choose ways to make small but measurable changes now that will ultimately lead to long-term, sustained change.

Custom Communications

To help with the education process of open enrollment each year, CBIZ provides a customized employee enrollment guide. This guide has all pertinent information on eligibility, carrier networks, plan designs and benefits offered, carrier resources, compliance requirements, and contact information. The guide also includes helpful videos about benefits and links to carrier websites. We recommend sending these electronically so they can be accessed easily (per below software, FlippingBook). These booklets become a one-stop-shop for all benefits information and employee needs.

Benefit Guide



Open Enrollment Presentation



Flyer With QR Code



Postcard With QR Code



Email Header





To go along with the enrollment guides and in-person meetings, CBIZ also provides ongoing resources to continue to help educate employees. All benefits communication is reviewed to ensure compliance and all required annual notices are included in your benefits guide. These are frequently reviewed and updated by our in-house compliance team.

Online Distribution with Helpful Analytics

CBIZ can also utilize a software called FlippingBook, an interactive online publishing site that transforms files into digital, interactive online publications and can be used for employee communication and education. This platform allows clients to distribute materials to both desktop and mobile employees, ensuring the greatest access possible to this important messaging.



The FlippingBook tool also allows us to measure the effectiveness of our communication strategy and adjust as necessary.

Using Google Analytics, CBIZ has the ability to track interaction and utilization of the guides and materials published on this platform. By understanding the County's employee engagement, we will be better suited to understand what employees view and how we can better target education and engagement. For a sample of this tracking, please see below. We continually keep our clients aware of their analytics as well as benchmark against other similarly situated clients or by industry.

Total Number of Users
350

Most Users in a Day
700 - October 10th

Most Popular Day / Time
Thursdays 1pm - 2pm

Total Number of Page Views
800

Most Used Device - Desktop
70.5%

Most Viewed Page
Welcome to 2021 Open Enrollment

Educational Video Sample



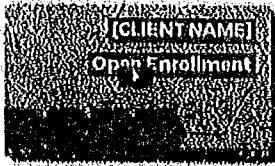
Explainer & How-To Videos

The County will have access to over 60 English and Spanish 1- to 2-minute explainer videos that can supplement your benefits guide or be a part of an ongoing communication campaign throughout the year. These videos can be another mode of education to your employee population to increase awareness of the benefit package that they are offered. Similar to our analytics we can pull for FlippingBook, we can also pull engagement reports for the videos that the County selects as beneficial.

CBIZ also partners with Brainshark, a leading cloud-based platform for employer and employee education, to create customizable benefits education presentations or train employees. Presentations can be viewed on-demand at the audience's convenience, "anytime, anywhere," including on mobile devices. Employees can review benefits communications as often as needed and easily share with others in their household.

Promotional Videos

Open Enrollment Video



CBIZ can also provide a short, simple and informative open enrollment video designed with your employees in mind. This video can be great to communicate key open enrollment dates and raise awareness on any plan changes and inform employees about steps they must take.

4.9 The Successful Respondent will review County Associate Benefits Program on a continuing basis to ensure that the plans are in compliance with Government regulations. Recommend procedures and/or policies the County should implement to comply with government regulations.

As your Employee Benefits Consultant, CBIZ will offer consistent monitoring of any compliance changes, and provide information necessary to be fully compliant.

The County members will receive on-going support from our national attorneys and legal teams within the Regulatory Affairs and Compliance department led by Karen McLeese, J.D. Our compliance team monitors state and federal regulations impacting employee benefit plans and reviews and interprets laws, court decisions, and administrative rulings affecting employee benefits.

Our clients stay current on compliance issues with up-to-date communication materials such as the proprietary "For Your Benefit" annual compliance manual, "At Issue" and "Benefit Beat" communications, CBIZ Health Reform Bulletins, the Annual Compliance Checklist and timely webinars throughout the year.

CBIZ believes in making a continuous investment in compliance and regulatory resources, offering extensive training for all CBIZ associates. By learning to identify, research and analyze complex issues, our compliance team ensures the client has the information to be fully compliant with all state and federal mandates. We can quickly identify issues in-house and then share best practices to relieve the burden of billable hours from traditional legal resources.

- "For Your Benefit" annual compliance manual
- "At Issue" and "Benefit Beat" communications
- CBIZ Health Reform Bulletins
- The Annual Compliance Checklist
- Timely webinars throughout the year

4.10 Benefit Program Design: Provide benefit information to enable the County to make effective decisions in developing an overall Associate Benefits Program that is comprehensive and meets established objectives with respect to cost and competitiveness with the goal of attracting and retaining associates.

