

**AGREEMENT FOR BROKERAGE AND CONSULTING SERVICES
THE CITY OF LEBANON
AND MCGOHAN/BRABENDER AGENCY, INC.**

This Agreement is between the City of Lebanon and any successors (the "Client") and McGohan/Brabender Agency, Inc., an Ohio Corporation, ("MB") and is effective April 1, 2022 (the "Effective Date").

WHEREAS, Client is the Plan Sponsor for various employee welfare benefit plans (the "Plan"), and is duly authorized to delegate certain responsibilities to other entities, other than those exclusive Plan Sponsor responsibilities.

WHEREAS, MB is an employee benefit brokerage, consulting and communications firm and has experience and skill in the area of providing brokerage, consulting and communications services to employers who sponsor all types employee welfare benefit programs.

WHEREAS, MB shall be retained by Client to provide brokerage/consultation services for the Plan and Client as set forth herein.

NOW THEREFORE, the parties agree as follows:

ARTICLE I – GENERAL PURPOSE

1. MB's consulting services related to the Plan will be brokerage and consulting services such as assisting with administrative, billing, financial and claims issues under the Plan as listed within Exhibit A to this Agreement. Both parties acknowledge that MB's relationship with Client and the Plan is that of an independent contractor and MB is not an employee of Client and, unless otherwise specifically authorized by Client, MB is not authorized to act on behalf of Client.
2. The parties agree that MB will not have any discretionary control over any Plan assets or Plan management or administration. MB may not assign or delegate any of its responsibilities under this Agreement to any third party without the prior written consent of Client. MB does not provide accounting, legal or investment management advice and MB is not a fiduciary to the Plan or the Client.
3. All information, records, lists of participants and employees, and all other data that MB acquires under this Agreement is to be considered confidential and private records of the Plan and Client unless such information is or becomes public. MB agrees not to disclose any confidential Plan information except to the extent necessary to provide the services listed in this Agreement or unless ordered to do so by a court of competent jurisdiction. In addition, MB, Client and the Plan agree that they will enter into whatever additional agreements are required to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA").

ARTICLE II - COMPENSATION

Client will pay MB Twenty-Three Dollars (\$23.00) per employee per month (PEPM). MB will invoice the Client on a quarterly basis and the Client agrees to pay the invoice, in full, within fifteen (15) days of receipt. This amount will remain in effect during the initial term of this Agreement.

In addition to the fees listed in this Article, MB will receive commissions on all of the Client's ancillary lines of coverage during the entire term(s) of this Agreement.

As a performance guarantee, if the Client does not, in good faith, believe that MB has met Client's expectation during the first nine (9) months of the Agreement, then the Client is not required to compensate MB for the last three months of the initial term. If MB has not met Client's expectation, the Client must notify MB in writing within fifteen (15) days of receiving the invoice for the tenth (10th) month of the initial term in order to exercise this option. This Client option is only available in the first year of the MB- City of Lebanon Agreement

Client acknowledges that MB may participate in carrier overrides and other compensation/bonus programs. Such programs do not directly impact the premium or fee structures for the related coverage line. Client agrees and acknowledges that the Plan may impact MB's compensation/bonus program with one or more carriers.

ARTICLE III- TERM AND TERMINATION

The initial term of this Agreement will begin on the Effective Date and will end on March 31, 2023. After that, the Agreement will automatically renew for successive one-year periods beginning every April 1st unless either party provides advanced written notice to the other at least thirty (30) days prior to the renewal date that the Agreement will not renew. Either party may terminate the Agreement at any time for material breach by providing the other sixty (60) days prior written notice sent via certified mail. However, the breaching party will then have sixty (60) days to cure the breach before the other party may terminate this Agreement. If the party does cure the breach, the other party may not terminate this Agreement for cause. Whenever this Agreement is terminated for any reason, Client agrees to pay MB all outstanding invoices for services completed in a satisfactory manner within thirty (30) days of the later of the date of termination or the date of the invoice. Client must notify MB if such services prior to termination were not satisfactory within fifteen (15) days of receiving the invoice for that quarter or else services will be considered satisfactory.

