NOVO BENEFITS, LLC

CLIENT SERVICES AGREEMENT

This Agreement ("Agreement") is made and entered into this 1st day of February 15, 2018 ("Effective Date"), by and between Novo Benefits, LLC, a Colorado Limited Liability Company with its principal place of business at 11755 E. Peakview Avenue, Suite 250 Englewood CO 80111, and LARAMIE COUNTY GOVERNMENT ("Client"), a Wyoming corporation with its principal place of business at 310 W. 19TH STREET #320, CHEYENNE, WY 82001.

RECITALS

WHEREAS, Novo Benefits, LLC is a licensed insurance brokerage firm qualified and operating under the laws of the State of Colorado; and

WHEREAS, Novo Benefits, LLC is, among other things, engaged in the business of development, delivery and management of self-funded employee benefit plans involving various insurance and/or non-insurance type products and services ("Employee Benefits Plans"); and

WHEREAS, LARAMIE COUNTY GOVERNMENT is an employer providing a self-funded employee group benefit plan to some or all of its employees and their dependents.

WHEREAS, LARAMIE COUNTY GOVERNMENT has selected specific elements and offerings which comprise the group benefit plan offered to employees (the "Plan") to some or all of its employees and their dependents; and

WHEREAS, LARAMIE COUNTY GOVERNMENT has selected or will select and contract with an independent Third-Party Administrator ("TPA") for processing claims and maintaining the Plan; and

WHEREAS, Novo Benefits, LLC will receive compensation for performing services outlined in this Client Services Agreement ("Agreement"). A detailed summary of Novo Benefits, LLC's fees are specified in the attached Schedule of Services and Fees ("Schedule"); and

WHEREAS, LARAMIE COUNTY GOVERNMENT agrees and consents to allow Novo Benefits, LLC to share Plan details with any vendor which Novo Benefits, LLC selects to provide a quote for products or services to LARAMIE COUNTY GOVERNMENT.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

GENERAL PROVISIONS

1 **Novo Benefits, LLC's Services.**

1.1 **Novo Benefits, LLC's Services- Overview.** Novo Benefits, LLC agrees to provide the services outlined and set forth in the attached Schedule of Services and Fees ("Schedule"). Payment of claims and services under this Agreement shall be funded and made solely from Client's general assets by the TPA selected by LARAMIE COUNTY GOVERNMENT. Novo Benefits, LLC shall have no obligation to fund or provide funds to pay claims, insurance premiums, and/or other fees and costs. Novo Benefits, LLC does not insure or otherwise provide any funding or payment guarantees with respect to the Plan. In addition to the services described in the attached Schedule, Novo Benefits, LLC will provide the services, and assess charges where applicable, as described in these General Provisions or the Schedule.

1.1.1 **Authority.** Novo Benefits, LLC is authorized and required to act with respect to the Plan only as expressly stated in this Agreement. The Client authorizes Novo Benefits, LLC to perform all acts which Novo Benefits, LLC deems necessary or appropriate to facilitate its duties under this Agreement.

1.1.2 **Non-Fiduciary Status.** The Client and Novo Benefits, LLC agree that Novo Benefits, LLC's role will be limited to that of a provider of the non-fiduciary services specified under this Agreement, that the services rendered by Novo Benefits, LLC under this Agreement will not include the power to exercise discretionary authority over Plan operations or Plan assets (if any), and that Novo Benefits, LLC will not for any purpose, under ERISA or otherwise, be deemed to be the "Plan Administrator" of the Plan or a "fiduciary" with respect to the Plan.

Novo Benefits, LLC's services under this Agreement are intended to and will consist only of those "ministerial functions" described in Department of Labor Regulations section 2509.75-8, D-2 and will be performed within the framework of policies and interpretations established by the Client. The Plan Sponsor and Plan Administrator of the Plan, for purposes of ERISA, is the Client. The Plan's benefits and coverage design has been selected by the Client and the Client is solely responsible for that design. The Client retains all responsibility and discretionary authority with respect to the Plan and the administration of the Plan, including but not limited to the responsibility for determining and paying claims under the Plan, COBRA compliance, purchase of stop loss and other forms of insurance, Plan communications, Form 5500 filings, disposition of Plan assets, and payment of all expenses incidental to the Plan.

1.1.3 **No Employee Trust.** Client hereby represents and warrants that it has not formed, will not form, and is not using an employee benefit, multiple welfare employee benefit plan or other trust for the Plan.

1.2 **Stop-Loss and Reinsurance/Insurance Placement Service.**

1.2.1 **Stop-Loss and Reinsurance/Insurance Placement Services.** Novo Benefits, LLC agrees to provide Client reasonable assistance in selecting, procuring and administering stop-loss and reinsurance coverage, and group insurance products as requested and selected by the Client. Novo Benefits, LLC does not insure or otherwise provide any guarantees with respect to the adequacy of any insurance coverage selected by Client, or make any representations regarding any stop-loss and reinsurance/insurance carrier's financial ability or obligation to reimburse Client.

1.2.2 **Client Assistance in Procuring Stop-Loss and Reinsurance/Insurance.** Client agrees to assist in the procurement of stop-loss and reinsurance/insurance products by providing to Novo Benefits, LLC on a timely basis accurate and complete information, signed applications for stop-loss and reinsurance/insurance, and signed disclosures, as necessary for underwriting any stop-loss and reinsurance/insurance requested or required by the Client.