4.10.1 Additional services for benefit program design may include, but are not limited to:

4.10.1.1 Calculating the increased costs for renewal of insurance for the County,

4.10.1.2 Providing "what-if" scenarios for the County regarding renewals of insurance,

4.10.1.3 Calculate and provide alternative funding methods.

As part of our ongoing strategic consulting process, we meet with you to learn of your objectives, discuss options and programs in the marketplace, and collaborate with you to develop a 3-year strategy to accomplish your goals. Our specialized approach gives us the ability to see many different benefit scenarios, each unique, each looking for a custom-fitted solution. Our reputation for providing innovative solutions to municipalities along with the number of clients in this space grew quickly through referrals from one client to another. We bring intimate, hands-on knowledge of the local benefits marketplace, the competitive edge to attract and retain the highest quality personnel, and the ability to quickly access national, technical resources. The strategic plan and process is reviewed, updated, and amended each year during our Annual Performance Review meeting, and as business needs and priorities change.

Employee benefits are a substantial investment affecting multiple facets of your business, from organization morale and employee retention to administrative efficiency and ultimately your bottom line.

That is why CBIZ begins each engagement with benefit and human resource objective setting, to ensure that your benefit initiatives support your organization's business and financial objectives.

Rather than supply packaged solutions, we will collaborate with you to develop a customized action plan to achieve the goals you set. This process typically begins with stakeholder interviews and either conducting or reviewing the County's current employee engagement survey results.

ACTUARIAL SERVICES

Rather than simply forwarding carrier reporting, CBIZ has a robust in-house actuarial and financial reporting team. Our actuarial team helps our clients better budget and prepare for health care costs each year and perform prospective renewal calculations based on current claims data. Our team provides actuarial services that support and supplement our benefit review and analysis. We help analyze current plan costs against the marketplace, develop premium equivalent rates, analyze carrier renewals, and develop an actuarially sound contribution structure. Finally, we can identify the issues driving plan costs and recommend responses that are tailored to address the causes. You will have access to experts who can assist with the following items:

- Projecting financials and claims / Pricing and reserve calculations
- Independent underwriting renewal calculation based upon claims/utilization
- COBRA rate development
- Stop-loss and pooling risk level determination
- Modeling plan design changes, migration studies, and contribution strategies
- Assessing the financial impact of COVID-19 based on employer and employee characteristics

FUNDING ARRANGEMENTS

Your dedicated consultants and service team have valuable expertise working with various funding arrangements. Our clients range from being fully insured, to hybrid insured, to fully self-funded. We are skilled at utilizing the data available to us to help the County determine the best funding strategy. CBIZ are experts in evaluating program design, contracting, and funding techniques that are conducive to cost containment while providing a quality package for employees. This includes multiple plans that increase flexibility, and cutting-edge components of flexible benefit and cafeteria plans. We have the tools, experience, and intellectual capital to monitor the performance of the plans, forecast expenditures with consistent accuracy, identify areas for improvement with network discounts and administrative services and obtain aggressive pricing terms within the markets.

The team assigned to Jackson County has extensive experience working with groups of all funding arrangements, and is very adept at illustrating and guiding clients through a funding strategy conversion.

4.11 Tracking and Plan Performance: Track and report progress of Benefit Plans on a quarterly basis, coordinating with benefit providers to obtain relevant performance data. Provide analysis of Benefit Plan performance e.g., Health Care Plan – Premiums vs Claims. As needed, presents data to the County Legislature during open Legislative meetings.

CBIZ will provide monthly reporting of plan financial performance. CBIZ will provide an integrated utilization report annually including a comprehensive review, projections and modeling.

CBIZ is very comfortable presenting claims and utilization reporting at appropriate detail levels to legislature, committees, and boards, as this is often part of our client engagements with municipalities.

4.12 Consultation: Provide upon request, consultation, and guidance to the county and individual benefit participants with respect to all Benefit Plans including, but not limited to: Health, Dental, Term Life, AD&D, LTD, EAP, Cafeteria Plan (Section 125), Whole Life, and Long-Term Care, etc.

This is provided within our standard scope of services.

4.13 The Successful Respondent will provide consultation and guidance with respect to Governmental mandates such as COBRA, HIPAA, etc., as well as assist with and provide communications with COBRA administration vendor and Section 125 administration vendor.

As outlined in Section 4.9, CBIZ has a full staff of Regulatory Affairs personnel that provides guidance with all Governmental mandates, including COBRA, HIPAA, etc. The service team will also assist in ongoing communications with any COBRA and Section 125 vendors on behalf of the County.

4.14 The Successful Respondent will provide backup persons that are knowledgeable about Jackson County's Associate Benefits programs.

CBIZ confirms there will be backup personnel available for the County on an ongoing basis, capable of engaging with the County as needed.

4.15 Communication: advise and assist Human Resources with required benefit plan communications to associates, e.g., SPD and Certificate of Coverage, etc. annually, during benefits enrollment and as regulatory changes occur. Assist with providing summary of benefits and other written communications to distribute to all associates during open enrollment processes.

As mentioned in Question 4.9, our Annual Compliance Checklist reviews all benefits-related notice distribution requirements.

