

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 Novo Benefits, LLC, 11755 E. Peakview Avenue, Suite 250, Englewood CO 80111, hereinafter referred to as "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 shall not exceed a monthly fee of five thousand, seven hundred eighty one dollars and twenty-five cents (\$5, 781.25). NOVO shall bill COUNTY by detailed invoice submitted to the Laramie County Clerk, Finance Office. 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.

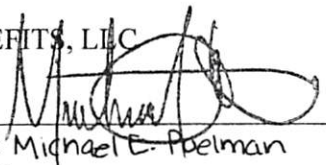
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LARAMIE COUNTY, WYOMING

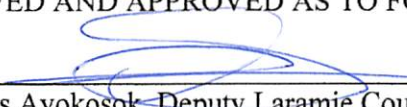
By: _____ Date _____
Gunnar Malm, Chairman, Laramie County Commissioners

ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

NOVO BENEFITS, LLC
By:  _____ Date 5/26/2021
Name: Michael E. Paelman
Title: President

REVIEWED AND APPROVED AS TO FORM ONLY

By:  _____ Date 5/27/21
Gladys Ayokosok, Deputy Laramie County Attorney



NOVO BENEFITS, LLC

RENEWAL SCHEDULE OF SERVICES AND FEES

Client Name: Laramie County

Effective Date of Revised Schedule of Services and Fees: July 1, 2021

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 Novo Benefits, LLC by the Client, including without limitation information regarding the average number of employees enrolled in the Plan. Novo Benefits, LLC has relied on that information in developing these rates. Should there be a material change in this information; Novo Benefits, LLC 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 fees and/or commissions to be paid by the Client are subject to the terms of the General Provisions Agreement ("Agreement") dated **February 15, 2018**, 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

Novo Benefits, LLC Service Fee is based upon (but is not limited to) the following services provided by Novo Benefits, LLC:

\$5,954.68

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

One-Time Fees

Novo Benefits Set-Up Fee
Data Mining Fee
Printing Fees

N/A
N/A
To be billed at cost

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(s).

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>Commission</u>
Organ Transplant Carve-Out	United Healthcare Insurance Co.	10%
Dental Insurance	Delta Dental	0%
Vision Insurance	VSP	10% graded
Life Insurance	Lincoln National Life	15% graded

STATEMENT OF AFFILIATION

Novo Benefits, LLC 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 Novo Benefits, LLC 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 Novo Benefits, LLC are set forth in this Schedule as well as in the General Provisions of this Agreement. By signing this Agreement and any Renewal Schedules 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.

Overall Statement

Transparency and independence are of paramount importance to Novo Benefits, LLC and our clients. Novo Benefits, LLC does not receive any overrides or contingent commissions on stop loss premiums and/or pharmacy benefit manager (PBM) fees. Part of Novo Benefits, LLC'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. Novo Benefits, LLC's compensation for providing this service is usually paid to Novo Benefits, LLC in the form of fees paid by the Client. In certain circumstances Novo Benefits,

LLC may also receive compensation which 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 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

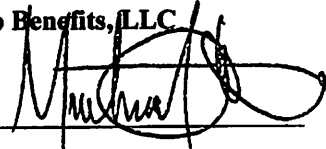
By: _____

Name: _____

Title: _____

Date: _____

Novo Benefits, LLC

By:  _____

Name: Michael E. Poelman

Title: President

Date: 5/26/2021