



Consulting Agreement

Consulting Agreement

THIS AGREEMENT is entered into by Acrisure and Emmett School District effective as of September 1, 2024.

1. Acrisure agrees to provide consulting services including strategic benefit planning and support for the Health and Welfare Employee Benefits program at Emmett School District.
2. **Protected Health Information:** Acrisure agrees to ensure that any information obtained by the carriers is used and maintained only in a manner permissible by HIPAA and Idaho law. Acrisure agrees to keep any information provided by Emmett School District confidential and to exercise reasonable and prudent cautions in protecting the confidentiality of such information. If the services provided by Acrisure involve the use of protected health information, Client and Consultant agree to enter into an appropriate business associate agreement.

3. Consulting Fee and Payment Terms:

Emmett School District agrees to pay Acrisure a fee of: \$14.00 PEPM

At its election, Emmett School District will pay the consulting fee to: *(select one)*

- ☐ Client's carrier, which fee will be embedded in the regular payment Client makes to the carrier, and then paid by the carrier to Acrisure.
- ☒ Acrisure within 30 days of Client's receipt of a monthly invoice.

4. **Additional Compensation:** Emmett School District shall pay Acrisure no compensation for consulting services except as otherwise set forth in Section 3 above. Some insurance carriers have instituted programs under which they pay compensation to consulting firms such as ours when a certain threshold number of enrollees in our clients' plans that are insured by those carriers is reached. Though Acrisure does not control the criteria for meeting these thresholds, nor do we control the amount of the compensation, our firm may nonetheless become eligible for such a program. Any compensation Acrisure may be eligible for under such programs could be affected by Emmett School District choice to insure or not insure its health plan with one of these carriers. Acrisure's eligibility for such compensation will affect neither the scope of services, nor the consulting fee Emmett School District pays to Acrisure under this Agreement.

5. **Termination:** Either party may terminate this Agreement without cause upon giving the other party sixty (90) days' written notice specifying the effective date of such termination.

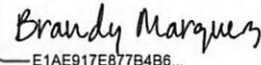
Consulting Agreement



6. **Term:** The term of this Agreement shall commence on 9/01/2024 and shall remain in full force and effect until terminated by either party under the written notice requirements specified in Section 5 above. Upon notice of termination consulting fees shall terminate at the end of the plan year, August 31st, 2025.
7. **Personnel:** Acrisure will assign its personnel according to the needs of Client and according to the disciplines required to complete the appointed task in a professional manner. Acrisure retains the right to substitute personnel with reasonable cause.
8. **Fiduciary Responsibility:** Client acknowledges that: (i) Consultant shall have no discretionary authority or discretionary control respecting the management of any of the employee benefit plans; (ii) Consultant shall exercise no authority or control with respect to management or disposition of the assets of Client's employee benefit plans; and (iii) Consultant shall perform services pursuant to this Agreement in a non-fiduciary capacity.

Client agrees to notify Consultant as soon as possible of any proposed amendments to the plans' legal documents to the extent that the amendments would affect Consultant in the performance of its obligations under this Agreement. Client agrees to submit (or cause its agent, consultants, or vendors to submit) all information in its (or their) control reasonably necessary for consultant to perform the services covered by this Agreement.

Emmett School District

Signed: DocuSigned by:

E1AE917E877B4B6...

Date: 7/11/2024

Name: Brandy Marquez

Acrisure

Signed:

Date:

Name:



Consulting Agreement

Certificate Of Completion

Envelope Id: FB8D0A056A4343FAB855A3A220F90AE6
Subject: Complete with Docusign: Emmett School District Consulting Agreement.docx
Source Envelope:
Document Pages: 3
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:
Aaron Morton
100 Ottawa Avenue, SW
Grand Rapids, MI 49503
AMorton@acrisure.com
IP Address: 73.221.138.192

Record Tracking

Status: Original
7/10/2024 2:38:11 PM


Holder: Aaron Morton
AMorton@acrisure.com

Location: DocuSign

Signer Events

Brandy Marquez
bmarquez@isd221.net
HR Specialist
Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

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Signature Adoption: Pre-selected Style
Using IP Address: 104.245.111.181

Timestamp

Sent: 7/10/2024 2:43:26 PM
Viewed: 7/11/2024 9:18:38 AM
Signed: 7/11/2024 9:19:30 AM

Electronic Record and Signature Disclosure:
Accepted: 7/11/2024 9:18:38 AM
ID: 7081b4ff-b7a9-4395-a830-df4ad803e10e

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**

Aaron Morton
amorton@acrisure.com
Consultant
Security Level: Email, Account Authentication
(None)

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Sent: 7/10/2024 2:43:26 PM
Resent: 7/11/2024 9:19:32 AM

Electronic Record and Signature Disclosure:
Accepted: 9/9/2021 5:21:16 PM
ID: 503d6121-e0be-4878-a5e2-050819ade436

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent	Hashed/Encrypted	7/10/2024 2:43:26 PM
Certified Delivered	Security Checked	7/11/2024 9:18:38 AM
Signing Complete	Security Checked	7/11/2024 9:19:30 AM
Completed	Security Checked	7/11/2024 9:19:30 AM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Acrisure, LLC (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 Acrisure, LLC:

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: ksmith@acrisure.com

To advise Acrisure, LLC 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 ksmith@acrisure.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 Acrisure, LLC

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 ksmith@acrisure.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 Acrisure, LLC

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 ksmith@acrisure.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 Acrisure, LLC 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 Acrisure, LLC during the course of your relationship with Acrisure, LLC.



