

**Amendment to
CLIENT SERVICES AGREEMENT**

This amendment to the Client Services Agreement (this "Amendment") is entered into this 1st day of July, 2025 ("Effective Date"), by and between Legacy Partners Holdings, LLC (hereafter referred to as "Legacy" or "Novo"), a Colorado Limited Liability Company with its principal place of business at 11755 E. Peakview Avenue, Suite 250, Englewood CO 80111, and Laramie County ("Client"), a government entity with its principal place of business at 310 W. 19th Street, Suite 140, Cheyenne, WY 82001.

RECITALS

WHEREAS Novo Benefits, LLC and Client are Parties to a Client Services Agreement ("Agreement") dated February 15, 2018; and

WHEREAS, Novo Benefits, LLC is a subsidiary of Legacy Partners Holdings, LLC;

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

A) Wherever in the Agreement, the term "Novo Benefits, LLC" or "Novo" appears, such term shall be replaced with "Legacy Partners Holdings, LLC and its affiliates and subsidiaries including but not limited to Apta Health, LLC, Novo Benefits, LLC, Novo Connection, LLC and Novo Connection Analytics, LLC" or "Legacy".

B) All future and following Renewal Schedule of Services & Fees ("Schedules") will be appended to the Agreement.

Except as expressly amended by this Amendment, the Agreement shall remain unchanged and in full force and effect and the Parties hereby ratify and confirm the Agreement with each of its provisions and obligations. Any conflict between the Agreement and this Amendment shall be resolved in favor of this Amendment. This Amendment shall be governed by and construed in accordance with the laws of the State of Colorado applicable to contracts and to be performed in such state, without regard to conflict of laws principles. This Amendment may be executed in any number of counterparts, each of which when so executed shall be deemed an original, but all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment by their officers thereunto duly authorized on the date and year first above written.

Laramie County

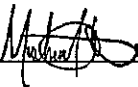
By: _____

Name: _____

Title: _____

Date: _____

Legacy Partners Holdings, LLC

By:  _____

Name: Michael E. Poelman

Title: President

Date: **06/18/2026** _____

AMENDMENT TO THE CLIENT SERVICE AGREEMENT
Between
Laramie County and Novo Benefits, LLC

THIS AMENDMENT is made and entered into by and between Laramie County, 310 West 19th Street, P.O. Box 608, Cheyenne Wyoming, 82003-0608, hereinafter referred to as "COUNTY," and Legacy Partners Holdings, LLC, 11755 E. Peakview Avenue, Suite 250, Englewood CO 80111, hereafter referred to as "Legacy or Novo." The parties agree as follows:

I. PURPOSE

This Amendment supplements the Client Service Agreement and Addendum, executed on July 17, 2018, the General Provisions Agreement dated February 15, 2018, the Business Associate Agreement between NOVO and COUNTY, and the Renewal Schedule of Services and Fees, all of which are referred to as the "Agreements", and are incorporated into this Amendment by this reference.

II. TERM

This Amendment shall commence on the date last executed by the duly authorized representatives of the Parties, and shall remain in full force and effect for one (1) year, unless terminated at an earlier date pursuant to the provisions of this Amendment, or pursuant to federal or state statute, rule or regulation.

III. RELEVANT DOCUMENTS

The following documents are part of this Amendment and are incorporated fully herein by this reference:

- A. Client Services Agreement dated February 15, 2018, Rev. 09/08/17 (11 pages) (Attachment A)
- B. Business Associate Agreement (10 pages) (Attachment B)
- C. Renewal Schedule of Services and Fees, Rev. 05/17/19 (3) (Attachment C)

IV. RESPONSIBILITIES OF THE CONTRACTOR.

NOVO's responsibilities have not changed.

V. RESPONSIBILITY OF COUNTY.

The COUNTY agrees to pay NOVO for the services described in the Renewal Schedule of Services and Fees (Attachment C). Total payment under this Amendment effective July 1, 2025, shall not exceed a monthly fee of seven thousand and six dollars and seventy cents (Novo Benefits to receive \$4,328.29 and Agile Benefits will receive \$2,885.51). This monthly fee will be billed by Blue Cross Blue Shield of Wyoming. Payment shall be in accordance with Wyo. Stat. § 16-6-602 (as amended). No payment shall be made before the last signature is affixed to this

Amendment.