In our routinely scheduled Compliance Meeting with the County, we will summarize the notices that a non-ERISA plan like the County is required to share with employees, take stock of the current distribution processes in place, and make recommendations for any outstanding documents that need to be distributed to employees – both during open enrollment and throughout the year. We will work with HR to ensure documents are distributed in the most streamlined manner possible, while maintaining compliance with both paper and electronic distribution rules as delineated by the Department of Labor.

4.16 The Successful Respondent will assist the county in developing and implementing a comprehensive benefit plan communication infrastructure utilizing existing and emerging technologies encompassing communication between the County and vendors, the County and associates, and associate self-service.

Communication resources have become increasingly important in an age of expanding technology and information overload. It takes more than a printed benefits guide to spur employees to make informed benefits decisions. CBIZ utilizes industry-leading best practices and technology resources to track user engagement. This allows us to determine the best strategy for marketing benefits to your employee population.

Our national communication practice was formed to consult with clients and ensure your communication strategy is aligned with your organizational goals. While many of our competitors outsource their communications, we continue to invest in in-house resources to make these more accessible for our clients.

Developing an employee benefits plan is only the beginning. Successful rollouts require communicating to all employees in a way that clearly defines the responsibilities, deadlines and costs. Issues of geographic reach, language barriers and diverse employee population require consistent and comprehensive messaging. Your CBIZ team will be there to guide you every step of the way.

To secure an optimal return on your benefits investment, CBIZ offers a range of communication channels to distribute benefits messaging including paper, mobile, online and social media options at no additional charge.

See response to Section 4.8 for more detail of these communication capabilities.

4.17 Claim Mediation: Provide liaison services between the Human Resources Department Benefits Administrator point of contact and benefits contractors, including coordination or reporting and assistance resolving claims.

CBIZ is adept at working through claims issues to ensure the contracted benefits are fully resolved on behalf of the County, its employees and their families. This is provided within our standard scope of services. All CBIZ Account Team members are trained and regularly advocate for our clients when claims issues arise. CBIZ will ensure HIPAA authorizations are in place when necessary.

4.18 The Successful Respondent will assist with resolution of specific claims and/or issues, including but not limited to bill reconciliation, as needed and/or when requested by the County and/or individual plan members.

Our CBIZ service team is available and ready to assist with these issues as necessary. Our client engagements see us advocate for our clients and their employees to help resolve claim or provider service issues, as well as billing concerns – whether they be monthly premium invoices paid by the client or a claim billing issue that needs additional intervention on behalf of an employee or their family.

4.19 Reporting: Prepare and forward Federal regulatory information to Jackson County for review on a quarterly or annual basis, including data necessary for IRS Form 5500's as the County's Section 125 medical reimbursement plan exceeds 100 participants.

Our scope of services includes preparation and facilitation of annual reporting requirements including but not limited to 5500 preparation, Form 720 reporting, and other regulatory notices and filings.

We understand that a large government entity like Jackson County will have substantial needs related to compliance. Utilizing experience, expertise and the tools described herein, we will provide you outstanding support for compliance. We provide both monthly communications and ad-hoc memoranda drafted by our Regulatory Affairs group to keep you in the know about all of the compliance and legislation changes that directly affect you. Commonly for clients similar to Jackson County, we have a standing monthly conference call to review pending or enacted legislation. Doing so allows us to adjust policies, procedures and workflows in a timely manner.

4.20 The Successful Respondent must agree to work collaboratively with any other consultants, brokers, or consulting firms and/or legal firms the County has contracted with for consulting and/or legal services.

CBIZ will always work collaboratively with other partners on behalf of the County, as directed.

4.21 The Successful Respondent will assist the County in maintaining/securing a Wellness Program. The Wellness Program consists of a Wellness Coach, wellness activities/programs, incentives, and monthly meetings. The Respondent must also provide a representative to attend each monthly meeting.

CBIZ believes wellbeing is integral to cultivating a healthier workforce. Positive behavioral changes lead to more productive employees and help companies manage health care costs. Our CBIZ Engagement & Wellbeing team uses an integrated approach that moves beyond the measurement of physical wellness to include a holistic wellbeing strategy of social, physical, financial, career and community health.

Our engagement & wellbeing consultants partner with you to assess what you need to create and maintain a dynamic culture through your wellbeing program. Our customized solutions include a variety of data-driven

assessments and analysis, evidence-based interventions, practical tools and empirical measurement to deliver results. Our wellbeing consultant will attend all wellbeing meetings.

Your CBIZ wellbeing specialists will develop metrics using actionable data to measure awareness, engagement and participation and employee satisfaction in all wellbeing initiatives.

Our wellbeing team represents the ongoing growth for more than 20 years of working with some of the most innovative and forward-thinking minds in the health-improvement arena. We're proud to be a wellbeing solutions partner and advocate for thousands looking to create a thriving workplace culture and improve employee engagement.