CLIENT AGREEMENT FOR EMPLOYEE NAVIGATOR

Effective September 1, 2024 your team at The Murray Group will assist Emmett School District with Employee Navigator implementation. The Murray Group will assist as follows:

- Provide access to Employee Navigator and facilitate the implementation process.
- Provide Emmett School District with access to training in order to begin accessing the site and loading company information.
- Assist Emmett School District with obtaining the necessary employee benefit related information to load onto Employee Navigator.

In exchange, Emmett School District agrees to all of the following:

- Agree to the terms of the attached User Agreement and any applicable amendments or posted notifications.
- Agree to timely provide necessary employee information for the purposes of setup, implementation and ongoing changes that need to be communicated to the carriers.
- **Pay a monthly system fee Per Employee Per Month to The Murray Group as follows:**
 - \$2.00 PEPM

**Per Employee Per Month will be calculated each month using the most current number of active employees enrolled on the group medical plan during the invoicing period.*

Invoicing & Payment of Service Fee:

When a fee is applicable, the service fee for Employee Navigator will be invoiced in advance to Emmett School District on:

(please select invoicing preference):

€ **Option 1: Quarterly Basis**

€ **Option 2. Monthly Basis**

€ **Option 3: Embedded in Overall Consulting Fee:** As an option, the service fee may be included as part of the commission or consulting fee on the medical plan, but must this option must be authorized in writing by The Murray Group and the medical carrier prior to setup to do so.

The initial term of this agreement shall be one year, beginning on the date of acceptance. Thereafter, this agreement shall be automatically renewed annually for an additional twelve-month period unless terminated by either party by giving at least 60 days written notice.

Company Name: Emmett School District 221

Authorized Client Signature: Brandy Marquez

Print Name: Brandy Marquez Date: 7-11-24

EMPLOYEE NAVIGATOR - TERMS OF USE



By accessing and using the Employee Navigator website ("Site") you indicate your acknowledgment and agreement to be bound by these Terms of Use ("Terms") and any subsequently posted modifications to these Terms.

These Terms govern your use of the Site and all services provided in connection with the Site, including but not limited to any services provided by our partners, affiliates and advertisers.

These Terms are subject to the separately posted Copyright & Legal Notices. In the event of any inconsistency between these Terms and the Copyright & Legal Notices, the Copyright & Legal Notices will control.

As used in these Terms, where references to Employee Navigator which are indicative of shorthand for the entities that own and operate this Site, Employee Navigator shall mean Employee Navigator, LLC. Similarly, the phrases such as "we" or "us" or "our" refer to Employee Navigator.

- I. Authorized Users Defined. There are four levels of Authorized Users, each with different degrees of access to the Site. The names and basic descriptions of these Authorized Users are:
 - A. Broker. A "Broker" includes only those benefits industry specialists (such as brokers, agents, general agents, or TPAs) who have been authorized by Employee Navigator to receive a Broker-level User Name and Password for use of the Site pursuant to a separate License Fee Agreement. Brokers are generally in the business of selling products (such as group health, dental, life, or disability insurance) to an employer. Broker accounts must be obtained directly from Employee Navigator.
 - B. Administrator. An "Administrator" includes only those organizations that have been authorized by Employee Navigator or a Broker to receive an Administrator-level User Name and Password for use the Site. Administrators are generally employers sponsoring a group benefit plan for their employees. Administrator privileges generally include the capacity to create and manage accounts for Individual Authorized Users who are the Administrator's employees or members. Administrator accounts may be obtained from any Broker with participation costs determined by each Broker.
 - C. Individuals. An "Individual" includes only those persons who have been authorized by Employee Navigator, a Broker, or an Administrator to receive an Individual-level User Name and Password for use the Site. These Individuals are generally employees of an Administrator or Broker. Contact your employer to determine if the Site is available through your company.
 - D. Guest. A Guest is a person who has requested and received temporary access to a User Name and Password supplied by Employee Navigator, to enable the Guest to evaluate the Site.
- II. Access Requirements. Access to the Site requires: a User Name and Password; and access to a computer with a connection to the internet and the capacity to render web pages Authorized Users are solely responsible for providing all equipment necessary to access the Site.
- III. Authorized Uses.
 - A. Authorized Users will receive a limited, non-exclusive, non-transferable, revocable, license to access the Site's password-protected features on the internet using an assigned User Name and Password (the "License").
 - B. The level of access associated with the User Name (Broker, Administrator, Individual, or Guest) will determine features of the Site to which that User Name will have access.