VI. SPECIAL PROVISIONS

Same Terms and Conditions. With the exception of items explicitly delineated in this Amendment, all terms and condition of the original Contract, as well as any previous Addendums between the COUNTY and NOVO, including but not limited to sovereign immunity, governing law and indemnification, shall remain unchanged and in full force and effect.

VII. ADDITIONAL PROVISIONS

A. **Acceptance Not Waiver:** COUNTY's approval of the reports, and/or services furnished pursuant to the Agreement shall not in any way relieve NOVO of its responsibility for its obligations pursuant to the Agreement or any applicable law. COUNTY's approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under the Agreement and this Addendum or of any cause of action arising out of the performance of the Agreement and this Addendum.

B. **Termination:** This Agreement and addendum may be terminated (a) by either party at any time for failure of the other party to comply with the material terms and conditions of this agreement; or, (b) upon mutual written agreement by both parties.

C. **Entire Agreement:** The Client Services Agreement (11 pages) and Business Associate Agreement (10 pages), the Renewal Schedule of Services and Fees (3 pages), as supplemented by this Amendment (4 pages), represent the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

D. **Modification:** The Agreement and this Amendment can further be modified only by a written agreement, duly executed by all parties hereto.

E. **Applicable Law and Venue:** The parties mutually understand and agree the Agreement and this Addendum shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning the Agreement and this Addendum or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to NOVO and to COUNTY in executing the Agreement and this Addendum. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in the Agreement and this Addendum.

F. **Contingencies:** NOVO certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with the Agreement and this Addendum, nor were any fees, commissions, gifts or other considerations made contingent upon the award of the Agreement and this Addendum, other than commissions paid pursuant to NOVO's standard brokerage agreement.

G. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of the Agreement and this Addendum because of race, color, gender, creed, handicapping condition, or national origin.

H. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by entering into the Agreement and this Addendum. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on the Agreement and this Addendum.

I. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and the Agreement and this Addendum shall not be construed so as to create such status. The rights, duties and obligations contained in the Agreement and this Addendum shall operate only between the parties to the Agreement and this Addendum, and shall inure solely to the benefit of the parties to the Agreement and this Addendum.

J. Conflict of Interest: COUNTY and NOVO affirm, to their knowledge, no NOVO employee has any personal beneficial interest whatsoever in the Agreement and this Addendum described herein.

K. Limitation on Payment: COUNTY's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by NOVO the Agreement and this Addendum may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify NOVO at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate the Agreement and this Addendum in order to acquire similar services from another party.

L. Notices: All notices required and permitted under the Agreement and this Addendum shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

M. Addendum Controls: Where a conflict exists or arises between any provision or condition of this Addendum and the Client Services Agreement (11 pages) or the Business Associate Agreement (10 pages), the provisions and conditions set forth in this Addendum shall control.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

LARAMIE COUNTY, WYOMING

By: _____ Date _____
Gunnar Malm, Chairman, Laramie County Commissioners


ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

LEGACY PARTNERS HOLDINGS, LLC

By:  _____ Date 07/21/2025
Name: Michael E Poelman
Title: President

REVIEWED AND APPROVED AS TO FORM ONLY

By:  _____ Date 7/28/25
Deputy Laramie County Attorney's Office

LEGACY PARTNERS HOLDINGS, LLC
RENEWAL SCHEDULE OF SERVICES AND FEES

Client Name: Laramie County

Effective Date of Revised Schedule of Services and Fees: July 1, 2025

The following services will be provided under this Renewal Schedule at the fees and/or commissions indicated.

The rates set forth in this Renewal Schedule are based on information provided to Legacy by the Client, including without limitation information regarding the average number of employees enrolled in the Plan. Legacy has relied on that information in developing these rates. Should there be a material change in this information, Legacy shall be entitled to adjust these rates consistent with its customary rates applicable to the new information. A change of 10% or more in the average number of employees enrolled in the Plan shall be presumed to be a material change.

The commissions and/or fees to be paid by the Client are subject to the terms of the General Provisions of the attached Client Services Agreement ("Agreement"), as well as other applicable agreements with the following service providers, including but not limited to, any Third-Party Administrator ("TPA"), stop-loss and reinsurer/insurers, wellness vendors and prescription drug benefit manager ("PBM").

	Per Month
Consultant Service Fee	\$4,328.29
Payable to: Novo Benefits	
Compliance and Data Storage	Included
Consultant Service Fee	\$2,885.51
Payable to: Agile Benefits	
Printing Fees	One-Time Fees
	To be billed at cost

Actuarial and other miscellaneous services available at mutually agreed upon pricing, upon request.