1.2.3 **Final Underwriting.** Quotations issued by stop-loss and reinsurers/insurers are

often "subject to final underwriting" to enable the stop-loss and reinsurer/insurer to obtain individual claim and medical information after coverage is placed. These quotations are subject to the stop loss and reinsurer's/insurer's receipt and verification of final census information, a signed disclosure statement (with accompanying reports) acceptable to the stop-loss reinsurer/insurer, and monthly paid claims and enrollment information for the twenty-four (24) month period prior to the effective date of the stop -loss insurance policy. Quotations that are "subject to final underwriting" may allow the stop-loss and reinsurer/insurer to change the terms of the policy, including but not limited to changing the premiums, specific and aggregate retention levels, and excluding or limiting coverage for certain Covered Persons. Novo Benefits, LLC shall use commercially reasonable efforts to submit adequate information to the stop loss and reinsurer/insurer to limit changes the stop-loss and reinsurer/insurer can make in the final underwriting process, but Novo Benefits, LLC shall not be liable for Client's failure to provide full, complete and timely information to secure stop-loss insurance and reinsurance/insurance coverage, or for changes made by the stop-loss and reinsurer/insurer arising out of final underwriting.

1.3 **Plan Documents.** Novo Benefits, LLC agrees to assist Client in designing the Plan and, based on Client's designs, will work with the Third-Party Administrator ("TPA") to prepare draft Plan Documents for review by Client and its counsel. At Client's request and expense, Novo Benefits, LLC shall arrange for the printing of those Plan Documents through the TPA, once they have been approved by Client and its counsel. Client, as Plan Sponsor and fiduciary, shall be responsible for accuracy and compliance of its Plan and its Plan Documents with all applicable laws and regulations and for the legal review of its Plan Documents.

1.4 **Enrollment and Eligibility.** Novo Benefits, LLC will use commercially reasonable efforts to assist the Client regarding enrollment and eligibility of Covered Persons, including but not limited to: on-site enrollment and educational support, telephonic communication, as well as on-line enrollment facilities either contracted or furnished by the TPA if agreed to by both the Client and Novo Benefits, LLC.

1.4.1 **Original Records.** If Client elects to use an electronic or on-line means to provide enrollment and eligibility information to the TPA, Client agrees to obtain

and maintain all original, signed enrollment and eligibility applications, including applications for individually elected insurance products, from its employees and Covered Persons.

1.4.2 **Initial Enrollment and Eligibility Data from Client.** The Client shall provide Novo Benefits, LLC with a complete list of all Covered Persons and employees who are eligible for benefits under the Plan, as well as all other information requested by Novo Benefits, LLC in order to enable Novo Benefits, LLC to provide services under this Agreement.

1.4.3 **Timely Updates of Enrollment and Eligibility Information.** Client shall provide all Plan participant or other information and assistance which Novo Benefits, LLC may reasonably require to assist the Plan or perform services under this Agreement on a timely basis. Novo Benefits, LLC shall not be responsible for the failure to perform any of its obligations caused by the Client's failure to provide complete, accurate and timely information.

1.4.4 **New Hire Enrollment.** Enrollment of new employees hired by Client after the initial enrollment period will be the responsibility of the Client.

1.5 **Employee Meetings.** At the commencement of the term of the Agreement, Novo Benefits, LLC will assist Client with employee meetings for educating Client's employees concerning the Plan. The number, dates, and format of the meetings shall be as agreed between Client and Novo Benefits, LLC.

1.6 **Plan Communications.** Novo Benefits, LLC agrees to assist in the preparation, for review by Client and its counsel, any mutually agreed upon employee communication materials such as, but not limited to, Enrollment Forms and Summary of Benefits. Client shall bear the cost of printing these materials after they have been approved by Client, unless otherwise indicated in the Third-Party Administrator Agreement. Novo Benefits, LLC will not be responsible for creating the Summary of Benefits and Coverage (SBC), Master Plan Document (MPD) or Summary Plan Description (SPD) documents. Client may engage the Third-Party Administrator to create these documents.

1.7 **Monthly Reports and Data Analysis.** By execution of this agreement the client authorizes the Third-Party Administrator to grant Novo Benefits, LLC complete access to all plan management information such as, but not limited to, access to the employer website, all web

based plan management tools and reports, electronic reporting of eligibility, enrollment and claims detail. Novo Benefits, LLC agrees to manage, interpret and analyze on a periodic basis all Plan Management and Performance Reports provided by the Third-Party Administrator, pharmacy benefit manager (PBM), Utilization Review Vendor and PPOs. Novo Benefits, LLC further agrees to provide to Client executive management reports detailing Plan performance, on a periodic basis.