1. Individuals will have access to their own data and any other functions granted by their Broker or Administrator. As an Individual user, you understand and agree that your Broker and/or Administrator will have access to the same data that is visible to you.
 2. Administrators will have the capacity to manage and create new accounts for Individuals who are the Administrator's employees or members or otherwise enrolled in a group benefit plan sponsored by the Administrator. Absent the prior written permission of Employee Navigator, Administrators may not use their access to the Site to create or manage accounts for any other person or purpose.
 3. Brokers will have capacity to manage and create new Administrator or Individual accounts to the extent that a subject Administrator or Individual's Employee Navigator accounts are indexed to that Broker. Absent the prior written permission of Employee Navigator, Brokers may not use their access to the Site to create or manage accounts for any other person or purpose.
 4. Guests will have only such access as Employee Navigator in its sole discretion deems appropriate. Guests will not have access to actual data of any other Authorized User.
- C. This License may be revoked at any time. Temporary revocation may include deactivation of an account or lock down of the Authorized User's Password; permanent revocation may include deletion of all data associated with the Authorized User. Reasons for revocation may include, among others:
1. An Administrator may revoke an Individual's License for his violation of these Terms, violation of separately posted Copyright & Legal Notices, the Individual's separation from the Administrator's group benefit plans, or the Administrator's discontinuance of company-wide use of Employee Navigator.
 2. A Broker may revoke an Administrator's License for violation of these Terms, violation of separately posted Copyright & Legal Notices (whether by Administrator or its employees), failure to pay any policy premiums when due, or the Administrator's discontinuance of policies serviced by Broker.
 3. Employee Navigator may revoke any Broker, Administrator, or Individual License for violation of these Terms, violation of separately posted Copyright & Legal Notices, for any reason that would justify a Broker's revocation of another's License, for any reason that would justify an Administrator's revocation of another's License, or for Broker's failure to pay any Hosting Service invoice when due.

Administrators and Individuals adversely impacted by revocation of another's License may inquire with Employee Navigator for placement with another Broker. Some interruption in service may occur during the transition to another Broker.

IV. User Representations.

Authorized Users make the following representations to Employee Navigator:

- A. Use of the Site shall be in a manner that is consistent with all federal, state, and local laws (including but not limited to laws concerning identity theft and privacy and security of health care related data).
- B. Use of the Site shall be in a manner that is consistent with these Terms and the separately posted Copyright & Legal Notices.
- C. Authorized Users shall provide true information about their identity and shall not impersonate any other person or entity.

- D. Authorized Users shall take appropriate precautions to maintain the secrecy of their User Name and Password. You are solely responsible for all acts or omissions, committed by or occurring under your User Name and Password
- E. Authorized Users shall not use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, data mine, or in any way reproduce or circumvent the navigational structure or presentation of the Site.
- F. Authorized Users shall not decompile, reverse engineer, disassemble or unlawfully use or reproduce any of the software, source code, object code, proprietary formulations, trade secrets, Copyrighted material, or other proprietary information contained in the Site.
- G. Authorized Users shall not interfere with, disrupt, penetrate, or otherwise hack Employee Navigator's ASP server, chat rooms, message boards, mail server, the account of any other Authorized User, or other Employee Navigator-related computers or networks (collectively, "Servers"). Authorized Users shall not transmit spam or any virus or other malicious computer code to or through Employee Navigator's Servers.

V. Additional Requirements About Your Information

"Your Information" is defined as any information you or your employer provides to Employee Navigator or other users in the registration, in any public message area, through any upload feature, or through any e-mail feature.

- A. You are solely responsible for Your Information. You agree that: (i) Your Information shall not be false, inaccurate or misleading; (ii) Your Information shall not violate the rights of any third party, including without limitation privacy and proprietary rights; (iii) Your Information shall not infringe any copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (iv) Your Information shall not be fraudulent or involve counterfeit or stolen items; (v) Your Information shall not violate any law, statute, ordinance or regulation (including without limitation those governing consumer protection, unfair competition, antidiscrimination, or false advertising); (vi) Your Information shall not be defamatory, libelous, unlawfully threatening, or unlawfully harassing; (vii) Your Information shall not contain any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, interfere with, intercept or expropriate any system, data or personal information; and (viii) Your Information shall not create liability for Employee Navigator or cause us to lose (in whole or in part) the ability to provide our services.
- B. Postings by an Authorized User on any message board or in any forum or chat room or e-mails sent to, from or through the Site will not be protected as confidential. Employee Navigator may use and provide information contained in any such postings, to any of its subsidiaries and affiliates for any purpose whatsoever and as deemed appropriate by Employee Navigator. Employee Navigator is under no obligation to review any messages, information, or content posted on this Site by Users and assumes no responsibility or liability relating to any such postings. Notwithstanding the above, Employee Navigator may from time to time monitor the postings on this Site and may decline to accept and/or remove any postings that violate this Agreement.
- C. You further agree not to use the Site to send or post on message boards or any place on our Site, any message, e-mail or material that is unlawful, harassing, libelous, defamatory, abusive, harmful, vulgar, obscene, profane, sexually oriented, threatening, racially offensive, inaccurate, or otherwise objectionable material of any kind or nature or that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation, including material which is an invasion of privacy or publicity rights or which is protected by copyright, trademark, or other proprietary right, or derivative works without first obtaining permission from the owner, or encourage the use of controlled substances. Employee Navigator reserves the right to delete any such material from the Site. Posting content or participating in any form of discussion with the intention to commit any illegal activity is strictly prohibited. You agree not to impersonate any other

person or entity, whether actual or fictitious, including impersonating an employee or consultant of Employee Navigator, its partners or affiliates. You further agree not to use an inappropriate member name, password, User ID or name of any kind.