Transplant Coverage Premium – The applicable rates and premiums for Transplant Coverage Premiums are subject to and will be billed in accordance with the terms of the applicable Transplant Coverage contract.

Dental, Vision, Short-Term Disability, Long-Term Disability, Life and AD&D Insurance Coverage Premiums – The applicable rates and premiums for these optional coverages will be billed in accordance with the terms of the applicable group insurance agreement.

Prescription Drug Program Fees – The fees for the dispensation and administration of prescription drugs to plan participants will be billed in accordance with the terms of the Client's agreement with the Prescription Drug Benefit Manager.

Commissions on Gross Insurance Premiums Payable to Novo Benefits, LLC:

<u>Line of Service</u>	<u>Carrier</u>	<u>Novo Commission</u>	<u>Agile Commission</u>
Dental Insurance	Delta Dental	1.28%	.72%
Vision Insurance	VSP	Graded 7.2%	Graded 2.8%
Life Insurance	The Hartford	Graded 7.2%	Graded 2.8%
Accident and Critical Illness	The Hartford	14.4%	5.6%

STATEMENT OF AFFILIATION

Legacy is not an insurance carrier or an affiliate of any insurance carrier, and is not limited by any agreement with an insurance carrier in its ability to recommend or procure insurance products.

DISCLOSURE NOTICE REGARDING ADMINISTRATIVE SERVICE FEES AND COMMISSIONS PAYABLE BY INSURANCE CARRIER

Prohibited Transaction Class Exemption 84-24 (PTE 84-24) as issued by the U.S. Department of labor permits the receipt of insurance commissions and other compensation by service providers such as Legacy if proper disclosure is given and the transaction is approved by an appropriate independent Plan fiduciary after determining that the commissions and compensation are reasonable and in the best interests of the Plan. The commissions and other compensation to be paid to Legacy are set forth in this Schedule as well as in the General Provisions of this Agreement. By signing this Agreement and any Schedule of Services and Fees, Client certifies that it is an independent fiduciary of the Plan and that it approves the commissions and other compensation disclosed.

Legacy will comply with their obligations under applicable law including but not limited to Division BB of the Consolidated Appropriations Act, 2021, and the Transparency in Coverage Final Rule, 85 Federal Register 72158 (Nov. 12, 2020). For the avoidance of doubt, no prior approval, written or otherwise, of Legacy shall be required where the disclosure of data, documents, or information is in connection with Client's or the Plan's disclosure and/or reporting obligations under applicable law. Further, Legacy shall provide to Client and/or the Plan all information Legacy maintains pursuant to this Agreement that is necessary for the Client and/or the Plan to comply with all applicable disclosure and reporting obligations. Legacy shall provide such information sufficiently in advance of the applicable transparency effective dates and ongoing annual deadlines.

Fiduciary Responsibilities

A fiduciary exercises discretionary authority or control over the management of a group health plan, including but not limited to the disposition of its assets and the discretionary authority or responsibility in the administration of the group health plan. In all cases, Legacy does not act in the capacity or function of a fiduciary for any group plan or client. Legacy exercises no authority or control over the management of a group health plan, including disposition of assets or administration of claims.

Overall Statement

Transparency and independence are of paramount importance to Legacy and our clients. Legacy does not receive any overrides or contingent commissions on stop loss premiums. Part of Legacy's service is to provide each Client with the insurance products that best suit the Client's needs taking into consideration such factors as coverage terms, service and price. Legacy's compensation for providing this service is usually paid to Legacy in the form of fees paid by the Client. In certain circumstances Legacy may also receive compensation which may include administrative fees paid to Legacy by third party service providers for support services performed by Legacy, commission on ancillary premiums related to ancillary lines of coverage, vendor coordination or implementation fees, additional projects or services as agreed to in advance, and travel expenses over and above the normal scope of services. These fees and commissions are generally outlined in this Schedule.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their officers thereunto duly authorized on the date and year first above written.

Laramie County


By: _____

Name: _____

Title: _____

Date: _____

Legacy Partners Holdings, LLC

By:  _____

Name: Michael E. Poelman

Title: President

Date: 07/17/2025

RECEIVED AND APPROVED AS
TO FORM ONLY BY THE
DEPUTY LARAMIE COUNTY
ATTORNEY

 7-18-25