4.22 The Successful Respondent will develop and/or assist in developing and evaluating associate needs and satisfaction surveys as requested.

CBIZ can conduct a variety of surveys. If requested, our most common surveys solicit employee feedback on current benefit options, satisfaction with carrier customer service, likelihood they may purchase an option if it were available, and the success of wellness programs. If Jackson County would like to conduct a survey, CBIZ will provide guidance on constructing and administering it to employees. We also have third party resources we may use should it be beneficial for a survey to come directly from CBIZ to your employees.

4.23 The Successful Respondent will provide such other services as requested by the County for which the broker has the technical capability and capacity to render.

As an extension to your HR Department, CBIZ is happy to assist with a variety of service needs. We believe it is more important than ever to select a consultant with a broad range of expertise in benefits, retirement, recruiting, compensation, wellbeing, insurance, accounting, tax, HR and more. CBIZ has a team of experts in all of these areas ready to assist the County and can work with any vendors with which the County partners.

4.24 Jackson County may do business with MARCIT, Missouri Consolidated, or become Self-Insured and will not entertain a proposal, through a Broker, from MARCIT, Missouri Consolidated, or Self-Insurance. Jackson County prefers to deal directly with MARCIT, Missouri Consolidated, or Self-Insurance.

Noted – CBIZ fully supports this request. CBIZ will work with all vendors in place or identified as preferred by the County.

4.25 The Successful Respondent would engage in a consulting contract or monthly retainer basis, not a broker contract.

Noted – consulting fees are included.

4.26 The Consultant will ensure any healthcare plan will incorporate County-Owned TMC Hospital Network and TMC Advantage Plan.

Noted – CBIZ fully supports this request.

4.27 The Successful Respondent will assist and direct County in process to move from partially funded to fully funded health plan.

As mentioned in Question 4.10, CBIZ has the team, tools, and resources to help the County evaluate and implement all funding options. As Jackson County evaluates its current Cost Plus arrangement with BlueKC, it will be critical to have a Consultant with a strong actuarial department, pharmacy practice, and stop loss partnership. CBIZ has recently assisted Kansas City Public Schools and Kansas City Kansas Public Schools transition from a Cost Plus funding arrangement to a self-funded arrangement.

SCOPE OF SERVICES

INNOVATIVE EMPLOYEE BENEFITS SOLUTIONS

Leading the employee benefits industry to protect your employee investment today and in the future.

PLAN MANAGEMENT AND RENEWALS

Monitor management and renewals with 3-year strategies, timelines, benchmarking and key milestones.



Financial overview and monthly claims review



3-year strategic plan and annual timeline renewal strategy



Annual performance review



Customized dashboards



Carrier and vendor evaluation and implementation



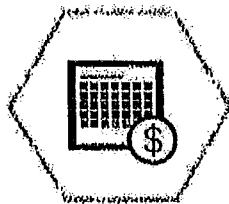
Day to day service support

FINANCIAL MANAGEMENT AND ACTUARIAL SERVICES

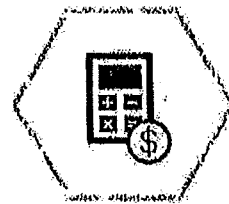
Assess factors driving plan costs using financial projections and claims analysis.



Benchmarking & Data Analytics



Monthly financial reporting



Employee contribution strategies and calculations



Funding projections and modeling capabilities

SCOPE OF SERVICES

COMPLIANCE AND REGULATORY AFFAIRS

Stay compliant with expert benefits, payroll, finance, tax, and regulatory assistance.



In-house regulatory affairs attorney and staff



Monitor and communicate on relevant state and federal legislation



Consistent compliance and Health Care Reform education materials



Enrollment and administration compliance support

COMMUNICATION AND EDUCATION

Improve employee understanding by providing consistent benefits messaging throughout the year.



Creation of strategic custom communication's plan



Coordination of enrollment resources



Ongoing creation of communication deliverables



Vendor and technology support

WELLBEING SOLUTIONS

Engage employees and impact benefits costs with data-driven wellbeing initiatives.

- Wellbeing communication and engagement strategy
- Ongoing tactical recommendations
- Data utilization tools and benchmarking
- Monitor and measure results

PHARMACY BENEFIT PLAN MANAGEMENT

Tackle rising pharmacy costs with modeling and plan analysis.

- Pharmacy Benefit Management procurement and marketing
- Financial and clinical pharmacy guidance
- Rx claims monitoring

ADDENDUM B FEE FOR SERVICES

Employer agrees to name CBIZ as the broker of record for the lines of coverage in its employee benefits program. The parties acknowledge and agree that the compensation received by CBIZ for the services provided hereunder through December 31, 2022, will be the current compensation arrangement in place as of the effective date of the Agreement. CBIZ agrees that it will not receive any additional compensation for 2022 that is not in the current arrangement.