- D. Employee Navigator does not actively monitor Your Information but reserves at all times the right to review, modify, or delete any Account as appropriate for (a) system maintenance, (b) termination or limitation of access due to violation of these Terms and the separately posted Copyright & Legal Notices, or (c) as otherwise required by law.

VI. Investment Decisions.

You alone will bear the sole responsibility of evaluating the risks and merits associated with any investment decision. Please seek the advice of licensed and/or competent individuals before making any investment or financial planning decisions. Do not rely solely on financial or retirement information found on this Site.

VII. Third Party Services and Sites.

- A. The Site may offer and include products and services of third-party vendors. Employee Navigator does not act as an agent or broker on behalf of third parties. Employee Navigator makes no representations on behalf of third parties, nor are we responsible for the content, statements, actions, or omissions of such third parties. Inclusion of a third-party service on the Site is not an endorsement of that service. We encourage you to review the terms of service and other agreements of such third parties when visiting their sites or using their services. In order to provide you with these services, your personal information may be collected and supplied to such third parties, but the information provided will not exceed that which is necessary for the third-party to provide the service, in accordance with the Employee Navigator Privacy Policy. We may, without notice, at any time change such third-party service provider(s). You agree in the event of any such change to allow Employee Navigator and/or any such provider(s) to transfer your personal account information from/to Employee Navigator and/or from/to any such provider(s).
- B. Employee Navigator may provide, or third parties may provide, links to other World Wide Web sites or resources from within our Site. Because we have no control over such sites and resources, you acknowledge and agree that Employee Navigator is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Employee Navigator shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.
- C. You acknowledge that we may provide certain aggregate, non-personal and non-confidential User information to third parties, including partners, affiliates and advertisers.
- D. Any dealings you have with advertisers, partners, affiliates, or other third parties, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties, or representations associated with such dealings or promotions, are solely between you and such third party. Employee Navigator shall not be responsible or liable for any part of any such dealings.

VIII. Notice Regarding Generic Information Within.

- A. Many of the benefits and human resources-related forms and materials presented on this Site are accompanied by explanatory commentary that acquaints the User with the legal and practical issues pertaining to the subject area of such forms and materials, especially as such issues relate to the forms. Users are cautioned, however, that all of the forms and commentary presented herein are for general reference only. Federal, state or local laws or individual circumstances may require amendment of the forms to meet specific situations. Some government forms may be presented in altered size, font or format and may not, therefore, meet federal or state requirements. All of the forms, checklists and commentary

are intended to be used only as guides and should not be adopted without the advice of competent legal counsel.

- B. Although we will make every effort to explain the relevant law, we cannot give you legal advice on how the law applies to your facts. This Site is designed to provide accurate information with regard to the subject matter covered. The Site is presented, however, with the understanding that we are not engaged in rendering legal, accounting, or other professional service. If legal advice or other expert assistance is required, the services of a competent professional should be sought.
- C. Employee Navigator does not endorse and is not responsible for the accuracy or reliability of any opinion, advice or statement made on or through this Site by any party. Other than as required by law, under no circumstance will Employee Navigator be liable for any loss or damage caused by a User's use of or reliance upon information obtained on or through this Site. It is the responsibility of the User to evaluate the accuracy, completeness or usefulness of any information, opinion, advice or other content, product or service available on or through this Site.
- D. While every effort has been made to offer current, complete and accurate information, errors can occur. Furthermore, this Site may contain references to certain laws and regulations. Laws and regulations will change over time and should be interpreted only in light of particular circumstances.
- E. Finally, User specifically agrees that Employee Navigator is not responsible or liable for any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property rights. If you are dissatisfied with Employee Navigator, the materials available on or through Employee Navigator, or with any of Employee Navigator's terms and conditions, your sole and exclusive remedy is to discontinue using the Site.

IX. Minors and Child On-Line Privacy Protection Act.

This Site does not direct content to Minors and does not intend to collect personal information from Minors and therefore is not subject to the Child Online Privacy Protection Act. If you allow your minor child, or a child for whom you are legal guardian to access and use this Site, you agree that you will be solely responsible for (i) the online conduct of such Minor; (ii) monitoring such Minor's access to this Site; and (iii) the consequences of any use.

X. Indemnification.

As an Authorized User, you shall indemnify, defend, and hold harmless Employee Navigator (and in the case of an Administrator, Individual, or Guest, you shall additionally indemnify, defend, and hold harmless Broker) from and against any and all claims, liabilities, or demands (including reasonable legal fees) arising out of your breach of the foregoing representations or any other breach of these Terms.

XI. Disclaimers and Limitation of Remedies.

As an Authorized User, you understand and agree as follows:

- A. THE SITE IS PROVIDED ON AN "AS IS" BASIS WITH NO IMPLIED WARRANTIES OF ANY KIND.
- B. IN NO EVENT WILL THE LIABILITY OF HOSTING SERVICE OR EMPLOYEE NAVIGATOR INCLUDE ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, OR PUNITIVE DAMAGES, EVEN IF WE HAVE KNOWLEDGE OF THE POTENTIAL LOSS OR DAMAGE.
- C. COURT AWARDED DAMAGES IN FAVOR OF ANY INJURED AUTHORIZED USER SHALL NOT, IN ANY EVENT, EXCEED THE AMOUNT SUCH USER ACTUALLY PAID DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRIOR TO THE INJURY, AS USER FEES OR ROYALTIES IN ORDER TO ACCESS THE SITE.
- D. THE WARRANTIES IN THIS AGREEMENT REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Employee Navigator DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES.
- E. Employee Navigator does not actively monitor data as entered by Authorized Users into their Accounts, but reserves at all times the right to review, modify, or delete any Account as appropriate for (a) system

maintenance, (b) termination or limitation of access due to violation of these Terms and the separately posted Copyright & Legal Notices, or (c) as otherwise required by law.