1.8 **HIPAA Privacy, Security and Electronic Compliance.** Novo Benefits, LLC will use commercially reasonable efforts to ensure that its services comply with the regulations of the U.S. Department of Health and Human Services regarding Privacy, Security and Electronic Transactions as promulgated and amended from time to time. Client will cooperate with Novo Benefits, LLC in ensuring that the services to be provided by Novo Benefits, LLC under this Agreement are HIPAA compliant. Client acknowledges that Novo Benefits, LLC may make available to Client certain reports for Plan management and administration of claims, stop-loss and reinsurance/insurance, and enrollment and eligibility information, and that such information may include Protected Health Information and other information to which Client may only be entitled to review, disclose or use in its role as a plan Sponsor and fiduciary. Client agrees to use or disclose this information to the minimum extent necessary for the exclusive purpose of Plan management and administration. Client agrees that Novo Benefits, LLC shall have no responsibility regarding the Client's review, disclosure or use of such information.

2 **Service Fees.**

2.1 **Agreement to Pay Fees.** Client agrees to pay Novo Benefits, LLC fees as billed by Novo Benefits, LLC directly and or through a Third-Party Administrator for its services as set forth in the Schedule of Services and Fees monthly, and all other fees and costs when due as described in this Agreement. Novo Benefits, LLC's fees and other costs associated with this Agreement may be adjusted annually (or more frequently as provided in this Agreement). Client further agrees that Novo Benefits, LLC shall earn all fees and or commissions to be paid on insurance products, including ancillary lines, procured by Novo Benefits, LLC throughout the term of such policies, and Client hereby directs such insurers to pay fees and or commissions to Novo Benefits, LLC on premiums paid throughout the policy term regardless of any changes in Client's broker of record designation.

2.2 **Other Compensation to Novo Benefits, LLC.** Novo Benefits, LLC does not receive any overrides or contingent commissions on stop loss premiums. Client agrees and directs Novo Benefits, LLC to retain commissions, administrative fees, and other compensation ("Other Compensation") received by Novo Benefits, LLC in connection with services provided or arranged for the Plan. Such Other Compensation may include administrative fees paid to Novo Benefits, LLC by third party service providers for support services performed by Novo Benefits, LLC, 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 the Schedule.

3 **Term of This Agreement.**

3.1 **Term.** The term of this Agreement (the "Term") shall be twelve (12) months following the Effective Date and shall continue for successive twelve-month Terms until either party terminates this Agreement as provided by this Agreement.

3.2 **Commencement of Services.** Novo Benefits, LLC will begin providing the services outlined in the Agreement on the Effective Date.

3.3 **Renewal.** This Agreement shall automatically renew at newly quoted rates for twelve months at each anniversary of the Effective Date unless either Party has provided the other Party with written notice of the intent not to renew (which shall be deemed a Termination) by ninety (90) days before the anniversary of the Effective Date in the case of notice by Novo Benefits, LLC, and ninety (90) days before the anniversary of the Effective Date in the case of notice by the Client.

3.4 **Termination of Services.** Novo Benefits, LLC's services under this Agreement shall stop on the date this Agreement terminates (the "Termination Date").

3.5 **Termination of this Agreement.** This Agreement will terminate when: (a) it is not renewed in accordance with Section 3.3 of this Agreement; (b) both parties to this Agreement mutually agree to terminate this Agreement (c) either party materially breaches this Agreement, other than for the foregoing reasons, and does not correct the breach within thirty (30) days after being notified (from the date the notice is sent) in writing by the other party. At the discretion of Novo Benefits, LLC, (d) upon the Client's failure to pay fees or

amounts owed under this Agreement after being given five (5) business days' notice (from the date on which notice is sent) to pay; (e) the Client's failure to provide funds required for the payment of benefits; (f) the Client's failure to promptly sign and deliver insurance applications and disclosures, or any information or data necessary for Novo Benefits, LLC's performance of services under this Agreement. Notwithstanding the above, Client shall have the right to terminate this Agreement upon providing ninety (90) days advance written notice of termination to Novo Benefits, LLC subject to sections 2.1 and 3.3 of this agreement.

4 **Miscellaneous.**

4.1 **Indemnification/Hold Harmless.** The obligations and rights to be indemnified or held harmless by the parties to this Agreement shall be solely as set forth in this section.

4.1.1 **By Novo Benefits, LLC.** Novo Benefits, LLC agrees to indemnify and hold Client harmless against any and all losses, liabilities, penalties, fines, costs, damages, and expenses (including reasonable attorney's fees) which are caused by Novo Benefits, LLC's gross negligence or willful misconduct in the performance of its obligations under this Agreement as determined by a court or other tribunal of competent jurisdiction.

4.1.2 **By Client.** Client agrees to indemnify and hold Novo Benefits, LLC, and where applicable, its subcontractors, harmless from any and all actual or alleged claims, demands, causes or action, liability, loss, damage and/or injury, whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of any third party service providers, including but not limited to, Third Party Administrators (TPA), Participating Provider Organizations (PPO), and Prescription Drug Benefit Managers (PBM), their personnel, employees, agents, contractors, or volunteers in connection with or arising out of the respective third party service provider's actions. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to Client for all legal expenses and costs incurred by it, except where there has been a

finding of gross negligence or willful misconduct in the performance of any obligations under this Agreement as determined by a court or other tribunal of competent jurisdiction.