At the end of 2022, CBIZ will disclose to Employer the total amount of compensation received by CBIZ through December 31, 2022. For the period of January 1 through June 30, 2023, Employer agrees to pay CBIZ a fixed fee in equal monthly payments of Seven Thousand Five Hundred Dollars (\$7,500.00). CBIZ agrees it will not receive any additional compensation that is outside the fee. Thereafter, the parties shall have the mutual option of renewing this Agreement for one additional one-year term, at the same monthly fee of Seven Thousand Five Hundred Dollars (\$7,500.00).

General Disclosure for All Clients

CBIZ has been and will continue to be committed to acting in our clients' best interest by providing services and products that meet our clients' needs as communicated to CBIZ. From time to time, CBIZ may participate in agreements with one or more insurance companies or third party vendors, in connection with the insurance related transactions, to receive additional compensation or consideration. These compensation arrangements are provided to CBIZ as a result of the performance and expertise by which products and services are provided to the clients and may result in enhancing CBIZ's ability to access certain markets and services on behalf of CBIZ clients. More information regarding these agreements and the consideration received pursuant to these agreements is available upon written request.

Notwithstanding the foregoing, the parties agree that the policies in Employer's benefit program will not be included in the calculations for any additional compensation or consideration CBIZ may receive from the insurance companies or third party vendors as stated above in this General Disclosure. CBIZ will not receive any additional compensation based on Employer's policies and plans.



ADDENDUM C

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT ("BAA") is made by and between Jackson County, Missouri Health Plan ("Covered Entity") and CBIZ Benefits & Insurance Services, Inc. ("Business Associate"),

RECITALS:

A. Business Associate provides certain services to Covered Entity, and such business relationship may be governed by one or more separate agreements. Such agreement or agreements are collectively referred to herein as the "Agreement."

B. To carry out its obligations under the Agreement, Business Associate may create or receive from or on behalf of Covered Entity Individually Identifiable Health Information, as such term is defined in 45 C.F.R. Parts 160 and 164, Subparts A and E (the "Privacy Rule").

C. The Privacy Rule and 45 C.F.R. Parts 160 and 164, Subparts A and C (the "Security Rule") obligate Covered Entity to enter into a contract with Business Associate to ensure that Business Associate appropriately safeguards such information.

D. Covered Entity and Business Associate desire to make this BAA in order to enable Covered Entity to satisfy its obligations under the Privacy Rule and Security Rule.

NOW, THEREFORE, for and in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. DEFINITIONS

1.1 "Breach" shall have the same meaning as the term "breach" in 42 U.S.C. § 17932 and 45 C.F.R. Part 164, Subpart D (the "Breach Notification Rule").

1.2 "Data Aggregation" shall have the same meaning as the term "data aggregation" in the Privacy Rule.

1.3 "Designated Record Set" shall have the same meaning as the term "designated record set" in the Privacy Rule.

1.4 "Discovery" shall have the same meaning as the term "discovery" in 45 C.F.R. § 164.410(a)(2).

1.5 "Electronic Protected Health Information" shall have the same meaning as the term "electronic protected health information" in the Security Rule.

1.6 "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated pursuant thereto.

1.7 "HITECH Act" shall mean the Health Information Technology for Economic and Clinical Health Act and regulations promulgated pursuant thereto.

1.8 "Individual" shall have the same meaning as the term "individual" in the Privacy Rule and shall include a person who qualifies as a personal representative in accordance with the Privacy Rule.

1.9 "Protected Health Information" shall have the same meaning as the term "protected health information" in the Privacy Rule, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.10 "Required by Law" shall have the same meaning as the term "required by law" in the Privacy Rule.

1.11 "Secretary" shall mean the Secretary of the United States Department of Health and Human Services ("HHS").

1.12 "Security Incident" shall have the same meaning as the term "security incident" in the Security Rule.

1.13 "Transaction" shall have the same meaning as the term "transaction" in 45 C.F.R. Parts 160 and 162 (the "Transactions Rule").

1.14 "Unsecured Protected Health Information" shall have the same meaning as the term "unsecured protected health information" in the Breach Notification Rule.

II.

OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

2.1 Confidentiality. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this BAA or as Required by Law.

2.2 Safeguards. Business Associate agrees to use appropriate safeguards and comply, where applicable, with the Security Rule with respect to Electronic Protected Health Information, to prevent the use or disclosure of the Protected Health Information other than as provided for by this BAA.

2.3 Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this BAA.

2.4 Reporting. Business Associate agrees to promptly report to Covered Entity any use or disclosure of Protected Health Information not provided for by this BAA of which it becomes aware, including any Breach of Unsecured Protected Health Information as required by 45 C.F.R. § 164.410 and/or any potential Security Incident.