- F. Liability, if any, relating to premiums paid or the quality or appropriateness of group benefit plans selected shall be solely the responsibility of the sponsoring employer (who may or may not also be the "Administrator" as defined herein) and the plan's broker of record (who may or may not also be the "Broker" as defined herein).
- G. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to all Authorized Users. This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.
- H. Employee Navigator's failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

XII. Dispute Resolution. In any dispute between an Authorized User and Employee Navigator, as an Authorized User you agree as follows:

- A. The dispute will be governed by the laws and decisions of the State of Maryland without regard to its conflict of law provisions.
- B. Employee Navigator shall only be subject to suit in the State and/or Federal Courts serving the County of Montgomery in the State of Maryland.
- C. Authorized User consents to the jurisdiction of the State and/or Federal Courts serving the County of Montgomery in the State of Maryland.
- D. Authorized User and Employee Navigator hereby WAIVE THE RIGHT TO A TRIAL BY JURY (this means a judge will decide all issues of law and fact).

XIII. Refund Policy

- A. No refunds or credits for Subscription Charges or other fees or payments will be provided to You if You elect to terminate Your subscription to the Service or cancel Your Account prior to the end of Your then effective Subscription Term.
- B. Following the termination or cancellation of Your subscription to the Service and/or Account, We reserve the right to delete all Your Data in the normal course of operation after 180 days of the end of your subscription effective end date. Your Data cannot be recovered after 180 days from your service end date.

If a client submits notice of termination within 60 days, The Murray Group will (upon request) assist with data retrieval within the first 90 days of termination. After the 90 days, if client does not request data retrieval from The Murray Group, they understand that all data will be deleted in the normal course of operation after 180 days of the end of your subscription effective end date.

XIV. Entire Agreement & Future Amendment.

- A. Employee Navigator may amend this Agreement at any time, for any reason, by notice conspicuously posted on the Site. Amendments will be effective as stated in the notice. Continued use of the Site after any Amendment becomes effective shall indicate the Authorized User's consent and agreement to the Amendment.
- B. Except as may be provided in any separate license agreement, royalty agreement, or fee per use agreement, these posted Terms, together with the Copyright & Legal Notices, constitute the entire contract and agreement regarding Terms of Use for this Site.

Privacy Statement

Our Commitment to Privacy

Your privacy is very important to us. To better protect your privacy we provide this notice explaining our online information practices and the choices you can make about the way your information is collected and used. To make this notice easy to find, we make it available on our homepage and on other pages where personally identifiable information may be requested. This notice applies to all information collected or submitted by you and/or your employer. Please read the following to learn more about how we treat the nonpublic personal information that we collect from you when you use our products and services.

The Information We Collect

Employee Navigator will collect certain information, including nonpublic personal information, from you or your employer to enable you to use this service. This information includes, but is not limited to, your name, address, social security number, and information about your family, employment and income. We may also collect (i) information about you from our business partners, such as information that you provide to them on applications or other forms, and (ii) information about your transactions with us, our business partners, or others, such as information regarding your use of the products and services that we offer or information necessary to provide those products and services to you. In addition, we may receive and record information on our server logs from your browser, including your IP address, cookie information (discussed below) and the pages you visited.

The Way We Use Information

As with all information we obtain from you, Employee Navigator will never rent, license, or sell your personal information without your permission, except as noted herein. If you use any of the services that Employee Navigator offers through our partners, affiliates and others, you may be asked to supply identifying information about yourself and/or other family members to facilitate delivery of such services to you. In all instances, the information is only used for the purpose for which it was supplied and is not otherwise used or disclosed. Employee Navigator offers several services on our site where we will, by necessity, need to provide some of your information to the third party offering the services. We supply this information only as necessary to provide these services. Except as set forth herein, we will not disclose to unaffiliated entities any information we gather from you that could be used to identify or contact you, unless we believe in good faith that such disclosure is required by applicable law, regulation, government authorities, or court order or is otherwise permitted by law. Any such personal information provided to entities affiliated with us will be treated in accordance with the terms of this Privacy Statement, unless you are otherwise notified. We also provide personal information to our vendors and suppliers where it is necessary for them to provide you or us with products and services offered. We will attempt to require that each of these outside vendors not further use or disclose your personal information for any purpose other than providing you or us with products and services. Of course, we cannot guarantee their compliance with these restrictions. Finally, we never use or share the personally identifiable information provided to us online in ways unrelated to the ones described above without also providing you an opportunity to opt-out or otherwise prohibit such unrelated uses. Cookies If your browser is set up to accept them, we may use a feature known as a "cookie" to enhance your use of the site. A cookie is an item of data stored on the user's hard drive containing information about the user. Usage of a cookie is in no way linked to any personally identifiable information while on our site. For instance, by using a cookie, we may enable a user on our site to log in and enter a password only once per session, thereby saving you time while on our site. Your browser can be set to warn you before accepting cookies. If you choose this option, you will receive a warning message with each cookie. You can choose to refuse cookies by turning them off in your browser. You do not need to have cookies turned on to use our web site, however, you should be aware that rejecting cookies from the Employee Navigator web site may diminish your experience at our web site, and certain features will not work as intended. We may use the anonymous, aggregated information collected through the use of cookies to improve the content and navigation features of our web site. Some of our business partners, affiliates, and advertisers may also use cookies. We have no access to or control over these cookies. Cookies do not identify you personally, but rather identify your computer when you visit a web site. A cookie cannot read data off your hard disk or read cookie files created by other web sites. Partners and Affiliates It is not our current policy to sell lists containing detailed personal computer information. We may, however, offer products and services through our partners and affiliates. If you take advantage of these products and services, you are authorizing us to provide that partner with the relevant information needed to perform the services. If you become a customer of that

