

BENEFIT CONSULTING AGREEMENT

1. CONSULTANT INFORMATION

Consultant: Marshall & Sterling Employee Benefits, Inc.

Address: 110 Main St. Poughkeepsie, NY 12601

2. CLIENT INFORMATION

Client: Ogdensburg City School District

Address: 1100 State Street, Ogdensburg, NY 13669

3. SCOPE OF SERVICES

Ogdensburg City School District (“Client”) has contracted with Marshall & Sterling Employee Benefits (“Consultant”) as of the 1st day of August 2024 (the “Effective Date”), to provide benefit consulting and advisory services. Consultant agrees that its services to Client are as follows:

- Provide complete evaluation of current claims and partners to identify savings within the current program
 - Specific to Stop Loss Insurance and Pharmacy Benefit Management Services
- Model claims into Tactical Health Program to identify savings opportunities
- Develop three-year strategic employee benefits plan
- Present findings and work with the Client to determine feasibility of cost savings opportunities
- Participate in union negotiation pertaining to Employee Benefits
- Work with the Client to determine potential programs or services that the Client would like to implement (Example – iNavigator)

4. PAYMENT

The Client shall pay to Consultant **\$2,500 per month** to perform all services under this Agreement, regardless of the number of hours or length of time necessary for Consultant to complete such services. The Consultant shall also retain 15% of any pharmacy claims costs and rebate savings that is obtained as per the work of the Consultant. Claim costs and rebates will be measured from the prior twelve months and comparing to the next twelve months from the onset of any new pharmacy contract. In connection with retention of 15% of claims costs and rebate savings, Consultant agrees to provide Client with an annual report indicating retention amount measured against costs and rebate savings.

If Client contracts with Consultant as the Broker of Record (BOR) on their group health plans on or by January 1st, 2025, Consultant will apply up to 3 months of collected consulting payments (up to \$7,500) as a credit against future commissions or fees.

The Client agrees to remit to Consultant the monthly fees covered under this Agreement within thirty (30) days of the invoice date for any covered recurring service described herein.

5. TERM & TERMINATION

- A. The term of this Agreement will begin on the Effective Date and will end on July 1, 2025 (“Initial Term”). Thereafter, this Agreement shall automatically renew with the same terms and conditions set forth herein for successive one (1) year renewal terms (“Renewal Term”), unless terminated in accordance with section B.
- B. The Agreement will terminate upon the earliest to occur of the following: (i) mutual written agreement of the parties; (ii) written termination notice provided not less than one hundred and eighty (180) days prior to the end of the Initial Term or thirty (30) days’ notice prior to or any time after the Renewal Term of this Agreement; (iii) material breach of the Agreement by either party, if such breach is not substantially cured within 15 days after the non-breaching party gives written notice of the breach to the breaching party; or (iv) upon Client appointing Consultant as the Broker of Record for their group health plans.
- C. If this Agreement is terminated prior to the end of the Initial Term, Client must pay Consultant the full-term amount as outlined in this agreement immediately upon termination of this agreement. After the Initial Term, Consultant will be paid through the thirty (30) day notification date.

6. INSURANCE & LICENSING

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, all required insurance and licensing.

7. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, working under their own supervision and direction and is not a representative of Client.

8. CONFIDENTIALITY

All Client and Consultant information to which the parties have access to in connection with performance of this Agreement, are confidential between the parties and shall not be disclosed to anyone else, except as shall be necessary to effectuate its terms.

Consultant and the Client will each comply with any prohibitions, restrictions, limitations, conditions, or other requirements to the extent they apply to them directly or indirectly pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulation concerning privacy of individually identifiable health information as set forth in 45 CFR Parts 160-164, as amended from time to time. Where required, the Client, as a representative of the health plans and Consultant will enter into a separate Business Associate Agreement.

In addition to the foregoing, Consultant further represents that it maintains a formal, documented cybersecurity program that is consistent with industry standards including the performance of annual risk assessments and third-party audits. Upon request, Consultant agrees to provide Client with a copy of its cybersecurity policy and, upon request and subject to the confidentiality provisions of this Agreement, agrees to allow Client to review the results of the most recent third-party audits of its cybersecurity program. Consultant agrees further that it will promptly, within seventy-two (72) hours, notify Client of any successful data breach with the potential of affecting Client or plan participant data or information and cooperate with Client to remedy the consequences of any cybersecurity breach affecting Client or plan participant data or information at Consultant's expense.