2.5 Agents and Subcontractors. Business Associate agrees to ensure, in accordance with 45 C.F.R. § 164.502(e)(1)(II), that any agents, including without limitation subcontractors, that create, receive, maintain or transmit Protected Health Information on behalf of Business Associate agree to restrictions, requirements and conditions substantially similar to those that apply to Business Associate with respect to such information.

2.6 Access and Amendment. Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner reasonably designated by Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of Covered Entity, and in the time and manner reasonably designated by Covered Entity. In the event an Individual requests such access or amendment directly from Business Associate, Business Associate shall, in its sole discretion, either provide the requested access or make the requested amendment or promptly forward such request to Covered Entity. Any denials of requests by Individuals for access or amendment shall be the responsibility of Covered Entity.

2.7 Performing Obligations of Covered Entity. To the extent that Business Associate is to carry out any obligation of Covered Entity under the Privacy Rule, Business Associate agrees to comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation.

2.8 Books and Records. Business Associate agrees to make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information available to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's and/or Business Associate's compliance with the Privacy Rule. If the Secretary requests such access, Business Associate shall promptly notify Covered Entity and shall consult and cooperate with Covered Entity concerning the proper response to such request. Notwithstanding the foregoing, nothing in this Section shall be deemed to require Business Associate to waive the attorney-client, accountant-client, or other legal privilege, and nothing in this Section shall impose upon Covered Entity any obligation to review Business Associate's practices, books or records.

2.9 Accounting. Business Associate agrees to document its disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. Business Associate agrees to provide to Covered Entity, in a time and manner reasonably designated by Covered Entity, information collected in accordance with this Section to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. In the event an Individual requests an accounting of disclosures of Protected Health Information directly from Business Associate, Business Associate shall promptly forward such request to Covered Entity. It shall be Covered Entity's responsibility to prepare and deliver, or cause to be prepared and delivered, any such accounting requested.

2.10 Uses and Disclosures Required By Law. Except to the extent prohibited by law, Business Associate shall immediately notify Covered Entity if it receives a request for disclosure of Protected Health Information which Business Associate believes is Required by Law. Business Associate shall provide Covered Entity with a copy of such request and shall consult and cooperate with Covered Entity concerning the proper response to such request.

2.11 Electronic Protected Health Information. With regard to Protected Health Information which is Electronic Protected Health Information (as defined in the Security Rule), Business Associate shall: (i) comply with the applicable requirements of the Security Rule, including implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of such information; (ii) in accordance with 45 C.F.R. § 164.308(b)(2), ensure that any subcontractors that create, receive, maintain or transmit Electronic Protected Health Information on behalf of Business Associate agree to comply with the applicable requirement of the Security Rule by entering into a contract or other arrangement that complies with 45 C.F.R. § 164.314; and (iii) report to Covered Entity any Security Incident of which Business Associate becomes aware, including any Breach of Unsecured Protected Health Information as required by 45 C.F.R. § 164.410. Business Associate's obligations under this Section are in addition to its other obligations set forth in Section 2 of this BAA.

2.12 Standard Transactions. To the extent that, under the Agreement, Business Associate conducts on behalf of Covered Entity all or part of a Transaction, Business Associate shall comply with, and shall cause any of its agents or subcontractors to comply with, the Transactions Rule.

2.13 HITECH Act. Business Associate and Covered Entity agree that to the extent not incorporated or referenced in this BAA, other requirements under the HITECH Act (as well as any other requirements under HIPAA) that apply to business associates and that are required to be incorporated by reference in a business associate agreement are incorporated into this BAA as if set forth in this BAA in their entirety and are effective as of the applicable date for each such requirement on which HHS will require business associates to comply with such requirement. Business Associate shall comply with the obligations of a business associate as prescribed by HIPAA and the HITECH Act commencing on such applicable date of each such requirement.

III. **PERMITTED USES AND DISCLOSURES OF**

PROTECTED HEALTH INFORMATION BY BUSINESS ASSOCIATE

3.1 Use or Disclosure to Provide Services Under the Agreement. Except as otherwise limited in this BAA, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

3.2 Use or Disclosure for Business Associate's Management and Administration. Except as otherwise limited in this BAA, Business Associate may use Protected Health Information for its proper management and administration or to carry out its legal responsibilities. Except as otherwise limited in this BAA, Business Associate may disclose Protected Health Information for its proper management and administration, provided that such disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and 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 Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3.3 Use or Disclosure to Provide Data Aggregation Services. Except as otherwise limited in this BAA, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

3.4 De-identification of Protected Health Information. Business Associate may de-identify any and all Protected Health Information provided that de-identification conforms to the requirements of the Privacy Rule. The parties acknowledge and agree such de-identified data is not subject to the terms of this BAA.

3.5 Violations of Law. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1). To the extent permitted by law, Business Associate shall promptly notify Covered Entity in the event that Business Associate makes such a report.

3.6 Minimum Necessary Uses, Disclosures and Requests. Subject to the exceptions described in 45 C.F.R. §164.502(b)(2), Business Associate must make reasonable efforts to limit Protected Health Information to the minimum necessary to accomplish the intended purpose of a use, disclosure or request otherwise permitted by this BAA, as required by the Privacy Rule.

IV. RESPONSIBILITIES OF COVERED ENTITY

4.1 Notice of Privacy Practices. Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information. Covered Entity represents and warrants that its notice of privacy practices complies with applicable requirements of the Privacy Rule and/or Security Rule.

4.2 Change or Revocation of Permission. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

4.3 Restrictions on Use or Disclosure. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

4.4 Permissible Requests. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under this BAA.

V. TERM AND TERMINATION

5.1 Term. The term of this BAA shall be effective as of the date first written above and shall expire when all of the Protected Health Information received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity, that Business Associate still maintains in any form is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in Section 5.3 of this BAA.

5.2 Termination. Upon Covered Entity's knowledge of a material breach of this BAA by Business Associate, Covered Entity may undertake any of the following: (i) provide an opportunity for Business Associate to cure the breach subject to the right of Covered Entity to terminate, without penalty, this BAA and the Agreement if Business Associate does not cure the breach or end the violation within thirty (30) days of receiving notice of such breach or violation from Covered Entity; or (ii) if Covered Entity reasonably determines that neither termination nor cure are feasible, Covered Entity may report the violation to the Secretary.

5.3 Return or Destruction of Protected Health Information Upon Termination.

(a) Except as provided in (b) below, upon termination for any reason of this BAA, Business Associate shall return or destroy all Protected Health Information, including such information in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event Business Associate determines that returning or destroying such Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Business Associate shall then extend the protections of this BAA to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

(c) For purposes of this Section 5.3, "infeasible" includes but is not limited to circumstances in which further use or disclosure of Protected Health Information is or may be Required by Law or otherwise necessary for Business Associate's proper management and administration.

VI. MODIFICATIONS TO COMPLY WITH STANDARDS

In the event that additional standards are promulgated under HIPAA or any existing standards are amended, including without limitation the Privacy Rule, the Security Rule, and/or the HITECH Act, the parties agree to enter into a mutually acceptable amendment to this BAA to enable the parties to satisfy their obligations under such additional or amended standard(s).

VII.
MISCELLANEOUS

7.1 Regulatory References. A reference in this BAA to a section in the Privacy Rule, the Security Rule or any other standard promulgated under HIPAA or the HITECH Act means the section as in effect or as amended.

7.2 Survival. Any provision of this BAA which by its terms imposes an obligation after termination of this BAA shall survive the termination of this BAA and shall continue to be binding on the parties.

7.3 Injunctive Relief. Business Associate understands and acknowledges that any use or disclosure of Protected Health Information in violation of this BAA will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further use or disclosure and for such other relief as Covered Entity shall deem appropriate. Such right of Covered Entity is to be in addition to the remedies otherwise available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.

7.4 Interpretation; Entire Agreement; Amendment. The headings of sections in this BAA are for reference only and shall not affect the meaning of this BAA. Any ambiguity in this BAA shall be resolved to permit Covered Entity and Business Associate to comply with HIPAA and/or the HITECH Act. With respect to the subject matter of this BAA, this BAA supersedes all previous contracts by and between the parties and, together with the Agreement, constitutes the entire agreement between the parties. In the event that a provision of this BAA conflicts with a provision of the Agreement, the provision of this BAA shall control; provided, however, that to the extent that any provision within the Agreement imposes more stringent requirements than that required in the BAA, the parties agree to adhere to the terms of the Agreement. Otherwise, this BAA shall be construed under, and in accordance with, the terms of the Agreement. This BAA may be amended only by written agreement between the parties.

7.5 No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors and assigns of the parties any rights, remedies, obligations, or liabilities whatsoever.

7.6 General Terms. It is expressly agreed that the Business Associate is an independent contractor, not an employee or agent, of the Covered Entity. This BAA shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to conflicts of law principles. The parties hereby irrevocably submit to the jurisdiction of the federal or state courts in the State of Missouri, specifically and exclusively in the state or federal courts in Jackson County, over any dispute or proceeding arising out of this BAA and agree that all claims in respect of such dispute or proceeding shall be heard and determined in such court. The parties to this BAA hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may have to the venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Unless otherwise prohibited by law or applicable professional standard each of the parties irrevocably, voluntarily and knowingly waives its right to a jury trial of any claim or cause of action based upon or arising out of this BAA or any dealings between the parties hereto relating to the subject matter hereof. The scope of this waiver is intended to be all-encompassing. It includes any and all disputes that may be filed in any court and that relate to the subject matter of this BAA, including, but not limited to, contract claims, tort claims, breach of duty claims and all other common law and statutory claims. It also includes any and all such claims that may be brought against CBIZ, Inc. or any of its subsidiaries and any of their respective personnel, current or former.