partner, you will be subject to that partner's privacy and other policies. We therefore encourage you to review the privacy and other policies and agreements of our partners and affiliates before you respond to their offers or disclose your personal information. While we choose our partners and affiliates carefully and with your best interests in mind, and encourage them to employ industry-standard privacy and security policies, we cannot be responsible for the privacy practices, products or content of such third-parties.

About E-Mail

We use return email addresses to answer the email we receive. From time to time, we also may send our own informational, educational, or promotional material to you at the e-mail address you've provided. Such addresses are not used for any other purpose and are not shared with outside parties. Please remember that e-mail messages can be viewed by other Internet users in transit. You should contact your employer directly if you need to correct or remove information about you or your family that you previously provided to us. Please do not e-mail individualized information to us directly. We would instead prefer that you contact us directly by telephone or in writing if you need to do so. Our Commitment to Data Security To prevent unauthorized access, maintain data accuracy, and ensure the correct use of information, we have put in place appropriate physical, electronic, and managerial procedures to safeguard and secure the information we collect online. We employ various methodologies and technology to ensure that your information is treated securely in accordance with our own internal security protocols. Our secure data networks are protected by industry standard firewall and password protection systems. Information is stored on a secure server. Employee Navigator uses Secure Socket Layer (SSL) technology to ensure that passwords and other sensitive information are encrypted before being transmitted over the Internet. Our privacy policies are periodically reviewed and enhanced, as necessary. No data transmission over the Internet or any wireless network, however, can be guaranteed to be 100% secure. As a result, while we strive to protect your personal information, we cannot guarantee the security of any information you transmit to or from us, and you do so at your own risk. You can be assured that once we receive your transmission, we make our best effort to ensure its security on our systems. You should not disclose your password to any third parties or share it with any third parties. If you lose control of your password, you may lose substantial control over your information and may be responsible for and subject to actions taken on your behalf. Therefore, if you suspect that your password has been compromised, you should immediately discontinue use of the service and contact.

Effects of Statement Updates

Employee Navigator may update this Statement from time to time as we add new services and new features. Changes on our site may require additional information. We will notify our users about such changes by displaying a prominent notice on the Employee Navigator home page whenever this Statement is updated or changed. You should also check our Privacy Statement periodically.

What Happens If You Switch Coverage

If you switch your coverage to another company, Employee Navigator will continue to treat your individualized information with the same confidence and respect we extend to all our valuable customers.

Why This Statement Is Important

By choosing to continue usage of EmployeeNavigator.com, you agree to the terms of the Privacy Statement. Your visit to EmployeeNavigator.com and any dispute over privacy is subject to this Statement and our Terms and Conditions of Service, including limitations of damages, the application of the law of Maryland, and exclusive jurisdiction of Maryland. How To Contact Us This Privacy Statement is incorporated into and subject to the terms of our Terms and Conditions of Service. If you have any questions or comments concerning this Statement, please contact us at Employee Navigator by postal mail at: Employee Navigator Privacy Statement c/o Employee Navigator, LLC 7979 Old Georgetown Road Suite 300 Bethesda, MD 20814. Thanks for taking the time to read this Privacy Statement.



Business Associate Agreement

Introduction

The HIPAA Privacy and Security Rules require that group health plans enter into a business associate agreement where a third party will be provided access to Protected Health Information (PHI) when assisting or performing a function on behalf of the group health plan.

To receive PHI while assisting you with your employee benefit needs, the HIPAA Privacy and Security Rules require that we enter into a business associate agreement. This agreement will grant us permission to use and disclose PHI while we, for example, assist you with your plan's renewal and provide claims analyses. We respectfully request that you or the authorized individual from your organization sign and return the enclosed Business Associate Contract at your earliest convenience.

Please be assured that we will continue to treat with utmost care the confidential information entrusted to us and that we are compliant with the requirements imposed upon business associates by the HIPAA Privacy and Security Rules.

If you have any questions regarding our privacy or security policies, please feel free to contact our office. We value the trust and confidence you have shown in our agency by choosing us as your employee benefits partner.

Sincerely,

Chad Murray | President & Benefits Consultant
Acrisure
(877) 765-2620 | www.acrisure.com

Instructions:

- REVIEW and SIGN where indicated on the last page of the Business Associate Contract and return to the Acrisure.