9. CONSULTANT'S STANDARD OF CARE

Client has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby warrants that all of Consultant's work will be performed in accordance with all generally accepted and

applicable professional practices and standards as well as the requirements of all applicable federal, state, and local laws.

10. REPRESENTATIONS AND WARRANTIES

Representations and Warranties. Each party represents, warrants, and covenants to the other that: (i) it has full power and authority to make, execute, deliver and perform its obligations under this Agreement; (ii) this Agreement has been duly executed and delivered by an authorized representative of such party and constitutes the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms; and (iii) there are no other agreements presently in force which would encumber or prevent either party's compliance with any terms of this Agreement.

Consultant represents and warrants that it has furnished Client with a separate fee disclosure statement consistent with and in a manner that would allow Client, to the extent subject to ERISA, to comply and act in accordance with the disclosure, acknowledgment and approval requirement of Prohibited Transaction Class Exemption No. 84-24, and the disclosure requirements under ERISA §408(b)(2), as amended by Div. BB, Title II, §202 of the Consolidated Appropriations Act, 2021. Such fee disclosures must be made to the responsible plan fiduciary for Client' ERISA Plan(s), if applicable and Client acknowledges and confirms that this is a reasonable transaction which may be entered into after due consideration in the best interest of participants in its ERISA Plan(s).

11. SUBCONTRACTORS

Consultant may cause another person or entity, as a subcontractor to Consultant, to provide some of the services required to be performed by Consultant hereunder; provided that Consultant shall remain responsible for all acts and omissions of any such subcontractors (each of which shall be bound by Consultant's obligations and standards of care under this Agreement) including but not limited to acts or omissions relating to the confidentiality of information relating to this Agreement. Consultant shall, upon request from Client, identify each of its subcontractors (including relevant contact information) and seek prior written approval from Client for any subcontractors providing any direct services provided to Client under this Agreement, including but not limited to consulting, professional or managerial services.

12. NOTICES

Any notices, requests or other communications pursuant to this Agreement will be addressed to the party at its address listed below. Such notices will be deemed to have been duly given, (i) if delivered in person or by courier, upon delivery; (ii) if sent by an overnight service with tracking capabilities, upon receipt; (iii) if sent by registered or certified mail, postage prepaid, within five (5) days of deposit in the mail; or (iv) if sent

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EMPLOYEE BENEFITS

by fax or electronic mail, at such time as the party which sent the notice receives confirmation of receipt by the applicable method of transmittal.

If to Client: Superintendent of Schools
Ogdensburg City School District
110 State Street, Ogdensburg, NY 13669
Phone: 315-393-0900
Fax: 315-393-2767

If to Consultant: Matthew Tedeschi
Marshall & Sterling Employee Benefits, Inc.
30 Corporate Drive, Clifton Park, NY 12065
Phone: 518-373-0069, Ext. 147
Fax: 518-373-0121

Either party may, by written notice to the other, change the name and address to which notices to such party are to be delivered or mailed.

13. ENTIRE AGREEMENT

This Agreement, including all exhibits hereto, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether oral or written, between the parties regarding the subject matter hereof. The various provisions and subprovisions of this Agreement are severable and if any provision or subprovision or part thereof is held to be unenforceable by any court of competent jurisdiction, then such enforceability will not affect the validity or enforceability of the remaining provisions or subprovisions or parts thereof in this Agreement. This Agreement may be modified or amended only by a written instrument executed by both parties.

11. APPLICABLE LAW AND FORUM

This Agreement and all matters concerning its interpretation, performance or enforcement hereof, shall be governed in accordance with the laws of the State of New York.

CONSULTANT: Marshall & Sterling Employee Benefits Inc.

By: Kathy Haase

Name: _____

***Marshall
& Sterling***

EMPLOYEE BENEFITS

Title: President

Date: _____

OGDENSBURG CITY SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____