ARTICLE IV – INDEMNIFICATION AND DISPUTE RESOLUTION

1. Client and the Plan agree and acknowledge that much of MB's brokerage and consulting services under this Agreement will be based on information and representations made by Client, the Plan and other third parties. Therefore, the Client agrees MB should not be liable for any claims, damages, liabilities, assessments, losses, penalties and expenses (including reasonable attorney fees) actually and reasonably incurred in connection with any legal action, suit, proceeding or settlement against MB based, in whole or in part, on information or representations MB received from the Plan and/or Client or other third party. However, subject to the first part of this Article regarding

services based on the information and representations received from Client, the Plan and/or third parties, MB will be responsible only to the Plan or Client (and Client's officers, agents, servants and employees) for the reasonable and direct damages that have actually accrued as to those matters finally adjudicated or acknowledged by MB as a result of MB's own willfulness or negligence. Regardless of any other provision, the maximum amount that MB can be required to pay to the Client under this Agreement will be limited to MB's insurance limits. The terms of this Article will remain in effect indefinitely regardless of when or why this Agreement is terminated.

2. All parties agree to use their best efforts to cooperate with each other to carry out the terms of this Agreement. This Agreement will, to the extent not preempted by Federal statute, be governed by the laws of Ohio.
3. Unless otherwise noted, all notices under this Agreement should be sent to the following addresses:

Jean Marten
McGohan Brabender, Inc.
3931 South Dixie Drive
Dayton, Ohio 45439

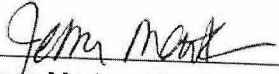
Scott Brunka
The City of Lebanon
50 S. Broadway St.
Lebanon, OH 45036

This Agreement and Exhibit A is the entire contract between the parties and it supersedes all prior oral and written agreements between the parties and this Agreement and Exhibit A can only be amended, in writing, signed by both parties.


IN WITNESS WHEREOF, both parties have executed this Agreement.

McGohan/Brabender Agency, Inc.

The City of Lebanon



Jean Marten, Vice President of Operations



Signature

1-6-2022

Date

Scott Brunka, City Manager

1/4/22

Date

EXHIBIT A
MB Brokerage and Consulting Scope of Services
2022

I. Vendor Selection Support

- a. Evaluate marketplace options via proprietary multi-phase Request for Proposal (RFP) for:
 - i. Medical plan
 - ii. Rx plan
 - iii. Dental plan
 - iv. Vision plan
 - v. Life insurance plans
 - vi. Disability insurance plans
 - vii. FSA and COBRA administration
 - viii. Voluntary/worksites products
 - ix. Other health & welfare related benefit programs, as appropriate
- b. Identify vendors to support health and welfare plan performance such as dependent eligibility auditors, plan implementation auditors, HR technology advisors, claims auditors, health and wellness vendors, etc.
- c. Participate in vendor site meetings where appropriate
- d. Evaluate proposals, conduct finalist meetings, and summarize and present recommendations
- e. Assist in review of vendor/carrier agreements

II. Vendor Management Support

- a. Negotiate health & welfare related product renewals
- b. Leverage C2 relationships to evaluate contracts and supply unique contract language
- c. Interface with vendors as appropriate regarding plan design changes
- d. Participate in regular vendor calls and meetings
- e. Support health and related product implementations
 - i. Attend site visits, assist with vendor culture training, and attend implementation conference calls
 - ii. Perform post-implementation vendor measurement / management
 - iii. Host multi-vendor planning / implementation meetings
- f. Negotiate, monitor and measure performance guarantees, if available, within vendor contracts

III. Strategic Support and Plan Performance

- a. Assist in identifying and refining core beliefs, which will become the foundation for future benefit strategies and program offerings
- b. Consider top risks, opportunities, and goals via our data analytics platform (if available) and core beliefs session
- c. Create a multi-year strategy (12-36 months) taking into account:
 - i. Stratification of workforce risk
 - ii. Engagement in programs that produce repeatable results

- iii. Accountability through premium differentials and/or other incentives or engagement opportunities
- d. Assist in developing successful measurement criteria to evaluate effectiveness of programs and strategic objectives
- e. Periodically review current benefit plans and recommend changes or additions to meet strategic goals
- f. Evaluate and recommend appropriate wellness, consumerism, and engagement initiatives that support the overall health and welfare benefits strategy
- g. Provide access to MB's dedicated health/wellness team, who can be contacted directly and provide onsite support
- h. Provide education and strategy development on cost management programs
- i. Assist in development and delivery of senior management presentations to aid in understanding the current health care environment, or to support recommended strategic initiatives, plan changes and budget projections
- j. Gather industry benchmarking data on benefit offerings, plan designs, enrollment data, and financial data
- k. Provide employees access to RetireMedIQ to help them explore benefit options through Medicare or the Health Insurance Marketplace