4.2 **Compliance with the Law.** Client, as Plan sponsor and fiduciary, is solely responsible for ensuring that the Plan complies with all applicable state and federal laws. Novo Benefits, LLC shall assist Client with compliance but shall have no responsibility for Client's failure to comply. Client agrees to pay directly all governmental claims, charges and assessments in connection with the Plan and shall be responsible for any applicable surcharges, interest, penalties, audit expenses, assessments, and sales tax, use tax and/or value added tax payable in connection with the Plan.

4.3 **Arbitration.** All disputes under this Agreement that are solely between Novo Benefits, LLC and Client (e.g., not including litigation brought by others not a party to this Agreement), and to the extent that such disputes do not involve claims for immediate equitable relief, shall be resolved by binding arbitration before a single arbitrator under the Commercial Rules of the American Arbitration Association. If Novo Benefits, LLC and the Client are unable to agree upon an arbitrator, each shall select an arbitrator and those two arbitrators will select a third arbitrator who will preside over the arbitration. The decision of the arbitrator will be final and binding on all parties and may be entered as a judgment in a court having jurisdiction. The fees of the arbitrator(s) will be shared equally by Novo Benefits, LLC and the Client.

4.4 **Governing Law.** This Agreement shall be governed, if applicable, by the laws of the state of Colorado without reference to conflicts of laws principles.

4.5 **Jurisdiction; Place of Arbitration or Litigation.** This Agreement shall be deemed to have been made and entered into in Denver, Colorado. Any arbitration under the Agreement shall take place in Denver, Colorado. If any matters concerning the Agreement are, for any reason, deemed not to be subject to arbitration, Novo Benefits, LLC and the Client irrevocably submit to the exclusive jurisdiction of the state and federal courts sitting in the state of Colorado and the venue of the Circuit Court for Denver, Colorado, and the United States District Court for the District of Colorado.

4.6 **Assignment.** Except as provided in this paragraph, neither party may assign this Agreement or any rights or obligations under this Agreement without the express written consent of the

other party which consent shall not be unreasonably withheld. Notwithstanding this provision, Novo Benefits, LLC shall be allowed to assign this Agreement, or any rights or obligations under this Agreement, without Client's written consent, to any affiliate of Novo Benefits, LLC; to an entity controlling, controlled by, or under common control with Novo Benefits, LLC; or to a purchaser of all or substantially all of Novo Benefits, LLC's assets. Novo Benefits, LLC shall notify Client of such an assignment.

4.7 **Entire Agreement.** This Agreement, General Provisions and Schedule of Services and Fees shall, along with any addendum to this Agreement and any business associate agreement, constitute the entire agreement between the parties governing the subject matter of this Agreement. This Agreement replaces any prior written or oral communications or agreements between the parties relating to the subject matter of this Agreement. The headings and titles within this Agreement are for convenience only and are not a part of this Agreement.

4.8 **Waiver and Estoppel.** Nothing in this Agreement shall be considered to be waived by any party unless the party claiming the waiver receives the waiver in writing. No breach of the Agreement is considered to be waived unless the non-breaching party waives it in writing. A waiver of one provision does not constitute a waiver of other provisions. A failure of either party to enforce at any time any of the provisions of this Agreement, or to exercise any option which is provided in this Agreement, shall in no way be construed to be a waiver of such provision of this Agreement.

4.9 **Novo Benefits, LLC and Affiliates/Subcontractors.** As used throughout this Agreement, "Novo Benefits, LLC" means Novo Benefits, LLC. Novo Benefits, LLC shall have the right, in its sole discretion, to utilize any of its affiliated companies or independent subcontractors to perform its obligations under this Agreement. Novo Benefits, LLC shall be responsible for those services that are provided by its affiliates or subcontractors to the same extent that it would be responsible if it performed the services. Client agrees that its obligations to indemnify and hold Novo Benefits, LLC harmless under Section 4.1.2 of this Agreement shall also apply to any affiliates of Novo Benefits, LLC and subcontractors retained by Novo Benefits, LLC in the performance of this Agreement.

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 GOVERNMENT	Novo Benefits, LLC
By: _____	By: _____
Title: _____	Title: President
Date: _____	Date: 6/27/18

BUSINESS ASSOCIATE AGREEMENT

WHEREAS, pursuant to the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191, 110 Stat. 2024 (Aug. 21, 1996) ("HIPAA"), and the HITECH Act of American Recovery and Reinvestment Act of 2009, the Office of the Secretary of the Department of Health and Human Services has issued regulations governing the Standards for Privacy, Security and Breach Notification of Individually Identifiable Health Information at 45 CFR Parts 160 and 164 ("Privacy Rule", "Security", "Breach Notification" Rules); and

WHEREAS, the HIPAA Rules provide, among other things, that a Covered Entity is permitted to disclose Protected Health Information to a Business Associate and allow the Business Associate to obtain, receive, and create Protected Health Information on the Covered Entity's behalf, only if the Covered Entity obtains satisfactory assurances in the form of a written contract, that the Business Associate will appropriately safeguard the Protected Health Information; and

WHEREAS, the Office of the Secretary of the Department of Health and Human Services has issued regulations requiring certain transmissions of electronic data be conducted in specified standardized formats at 45 CFR Parts 160 and 162 ("Electronic Transactions Rule"); and

WHEREAS, Laramie County Medical Benefit Plan (the "Plan"), Laramie County ("Plan Sponsor"), and Novo Benefits, LLC and its subsidiaries and affiliate companies ("Business Associate") desire to determine the terms under which they shall comply with the Privacy Rule and Electronic Transactions Rule;

NOW THEREFORE, the Plan, Plan Sponsor, and Novo Benefits, LLC agree as follows:

1. GENERAL HIPAA COMPLIANCE PROVISIONS

HIPAA Definitions. Except as otherwise provided in this Agreement, all capitalized terms contained in this Agreement shall have the meanings set forth in the Privacy Rule.