Business Associate Agreement

This Business Associate Agreement (Agreement) is entered into by and between the health plan(s) sponsored by **Emmett School District** ("Covered Entity") and **Acrisure**, ("Business Associate") effective as of **September 1st, 2024**.

WHEREAS, Covered Entity is a group health plan as defined in the administrative simplification provisions within the Health Insurance Portability and Accountability Act of 1996 (HIPAA Privacy and Security Rules).

WHEREAS, Business Associate is an insurance broker that provides consulting services to plan sponsors and group health plans on matters related to employee benefits.

WHEREAS, Business Associate has been retained by the Covered Entity and/or broker to perform a function or activity on behalf of the Covered Entity that requires that the Business Associate have access to Protected Health Information (PHI).

WHEREAS, Covered Entity desires to receive satisfactory assurances from the Business Associate that it will comply with the obligations required of business associates by the HIPAA Privacy and Security Rules.

WHEREAS, the parties wish to set forth their understandings with regard to the use and disclosure of PHI by the Business Associate in performance of its obligations.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the parties hereby agree as follows:

A. Definitions

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR Part 160 and 164.

B. Use and Disclosure Of PHI

Covered Entity hereby grants Business Associate permission to use, disclose, and request from third parties PHI on behalf of Covered Entity or an organized health care arrangement in which the Covered Entity is a member in order to:

1. Perform or assist in performing a function or activity regulated by the HIPAA Privacy or Security Rules, including, but not limited to, claims processing or administration, data analysis, utilization review, quality assurance, billing, benefit management, practice management, repricing, renewal or replacement of a contract, conducting planning-related analysis related to managing the employee benefit plans, and customer service.
2. Assist the Covered Entity's other business associates retained to provide legal advice, accounting, actuarial, consulting, data aggregation, management, administration, accreditation, or financial services

to the Covered Entity or to an organized health care arrangement in which the Covered Entity participates.

3. Allow Business Associate to properly manage and administer the Business Associate's organization or to carry out the legal responsibilities of the Business Associate.
4. Perform functions, activities, or services for, or on behalf of, Covered Entity as specified above, except as otherwise limited by this Agreement or if such use or disclosure would violate the HIPAA Privacy or Security Rules if done by the Covered Entity.

C. Obligations and Activities of Business Associate

1. Use and Disclosure of PHI. Business Associate shall not use or further disclose PHI other than as permitted by this Agreement or as required by law. To the extent practicable, Business Associate shall limit its use or disclosure of PHI or requests for PHI to a limited data set, or if necessary, to the minimum necessary to accomplish the intended purpose of such use, disclosure or request.

2. Safeguards. Business Associate shall use appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Agreement, including establishing procedures that limit access to PHI within its organization to those employees with a need to know the information. Business Associate agrees that it will implement appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of the Covered Entity, as required by the HIPAA Security Rule.

Business Associate acknowledges that the requirements of 45 C.F.R. Sections 164.308, 164.310 and 164.312 applicable to such administrative, physical and technical safeguards apply to Business Associate in the same manner that such sections apply to Covered Entity. Further, Business Associate shall implement, and maintain in written form, reasonable and appropriate policies and procedures to comply with the standards, implementation specifications or other requirements of the HIPAA Security Rule, in accordance with 45 C.F.R. Section 164.316, which applies to Business Associate in the same manner that such section applies to Covered Entity.

3. Unauthorized Disclosures of PHI. Business Associate shall, within ten (10) business days of becoming aware of a disclosure of PHI in violation of this Agreement by Business Associate, its officers, directors, employees, contractors, or agents or by a third party to which Business Associate disclosed PHI (including a subcontractor), report to Covered Entity any such disclosure. Business Associate agrees to mitigate, to the extent practicable, any harmful effect of the unauthorized disclosure.

This section shall also apply to any breach of unsecured PHI, as defined by the applicable regulations. Notice of any such breach shall include the identification of any individual whose unsecured PHI has been, or is reasonably believed by Business Associate, to have been accessed, acquired or disclosed during such breach and any other information required by the applicable regulations.

4. Security Incidents. Business Associate shall promptly report to Covered Entity any Security Incident of which it becomes aware, in accordance with the HIPAA Security Rule.

5. Agreements with Third Parties. Business Associate agrees to ensure that any agents and subcontractors that create, receive, maintain or transmit PHI on behalf of Business Associate with

respect to Business Associate's relationship with Covered Entity agree to the same restrictions and conditions that apply to Business Associate with respect to such information.

6. Access to Information. Within ten (10) business days of a request by the Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to the Covered Entity such PHI for so long as such information is maintained in a Designated Record Set and in accordance with the requirements of 45 C.F.R. Section 164.524. In the event any individual requests access to PHI directly from the Business Associate, Business Associate shall respond to the request for PHI within ten (10) business days. Any denials of access to the PHI requested shall be the responsibility of the Business Associate.

7. Availability of PHI for Amendment. Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR Section 164.526 at the request of the Covered Entity or an individual, and in the time and manner designated by Covered Entity.

8. Inspection of Books and Records. Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to the Covered Entity, or at the request of the Covered Entity, to the Secretary of the U.S. Department of Health and Human Services or its designee (the "Secretary"), in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with HIPAA.