IV. Financial, Budget, and Actuarial Support

- a. Reforecast current year budget with revised enrollment
- b. Evaluate premium contribution strategies commensurate with strategic goals
- c. Provide periodic analysis of medical and prescription claims when possible/available
- d. Provide actuarial support and data analytics services to help project future health plan costs and impact of potential plan design changes
- e. Make recommendations regarding appropriateness of risk levels (stop loss modeling)
- f. Request network performance reports, which includes analysis of utilization, discounts, and overall plan efficiency
- g. Model plan values and display impact to budget
- h. Calculate annual premium equivalents and facilitate COBRA rate calculations
- i. Support plan adherence to reserve targets
- j. Calculate IBNR annually where applicable

V. Compliance Support

- a. Provide general advice and assistance regarding various government filings, forms, and notices
- b. Research available compliance materials and respond to various benefits compliance questions
- c. Collect Schedule A / Schedule C forms from health and related vendors for annual Form 5500 filing (if applicable)
- d. MB does not provide legal services. MB will provide access to an independent ERISA attorney who will be available for various compliance questions. You must preapprove any additional legal fees for specific projects. If applicable, MB

will contract to have any necessary Form 5500 reports completed and supplied to you for submission.

VI. MB Advocacy Team

- a. Members will have access to MB's Advocacy Team, who will intervene to resolve issues. The MB Advocacy Team will:
 - i. Coordinate problem resolution efforts upon request from the HR team
 - ii. Operate as an advocate between members and the carrier to resolve claim, eligibility, or other issues that directly affect the employees and dependents covered under the plan
 - iii. Track and communicate the status of ongoing projects and issue resolution

VII. Communication Services

- a. Access to MB's communication platform to create customized communication. This strategy will be shaped by a number of variables, including:
 - i. Generational demographics (segment workforce by age/generation)
 - ii. Key messaging (education, shift enrollment to a particular plan, engagement, etc.)
 - iii. Cross-media channels (mobile, video, email, social media, blogs, print, etc.)
- b. Develop and deliver continuity in the benefit message
- c. Provide client access and training on client-driven tools producing print communication
- d. Provide access to MB library of communication content including newsletters, website articles, poster templates, postcard templates and enrollment support materials
- e. Assist in providing health and wellness related content for newsletters
- f. Provide client access and training for a web-based benefit portal for member communication
- g. Create announcement materials for future wellness-related programs
- h. Evaluate and provide feedback on existing communication strategy and materials

VIII. Additional MB Resources

- a. **Collaboration Centric Solutions (C2):** MB is a founder and co-owner in a national independent brokerage network, Collaboration Centric Solutions (C2). C2 is a joint venture that brings together six of the nation's larger independent benefits brokerage firms. C2's overall goal is to fundamentally change employee benefits consulting by collaboration with member firms, carriers/TPAs, and technology partners to create innovative platforms and deliver best-in-class insurance products (i.e. captive platform, preferred stop-loss, Rx carve-out)
- b. **Rx Analysis/3 Axis Advisors LLC:** McGohan Brabender has a strategic partnership with 3 Axis Advisors LLC. 3 Axis Advisors was founded to identify, analyze, and ultimately expose the many inefficiencies inherent in the current design and functionality of the U.S. drug supply chain. Its founders were instrumental in exposing the drug pricing distortions in Ohio's Medicaid managed

care program, which sparked a national reassessment of the status quo in pharmacy benefit management. 3 Axis Advisors publishes much of their research and findings at 46brooklyn Research.com, a non-profit dedicated to improving the transparency and accessibility of drug pricing data for the American public

- c. **RetireMEDiQ:** MB is majority owner of Ohio's largest Medicare advisor, RetireMEDiQ (RMIQ). RMIQ assists individuals in their planning, selection and enrollment of their Medicare coverage. This service includes traditional Medicare Part A, B & D solutions, as well as solutions for Medicare Advantage. RMIQ members have access to year-round claims advocacy services at no additional cost.

McGohan/Brabender Agency, Inc.


DocuSigned by:

Jean Marten

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Jean Marten, Vice President of Operations

The City of Lebanon


Signature

Scott Brunka - City manager
Printed Name & Title of Authorized Signor

11/23/2021

Date

1/6/22

Date