7.7 Limitation on Damages. Business Associate and its personnel shall not be liable to the Covered Entity for any claims, liabilities, causes of action, losses, damages (whether compensatory, consequential, special, indirect, incidental, punitive, exemplary, or of any other type or nature), costs and expenses (including, but not limited to attorneys' fees) in any way arising out of this BAA in any amount greater than the total amount of the fees paid by the Covered Entity and/or commissions received by Business Associate in the twelve (12) month period immediately preceding the incident giving rise to the such claims, except to the extent finally and judicially determined to have been the result of bad faith, gross negligence, or intentional or willful misconduct of Business Associate.



June 7, 2022

CBIZ is not a certified MBE/WBE, however we are very supportive of diversity and inclusion initiatives and have partnered with many MBE/WBE's.

CBIZ Workforce Diversity

As an organization we emphasize creating equality and diversity in the workplace. At CBIZ, we recognize that diversity is not just a short-term trend, but a journey. Diversity at CBIZ is our commitment to creating an environment that welcomes, values, respects, leverages and develops our individual differences and similarities.

Equal Employment Opportunity

CBIZ is an equal opportunity employer and does not discriminate in hiring or employment in accordance with the requirements of all applicable state and federal laws, including race, color, religion, national origin, ancestry, age, gender, marital status, military status, veteran status, sexual orientation, gender identity, disability status, or medical condition.

CBIZ Women's Advantage - Celebrating the uniqueness of the woman business professional

We fully support the advancement of women and minorities through our various internal programs, such as CBIZ's Women's Advantage. As part of our efforts, we provide annual opportunities for education and training for all employees. In this area, CBIZ Women's Advantage (CWA) is an internal initiative focused on the development of our women professionals through focused leadership, mentoring, networking and professional development programs. Through our executive outreach programs we also provide women decision makers access to a network of highly skilled, seasoned, professional women to assist their every business need. We are "CBIZ Women Helping Women Succeed in Business."

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") sets the terms and understanding between the Black Chamber of Commerce of Greater Kansas City, Inc., a 501(c)(3) nonprofit Missouri corporation ("Black Chamber"), and CBIZ, Inc., (subsidiaries CBIZ Benefits & Insurance Services, Inc. and CBIZ Accounting, Tax & Advisory of Kansas City, LLC) ("Provider") related to the Provider's participation in the Black Chamber's Stronger Together KC program ("STKC"). Collectively, the Black Chamber and CBIZ, will be referred to as "Parties."

Background

The Black Chamber of Commerce recognizes the need for Black-owned businesses to have access to capital and advanced technical and professional assistance. The Black Chamber of Commerce has developed the STKC program to assist Black-owned businesses in the greater Kansas City area by giving them opportunities to access capital and advanced technical assistance in an effort to address systemic racism and financial disparities in America, and more specifically, Kansas City, Missouri. Under the STKC program, the Black Chamber is collaborating with key stakeholders as partners to assist Black owned businesses with access to capital, advanced technical assistance, and business opportunities. CBIZ is a key stakeholder partner in the STKC program.

The terms of this key stakeholder partnership are as follows:

1. Provider will participate in the Black Chamber's STKC program by donating advanced technical assistance in the following areas to Black-owned businesses selected by the Black Chamber: educating participants regarding employee health benefit and insurance options; insuring against business risks; educating participants about advanced accounting and tax requirements; and investment planning solutions.
2. Provider will donate advanced technical assistance to up to twenty-four companies selected by the Black Chamber annually. Provider will not charge participants or the Black Chamber a fee for advanced technical assistance in the areas noted above.
3. Provider will assign at least one company representative to each STKC participant for the purpose of building a relationship, checking in for questions, and the participants' understanding of the educational programs designed for STKC and sponsored by Provider.
4. Provider will jointly promote its participation in the STKC program with the Black Chamber.
5. Provider will communicate with the Black Chamber regarding concerns related to participants. Provider will solicit data from participants as directed by the Black Chamber and provide said data to the Black Chamber.

6. Provider will execute a Confidentiality and Non-Disclosure Agreement with the Black Chamber.

The Parties can modify this Agreement at any time by mutual consent. This MOU shall become effective upon signature by the Parties and will remain in effect until modified or terminated in writing at any time by the Black Chamber or by Provider.

Contact Information

Black Chamber of Commerce of Greater Kansas City, Inc.
Kelvin Perry, Board President
5737 Swope Parkway
Kansas City, MO 64130
kwperry@bccgkc.org

CBIZ
Carolyn Watley, Vice President
700 W. 47th Street, Suite 1100
Kansas City, MO 64112
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Black Chamber of Commerce of Greater Kansas City, Inc.
By: Kelvin W. Perry

Date: _____

DocuSigned by:
Nancy M. Mellard Date: October 26, 2021

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By: Nancy M. Mellard, Executive Vice President