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, HITECH Act, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Novo Benefits, LLC.

Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Laramie County Medical Benefit Plan.

HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

HIPAA Readiness. Novo Benefits, LLC agrees that it will be fully compliant with the requirements of the HIPAA Rules by the compliance dates established under the HIPAA Rules and Electronic Transactions Rule and will provide the Plan with written certification of such compliance on or before such compliance dates.

Changes in Law. Novo Benefits, LLC agrees that it will comply with any changes in HIPAA and the HIPAA Rules and the Electronic Transactions Rule by the compliance date established for any such changes and will provide the Plan with written certification of such compliance. If, due to such a change, either or both of the parties are no longer required to treat Protected Health Information in the manner provided for in this Agreement, the parties shall renegotiate this Agreement, subject to the requirements of Section 6. Any such renegotiation shall occur as soon as practicable following the occurrence of the change.

Nature of Relationship. The parties acknowledge that:

The Plan is a Covered Entity.

Novo Benefits, LLC is a Business Associate of the Plan; and

Laramie County is the Plan Sponsor (as defined in section 3(16)(b) of Employee Retirement Income Security Act of 1974 29 USC § 1001 *et seq.*, as amended ("ERISA")) of the Plan, is not a Covered Entity, and acts in the capacity of a plan sponsor as defined in the Privacy Rule.

To the extent that the Plan is required to take any action, or that Novo Benefits, LLC is required to communicate with the Plan, such action shall in fact be taken by, and such communication shall be made to, the Plan Sponsor.

2. TREATMENT OF PROTECTED HEALTH INFORMATION

Permitted Uses and Disclosures of Protected Health Information.

Uses and Disclosures on Behalf of the Plan. Business Associate may only use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity if such use or disclosure by Business Associate complies with the Privacy Rule's Minimum Necessary Standards required of Covered Entity, and if such use or disclosure of Protected Health Information would not violate the Privacy Rule or the Security Rule if done by Covered Entity. Business Associate's standard services require use and disclosure of Protected Health Information for payment and health care operations in addition to other services specifically requested by Covered Entity.

Other Permitted Uses and Disclosures. In addition to the uses and disclosures set forth above, Novo Benefits, LLC may use or disclose Protected Health Information under Subpart

E[1] of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of the Agreement obligations received from, or created or received on behalf of, the Plan under the following circumstances:

Use of Protected Health Information for Management, Administration, and Legal Responsibilities. Novo Benefits, LLC is permitted to use Protected Health Information if necessary for the proper management and administration of Novo Benefits, LLC or to carry out legal responsibilities of Novo Benefits, LLC.

Disclosure of Protected Health Information for Management, Administration, and Legal Responsibilities. Novo Benefits, LLC is permitted to disclose Protected Health Information if necessary for the proper management and administration of Novo Benefits, LLC, or to carry out legal responsibilities of Novo Benefits, LLC, provided that the disclosure is required by law, or Novo Benefits, LLC obtains reasonable assurances from the person to whom the Protected Health Information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, the person will use appropriate safeguards to prevent use or disclosure of the information, and the person will notify Novo Benefits, LLC immediately of any instance of which it is aware in which the confidentiality of the Protected Health Information has been breached.

Data Aggregation Services. Novo Benefits, LLC is also permitted to use or disclose Protected Health Information to provide data aggregation services, as that term is defined by 45 CFR 164.501, relating to the health care operations of the Plan.

Further Uses Prohibited. Except as provided above, Novo Benefits, LLC is prohibited from further using or disclosing any information received from the Plan, or from any other Business Associate of the Plan, for any commercial purposes of Novo Benefits, LLC, including, for example, "data mining."

Minimum Necessary. Novo Benefits, LLC agrees to make uses and disclosures and requests for Protected Health Information consistent with the Covered Entity's minimum necessary policies and procedures.

Prohibited, Unlawful, or Unauthorized Use and Disclosure of Protected Health Information. Novo Benefits, LLC shall not use or further disclose any Protected Health Information received from, or created or received on behalf of, the Plan, in a manner that would violate the requirements of the Privacy Rule, if done by the Plan.

Required Safeguards. Novo Benefits, LLC shall use all appropriate safeguards, and comply with Subpart C[2] of 45 CFR Part 164 with respect to Electronic Protected Health Information to prevent use or disclosure of Protected Health Information received from, or created or received on behalf of, the Laramie County Medical Benefit Plan other than as provided for in this Agreement or as required by law. These safeguards will include, but not be limited to:

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[1] Subpart E = HIPAA Privacy Rule

[2] Subpart C = HIPAA Security Rule

Employee / Contractor Education on HIPAA

Create a training plan that includes HIPAA and internal policies and procedures pertaining to HIPAA.

Provide training to all employees, contractors and subcontractors on HIPAA and how the regulations helps to prevent the improper use or disclosure of Protected Health Information;

Document training completion and testing outcomes. Retain training records.

Update and repeat training on a regular (annual) basis

Administrative Safeguards

Adopting policies and procedures regarding the safeguarding of Protected Health Information, including a Risk Analysis;

Enforcing those policies and procedures, including sanctions for anyone found not in compliance

Technical and Physical Safeguards

Implementing appropriate technical safeguards to protect Protected Health Information, including access controls, authentication and transmission security; and

Implementing appropriate physical safeguards to protect Protected Health Information, including workstation security and device and media controls.

Mitigation of Improper Uses or Disclosures. Novo Benefits, LLC shall mitigate, to the extent practicable, any harmful effect that is known to Novo Benefits, LLC of a use or disclosure of Protected Health Information by Novo Benefits, LLC in violation of the requirements of this Agreement.

Reporting of Unauthorized Uses and Disclosures. Novo Benefits, LLC shall promptly report in writing to the Plan any use or disclosure of Protected Health Information or a security incident not provided for under this Agreement as required at 45 CFR 164.410, of which Novo Benefits, LLC becomes aware, but in no event later than 20 business days of first learning of any such use of disclosure. Novo Benefits, LLC agrees that if any of its employees, agents, subcontractors, and representatives use or disclose Protected Health Information received from, or created or received on behalf of, the Plan, or any derivative De-identified Information in a manner not provided for in this Agreement, Novo Benefits, LLC shall ensure that such employees, agents, subcontractors, and representatives shall receive training on Novo Benefits, LLC's procedures for compliance with the HIPAA Rules, or shall be sanctioned or prevented from accessing any Protected Health Information Novo Benefits, LLC receives from, or creates or receives on behalf of, the Plan. Continued use of Protected Health Information in a manner contrary to the terms of this agreement shall constitute a material breach of this Agreement.

Access to Protected Health Information. Within 10 days of a request by the Plan on behalf of an individual, Novo Benefits, LLC agrees to make available to the Plan per 45 CFR

164.524 (or, at the direction of the Plan, the Plan participant) any relevant Protected Health Information in either paper or electronic format received from, or created or received on behalf of, the Plan in accordance with the Privacy Rule. If Novo Benefits, LLC receives, directly or indirectly, a request from an individual requesting Protected Health Information, Novo Benefits, LLC shall notify the Plan in writing promptly of such individual's request no later than 5 business days of receiving such a request. Novo Benefits, LLC shall not give any individual access to Protected Health Information unless such access is approved by the Plan.

Amendment of Protected Health Information. Within 10 days of a request by the Plan, Novo Benefits, LLC agrees to make available to the Plan any relevant Protected Health Information per 45 CFR 164.526 received from, or created or received on behalf of, the Plan so the Plan may fulfill its obligations to amend such Protected Health Information pursuant to the Privacy Rule. At the direction of the Plan, Novo Benefits, LLC shall incorporate any amendments to Protected Health Information into any and all Protected Health Information Novo Benefits, LLC maintains. If Novo Benefits, LLC receives, directly or indirectly, a request from an individual requesting an amendment of Protected Health Information, Novo Benefits, LLC shall notify the Plan in writing promptly of such individual's request no later than 5 business days of receiving such a request. Novo Benefits, LLC shall not amend any Protected Health Information at the request of an individual unless directed by the Plan. The Plan shall have full discretion to determine whether the requested amendment shall occur.

Accounting of Disclosures. Novo Benefits, LLC shall maintain an accounting of disclosures of Protected Health Information it receives from, or creates or receives on behalf of, the Plan in accordance with the Privacy Rule. Within 10 days of a request by the Plan, Novo Benefits, LLC shall make available to the Plan, or, at the direction of the Plan, the Plan participant, the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528. If Novo Benefits, LLC receives, directly or indirectly, a request from an individual requesting an accounting of disclosures of Protected Health Information, Novo Benefits, LLC shall notify the Plan in writing promptly of such individual's request no later than 5 business days of receiving such a request. Novo Benefits, LLC shall not provide such an accounting at the request of an individual unless directed by the Plan. The Plan shall have full discretion to determine whether the requested accounting shall occur.

Restrictions and Confidential Communications. Novo Benefits, LLC shall, upon notice from the Plan in accordance with Section 4.4, accommodate any restriction per 45 CFR 164.522 to the use or disclosure of Protected Health Information and any request for confidential communications to which the Plan has agreed in accordance with the Privacy Rule.

Subcontractors. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Novo Benefits, LLC shall ensure that any of its agents, including any subcontractor, to whom it provides Protected Health Information received from, or created, received, maintained or transmitted on behalf of, the Plan agree to all of the same restrictions, conditions and requirements contained in this Agreement or the HIPAA Rules that apply to Novo Benefits, LLC with respect to such information. Novo Benefits, LLC shall not assign any of its rights or obligations under this Agreement without the prior written consent of the Plan. Novo Benefits, LLC shall provide the Plan for its approval a copy of any agreement with any agent or subcontractor to whom Novo Benefits, LLC provides Protected

Health Information received from, or created or received on behalf of, the Plan prior to its execution.

Audit by Secretary of Health and Human Services. Novo Benefits, LLC shall make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received on behalf of, the Plan available to the Secretary of Health and Human Services upon request for purposes of determining the Plan's compliance with the HIPAA Rules.

Audit by the Plan. Novo Benefits, LLC shall make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received on behalf of, the Plan available to the Plan within 14 business days of the Plan's request for the purposes of monitoring Novo Benefits, LLC's compliance with this Agreement, the HIPAA Rules, and other applicable law.

3. OBLIGATIONS OF COVERED ENTITY

Notice of Privacy Practices. The Plan shall provide Novo Benefits, LLC with the notice of privacy practices that the plan produces in accordance with 45 CFR 164.520, as well as any changes to such notice.

Revocation of Permission. The Plan shall provide Novo Benefits, LLC with any changes in, or revocation of, permission by any individual to use or disclose Protected Health Information, if such changes affect Novo Benefits, LLC's permitted or required uses and disclosures.

Notice of Restrictions. The Plan shall notify Novo Benefits, LLC of any restriction to the use or disclosure of Protected Health Information that the Plan has agreed to in accordance with 45 CFR § 164.522.

Notice of Restrictions and Confidential Communications. The Plan shall notify Novo Benefits, LLC of any restriction on the use or disclosure of Protected Health Information and any request for confidential communications to which, in accordance with the HIPAA Rules, the Plan has agreed.

Permissible Requests by the Plan. Except as provided in Section 2, the Plan shall not request that Novo Benefits, LLC use or disclose Protected Health Information in any manner that would not be permissible under the HIPAA Rules if done by the Covered Entity.

4. LIABILITY

Indemnification by Business Associate. Except as otherwise limited in this Agreement, Business Associate shall indemnify and hold harmless Covered Entity against any claims, liabilities, damages, and expenses, including reasonable attorneys' fees, incurred by Covered Entity in defending or compromising actions brought against Covered Entity arising out of or related to the acts or omissions of Business Associate or its employees in connection with Business Associate's negligent or fraudulent performance of Business Associate's applicable duties under this Agreement. This indemnity shall be in proportion to the amount of responsibility found attributable to Business Associate.

Indemnification by Covered Entity. Except as otherwise limited in this Agreement, Covered Entity shall indemnify and hold harmless Business Associate against any claims, liabilities, damages, and expenses, including reasonable attorneys' fees, incurred by Business Associate in defending or compromising actions brought against Business Associate arising out of or related to the acts or omissions of Covered Entity or its employees in connection with Covered Entity's negligent or fraudulent performance of Covered Entity's applicable duties under this Agreement. This indemnity shall be in proportion to the amount of responsibility found attributable to Covered Entity.

Insurance Coverage. Novo Benefits, LLC agrees that it will purchase, if available and at its own expense, an insurance policy that will insure against any violations of the Privacy Rule by Novo Benefits, LLC or its employees, agents, subcontractors, and representatives with respect to Protected Health Information it receives from, or creates or receives on behalf of, the Plan.

5. AMENDMENT AND TERMINATION

Term. The term of this Agreement shall be effective as the date of the final signature necessary to the Agreement and shall terminate at the termination of the Service Agreement or on the date the Covered Entity terminates for cause as authorized below.

Termination for Violation of Agreement. If the Plan, in its sole discretion, determines that Novo Benefits, LLC has violated a material term of this Agreement with respect to Protected Health Information it receives from, or creates or receives on behalf of, the Plan, this Agreement may be terminated by the Plan effective upon Novo Benefits, LLC's receipt of written notice from the Plan, provided that Novo Benefits, LLC shall continue to comply with the 'Obligations upon Termination' provision under this Agreement.

Return of Protected Health Information. At termination of this Agreement, Novo Benefits, LLC shall return to the Plan all Protected Health Information received from, or created or received on behalf of, the Plan that Novo Benefits, LLC maintains in any form and shall retain no copies of such information. If such return is not feasible, Novo Benefits, LLC shall destroy such Protected Health Information and/or extend the protections of this Agreement to such Protected Health Information retained by Novo Benefits, LLC and limit further uses and disclosures and apply appropriate safeguards to those purposes that make the return or destruction of the information infeasible. Notwithstanding the foregoing, Novo Benefits, LLC shall not destroy any Protected Health Information in less than six (6) years from the date it is received by Novo Benefits, LLC.

Special Termination. In the event that any federal, state, or local law or regulation currently existing or hereinafter enacted, or any final or non-appealable construction or interpretation of such law or regulation (whether federal, state, or local) or enforcement of such laws or regulations hereinafter occurs that makes performance of this Agreement impossible or illegal, the Parties mutually agree to enter into a modification of this Agreement to make substantial performance of this Agreement possible. However, should the Parties be unable to agree upon an appropriate modification to comply with such requirements following thirty (30) days of good faith negotiations, either Party may give written notice to immediately terminate this Agreement.

Obligations of Business Associate upon Termination. Upon termination of this Agreement for any reason, Business Associate, with respect to protected health information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of covered entity, shall:

a. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
b. Return to Covered Entity, or destroy the remaining protected health information that the Business Associate still maintains in any form;
c. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
d. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
e. Return to Covered Entity or, destroy the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

6. MISCELLANEOUS PROVISIONS

Third-Party Beneficiary. No individual or entity is intended to be a third-party beneficiary to this Agreement.

Severability. If any provisions of this Agreement shall be held by a court of competent jurisdiction to be no longer required by the Privacy Rule, the parties shall exercise their best efforts to determine whether such provision shall be retained, replaced, or modified.

Procedures. The parties shall comply with procedures mutually agreed upon by the parties to facilitate compliance with HIPAA Rules, including procedures for employee sanctions and procedures designed to mitigate the harmful effects of any improper use or disclosure of the Plan's Protected Health Information.

Regulatory Reference. A reference in this Agreement to a section of the HIPAA Rules meant the section as in affect, or as amended.

Governing Law. This Agreement, and the rights, remedies, obligations, and duties of the parties under this Agreement, shall be governed by, construed in accordance with and enforced under the laws of the State of Colorado, without giving effect to the principles of conflict of laws of such state. If any action is brought to enforce or interpret this Agreement, venue for such action shall be proper in Arapahoe County, Colorado. The parties irrevocably (i) submit to the exclusive jurisdiction of the state courts of the State of Colorado over any action or proceeding arising out of a breach of this Agreement, (ii) agree that all claims in respect of such action or proceeding may be heard and determined in such courts, (iii) waive,

to the fullest extent they may effectively do so, the defense of an inconvenient or inappropriate forum to the maintenance of such action or proceeding, and (iv) waive any defense based on lack of personal jurisdiction of any such purpose.

Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

Construction and Interpretation. The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. This Agreement has been negotiated by the parties at arm's-length and each of them has had an opportunity to modify the language of the Agreement. Accordingly, the Agreement shall be treated as having been drafted equally by the parties and the language shall be construed as a whole and according to its fair meaning. Any presumption or principle that the language is to be construed against any party shall not apply.

Definitions. All terms that are used but not otherwise defined in this Agreement shall have the meaning specified under HIPAA, including its statute, regulations, and other official government guidance.

Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity and Business Associate to comply with the applicable requirements under HIPAA Rules.

Headings. The headings and subheadings of the Agreement have been inserted for convenience of reference only and shall not affect the construction of the provisions of the Agreement.

Cooperation. The parties shall agree to cooperate and to comply with procedures mutually agreed upon to facilitate compliance with the Privacy Rule, including procedures designed to mitigate the harmful effects of any improper use or disclosure of the Plan's Protected Health Information.

Survival. The obligations of Novo Benefits, LLC under this Section shall survive the termination of this Agreement.

Wyoming Sovereign Immunity. The Covered Entity is a governmental entity subject to the Wyoming Governmental Claims Act and does not waive sovereign immunity by entering into this Agreement and specifically retains immunity and all defenses available to it.

IN WITNESS WHEREOF, the undersigned, having full authority to bind their respective principals, have executed this Agreement as of _____.

Laramie County, as Plan Sponsor, on behalf of the Laramie County Medical Benefit Plan

By: _____

Title: _____

Print Name: _____

Laramie County

310 W 19th St, #320

Cheyenne, WY 82001

Novo Benefits, LLC

By: Brian L. Cox

Title: Managing Partner

Print Name: Brian Cox

Novo Benefits, LLC

11755 E. Peakview Avenue, Suite 250

Englewood, CO 80111

250805-15

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

Signed by:
By: Gunnar Malm
6F5ECDB0F5F74DE...

Name: Gunnar Malm

Title: Chairman

Date: Aug 5, 2025

Legacy Partners Holdings, LLC

By:

Name: Michael E. Poelman

Title: President

Date: 06/18/2026

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, 2026

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
Program Fee is based upon (but is not limited to) the following services provided by Legacy: Consultative Plan Review, Strategic Cost Management, Periodic Reporting Reviews, Strategic Plan Analysis, Component Integration and Account Management, Stop Loss Coordination and Placement, Plan Document Review and Compliance Assistance	$4,436.50

	Per Month
Consultant Service Fee Payable to: **Agile Benefits**	$2,957.65

Printing 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.

medEcash Program Fees

- Expanded Cash Payment Program for other low-cost services – 5% of service fee ($500 cap per transaction)

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

Line of Service	Carrier	Novo Commission	Agile Commission
Dental Insurance	Delta Dental	1.28%	0.72%
Vision Insurance	VSP	7.2% Graded	2.8% Graded
Life/AD&D	The Hartford	7.2% Graded	2.8% Graded
Short-term Disability	The Hartford	7.2% Graded	2.8% Graded
Dependent Life	The Hartford	7.2% Graded	2.8% Graded
Accident Insurance	The Hartford	14.40%	5.60%
Critical Illness	The Hartford	14.40%	5.60%

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 or pharmacy benefit manager (PBM) fees. 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

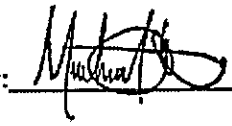
By:_____

Name:_____

Title: _____

Date: _____

Legacy Partners Holdings, LLC

By: 

Name: Michael E. Poelman

Title: President

Date: 07/02/2026