9. Accounting of Disclosures. Business Associate agrees to maintain and make available to the Covered Entity an accounting of disclosures of PHI as would be required for Covered Entity to respond to a request by an individual made in accordance with 45 CFR Section 164.528. Business Associate shall provide an accounting of disclosures made during the six (6) years prior to the date on which the accounting is requested (or during the three (3) years prior to the date the accounting is requested for PHI maintained in an electronic health record. At a minimum, the accounting of disclosures shall include the following information:

- a. Date of disclosure,
- b. The name of the person or entity who received the PHI, and if known, the address of such entity or person,
- c. A brief description of the PHI disclosed, and
- d. A brief statement of the purpose of such disclosure which includes an explanation of the basis of such disclosure.

In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall respond to the request within ten (10) business days. Any denials of a request for an accounting shall be the responsibility of the Business Associate. Business Associate agrees to implement an appropriate recordkeeping process to enable it to comply with the requirements of this section.

10. Remuneration in Exchange for PHI. Pursuant to the final HIPAA regulations, Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI without a valid authorization permitting such remuneration, except as permitted by law.

D. Obligations of Covered Entity

1. Covered Entity shall comply with each applicable requirement of the HIPAA Privacy and Security Rules.
2. Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR Section 164.520, as well as any changes to such notice.
3. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.
4. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR Section 164.522.

E. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by the Covered Entity.

F. Termination

1. Term. The term of this Agreement shall begin on the Effective Date and shall remain in effect until terminated under Section F(2) of this Agreement.

2. Termination. This Agreement shall be terminated only as follows:

a. Termination for Cause by Covered Entity

This Agreement may be terminated by the Covered Entity upon fifteen (15) business days written notice to the Business Associate in the event that the Business Associate breaches any provision contained in Paragraph C of this Agreement and such breach is not cured within such fifteen (15) day period.

b. Termination for Cause by Business Associate

This Agreement may be terminated by the Business Associate upon fifteen (15) business days written notice to the Covered Entity in the event that the Covered Entity breaches any provision contained in Paragraphs D or E of this Agreement and such breach is not cured within such fifteen (15) day period.

c. Termination Due to Change in Law

Either party may terminate this Agreement effective upon thirty (30) days advance written notice to the other party in the event that the terminating party has sought amendment of this Agreement pursuant to Paragraph G(1) and no amendment has been agreed upon.

d. Termination Without Cause

Either may terminate this Agreement effective upon ninety (90) days advance written notice to the other party given with or without any reason.

3. Return or Destruction of PHI

Upon termination of this Agreement, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity that the Business Associate maintains in any form. Business Associate shall retain no copies of the PHI.

Notwithstanding the above, to the extent that the Business Associate determines that it is not feasible to return or destroy such PHI, the terms and provisions of Paragraphs A, B, C and D shall survive termination of this Agreement and such PHI shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such PHI. When the PHI is no longer needed by the Business Associate, the Business associate shall return the PHI to Covered Entity or shall destroy it.

G. General Provisions

1. Amendment. This Agreement may be amended only by the mutual written agreement of the parties. The parties agree to take such action to amend this Agreement from time to time as is necessary for the Covered Entity or Business Associate to comply with the requirements of HIPAA.

2. Indemnification. Business Associate shall indemnify and hold Covered Entity harmless from and against any claims, fees, and costs, including, without limitation, reasonable attorneys' fees and costs, which are related to Business Associate's failure to perform its obligations under this Agreement. Covered Entity shall indemnify and hold Business Associate harmless from and against any claims, fees, and costs, including without limitation, reasonable attorneys' fees and costs, which are related to Covered Entity's alleged improper use or disclosure of PHI or other breach of this Agreement.

3. Remedies. The parties acknowledge that breach of Paragraphs B, C, D or E of this Agreement may cause irreparable harm for which there is no adequate remedy at law. In the event of a breach, or if either party has actual notice of an intended breach, such party shall be entitled to a remedy of specific performance and/or injunction enjoining the other party from violating or further violating this Agreement. The parties agree the election of the party to seek injunctive relief and or specific performance of this Agreement does not foreclose or have any effect on any right such party may have to recover damages.

4. Survival. Business Associate's obligation to limit its use and disclosure of PHI as set out in Paragraph C survive the termination of this Agreement so long as Business Associate has PHI received during the performance of its services as described in this Agreement.

5. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho.

6. Assigns. Neither this Agreement nor any of the rights, benefits, duties, or obligations provided herein may be assigned by any party to this Agreement without the prior written consent of the other party.

7. Third Party Beneficiaries. Nothing in this Agreement shall be deemed to create any rights or remedies in any third party.

8. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Entity and/or Business Associate, as applicable, to comply with HIPAA.

9. Notices. Any notice given under this Agreement must be in writing and delivered via first class mail, via reputable overnight courier service, or in person to the parties' respective addresses as first written above or to such other address as the parties may from time to time designate in writing.



IN WITNESS WHEREOF, the undersigned have executed this Agreement:

Acrisure

A handwritten signature in black ink, appearing to read 'Chad Murray', written over a horizontal line.

By: Chad Murray

Its: President

Emmett School District

A handwritten signature in black ink, appearing to read 'Brandy Martinez', written over a horizontal line.

By:

Its: