Enrollment Management Services LLC
Service Agreement

This Consulting Agreement ("Agreement") is made this __*20th*__ day of __*August*_____, 2025 ("Effective Date") by and between Enrollment Management Services LLC ("EMS"), an Ohio limited liability company whose principal place of business is 6934 Miami Avenue, Suite #10, Cincinnati, Ohio 45243 and *Delhi Township* ("Client") whose principal place of business is *5031 Delhi Rd., Cincinnati, OH 45238*. The parties hereto are individually referred to as a "Party" and collectively referred to as the "Parties".

WHEREAS, EMS has developed programs and methods to help to reduce overall costs of employer sponsored group health plans;

WHEREAS, Client is an employer which sponsors one or more health plans, either insured or self-funded, for its employees and their eligible dependents (collectively "Covered Individuals"):

WHEREAS, Client is desirous to engage EMS, in accordance with the terms of this Agreement, to help reduce Client's overall costs for its sponsored group health plan(s);

WHEREAS, EMS is willing to work with Client and Client's Covered Individuals to determine the potential for cost savings for Client's group health plan(s). If cost savings are determined to exist, and Client desires EMS to implement cost savings program(s), EMS will implement the cost savings program elected by the Client; and,

WHEREAS, EMS agrees to perform its duties, responsibilities and obligations ("Services") as set forth in this Agreement with the care, skill, prudence and diligence that a prudent consultant acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims under the circumstances then prevailing.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein set forth, and for other good and valuable consideration, the Parties agree as follows:

1. PROFESSIONAL SERVICES

1.1 **Professional Services.** EMS agrees to develop and service an Education and Support Program ("Program"), and, together with Client and Client's insurer/third-party administrator, assist in the administration of any financial resource tools offered to Covered Individuals under the Program. Based upon the Program(s) elected by Client, EMS will be responsible for: (i) determining which Covered Individuals are eligible for any financial resource tools offered under the Program; (ii) assisting Client's Covered Individuals in completing enrollment form(s) for Program offerings; (iii) reporting to Client and the insurer/third-party administrator enrollments and changes to enrollment (including termination) in the Program; (iv) reporting to Client the funding amounts due to each enrolled Covered Individual participating in the Program.

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1.2 **Administration.** EMS agrees to assist Client with the development of written and verbal education for Covered Individuals and assist the Covered Individuals with a comparison and enrollment alternatives for alternative health care coverage options, including the integrated HRA option.

1.3 **Communication.** EMS agrees to assist Client with the drafting of written communications concerning the integrated HRA option and other health care coverage options. EMS agrees to attend Client management meetings as may be reasonably requested by the Client. EMS agrees to travel to Client's offices and/or facilities for such meetings, as reasonably requested by the Client. Travel expense incurred by EMS are generally included in the fees paid by Client, unless the travel is considered by EMS to be non-standard (see paragraph 2.3 for additional information).

1.4 **Work Service Plan**. EMS shall coordinate with Client to develop a work service plan ("Plan") which shall be used to document work to be performed by EMS and milestones for the completion of such work. EMS and Client shall review the Plan not less than quarterly to determine if adjustments to the Plan are required.

1.5 **Training and Follow-Up.** EMS agrees to work with Client to promote EMS's Services to new-hire employees, when Covered Individuals have qualifying events, and during Client's open enrollment period.

1.6 **Timelines.** In addition to the Plan set forth in paragraph 1.4, the Parties shall agree to other timelines to ensure timeliness of reporting integrated HRA option enrollments, integrated HRA option reimbursement payments, and employee enrollment changes.

2. FEES AND REIMBURSEMENT

2.1 **Fees.** The fees due and owing to EMS by Client are set forth in Addendum A attached hereto and incorporated by reference. Additional Addenda may be attached to this Agreement for renewal terms of Article 7 or Change in Fees in paragraph 2.2.

2.2 **Change in Fees.** Each quarter during the term of the Agreement the parties shall assess whether there has been an increase or decrease of Eligible Employees (as defined in Addendum A) greater than ten percent (10%) compared to the Effective Date (for the first quarter) or the prior quarter for all other quarters. Adjustments shall be made to the compensation paid to EMS only if such increase or decrease exceeds 10 percent (10%) for the applicable quarter. If the Agreement renews according to the terms of Article 7, the terms of this Change in Fees shall also apply. It is possible that there could be one or more adjustments during a term of this Agreement.

2.3 **Additional Fees and Expenses**. EMS shall invoice Client for other costs and expenses not contemplated by this Agreement, including such things as added

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printing costs, non-standard reports and reporting, participation in meetings not set forth in the Plan, excessive travel or travel of long distances away from EMS's offices (e.g. more than 500 miles), and any other non-standard costs. Prior to EMS incurring any such additional fees or expenses, EMS shall discuss such fees/expenses with Client and shall seek Client's approval to incur the fees/expenses. If the Client agrees to such additional fees/expenses, the Parties shall document them in writing, signed by each Party.

3. RESPONSIBILITIES OF CLIENT

3.1 Reporting.

3.1.1 Client agrees to provide and/or authorize EMS to receive necessary plan and Covered Individual data required by EMS to provide services under the Program. This includes the provision of updated census files, new Qualified Life Event (QLE) changes (new hires, terminations, marriage, FMLA, etc.), and updated Covered Individual plan utilization data.

3.1.2 Client agrees to support EMS' efforts to connect with members that have been identified for additional outreach or support. This support by Client may entail such things as: (i) including information about EMS and its services in new hire packets, open enrollment material, and other Covered Individual communications.; (ii) assisting EMS with scheduling appointments with Covered Individuals during on-site visits; and, (iii) directly contacting Covered Individuals by phone or email) to verify EMS' role in the Program.

4 CONFIDENTIALITY AND SECURITY

4.1 Confidential Information

4.1.1 As used in this Agreement, "Confidential Information" means: (i) any nonpublic, proprietary or personal data and information furnished by either Party or its agents or representatives to the other Party or its agents and representatives, whenever furnished and regardless of the manner or media in which such information is furnished, which the receiving Party knows or reasonably should know to be confidential. Each Party shall treat Confidential Information as confidential and only use or disclose it as required for the performance of its obligations under this Agreement or as required by law, and (ii) as to Client's Confidential Information, any Personal Information, as defined below, provided by Client, Client's employees, or current or former participants in the group health plan to facilitate the performance of Services.

4.1.2 For purposes of this Agreement, "Personal Information" means any information that, alone or in combination with other information, does or can identify, or that is capable of being associated with, a specific individual or household, or by or from which a specific individual may be identified, contacted or located, such as the individual's name, address, social security number, and any other information

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relating to an identified or identifiable individual. Without limitation, Personal Information includes such information of or pertaining to Client's personnel, directors, officers, agents, employees, or current or former participants in the group health plan and all “nonpublic personal information,” as defined under the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et seq.), “protected health information” as defined under the Health and Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d), and “Personal Data” as that term is defined in EU General Data Protection Regulation, the California Privacy Rights Act and similar or analogous state data privacy and data protection laws now in effect or later enacted, and all rules and regulations issued under any of the foregoing.

4.2 Permitted Use and Disclosure

4.2.1 Client agrees that EMS is permitted to disclose and transfer Client’s Confidential Information to EMS’s affiliates, agents or vendors that have a need to know the Confidential Information in connection with the Services provided under this Agreement, provided that all such persons are subject to a confidentiality obligation which shall be no less restrictive than the provisions of this Agreement or as required by law.

4.2.2 Without limiting any other representation, warranty or obligation of EMS under this Agreement, EMS represents that:

(A) during the term of the Agreement and thereafter in perpetuity, EMS will not Process Personal Information, cause or permit any Personal Information to be Processed, or otherwise undertake or refrain from any act with respect to any Personal Information in any manner, including any actual or attempted Processing thereof, except for the sole purpose of performing the Services and in compliance with: (i) the express terms and conditions of this Agreement or as Client may hereafter expressly direct in advance in writing; (ii) Client’s then current privacy and security policies; and (iii) all applicable laws (including all then current and applicable laws relating to privacy and consumer and data protection);

(B) except to the extent necessary to perform the Services, or as Client may hereafter expressly direct in advance in writing, EMS will not under or in connection with this Agreement or any transaction or arrangement hereunder collect any Personal Information from or in connection with Client’s, any Client employee’s, or any current or former plan participant’s access to or use of the Services, or through any access EMS may have to the information technology infrastructure, including the computers, software, databases, electronic systems (including database management systems) and networks, of Client or any of its designees (collectively, “Client Systems”), including through any cookies, applets, beacons or other data mining methods or technologies;

(C) EMS shall promptly notify Client in writing when EMS becomes aware of any unauthorized access, use or other act respecting Personal Information or if

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EMS becomes the subject of any government, regulatory or other investigation or proceeding relating to its data privacy, security or handling practices.

For purposes of this paragraph 4.2, "Process" means to perform any operation or set of operations on any data, information, material, work, expression or other content, including to (i) collect, receive, input, upload, download, record, reproduce, store, organize, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate or make other improvements or derivative works, (ii) process, retrieve, output, consult, use, disseminate, transmit, submit, post, transfer, disclose or otherwise provide or make available, or (c) block, erase or destroy. "Processing" and "Processed" have correlative meanings.

4.3 SECURITY

4.3.1 EMS has established security controls to protect Client Confidential Information from unauthorized use or disclosure.

4.3.2 Throughout the term of the Agreement and at all times in connection with its actual or required performance of the Services hereunder, EMS shall: (i) maintain and enforce an information security program including reasonable safety and physical and technical security policies and procedures with respect to its Processing of Client's Confidential Information; (ii) provide technical and organizational safeguards against accidental, unlawful or unauthorized access to or use, destruction, loss, alteration, disclosure, transfer, commingling or Processing of such information that ensure a level of security appropriate to the risks presented by the Processing of Client's Confidential Information and the nature of such Confidential Information, consistent with reasonable industry practice and standards and (iii) take reasonable measures to secure and defend all locations, equipment, systems and other materials and facilities employed in connection with the Services against "hackers" and others who may seek, without authorization, to disrupt, damage, modify, access or otherwise use EMS's information technology infrastructure, including all computers, software, databases, electronic systems (including database management systems) and networks used by or for EMS in connection with the Services, or the information it contains.

4.3.3 If EMS has confirmed, or has information sufficient to indicate, that any unauthorized destruction, loss, alteration of or access to Client's Confidential Information or Client Data has occurred (a "Security Incident"), EMS will: (i) promptly notify the Client of such Security Incident; (ii) promptly, in consultation with Client, start an investigation of the Security Incident and take all appropriate actions to remediate the effects of the Security Incident and mitigate any risk that may arise from the Security Incident; (iii) preserve all records and other evidence relating to the Security Incident; (iv) provide Client with a written summary report on the outcome of its investigation, including any risk to Client's Confidential Information or Client Data, the corrective action EMS will take, or has taken, to respond to the Security Incident and such other information as Client may reasonably request; and (v) provide Client with assurance satisfactory to Client

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that EMS has taken reasonable steps to prevent recurrence of such Security Incident . Client may disclose the occurrence of a Security Incident in connection with notice to Client's employees, current or former participants in Client's Plans, or governmental authorities. Client will work in good faith with EMS to ensure any such communications do not unreasonably prejudice EMS, except as otherwise prohibited by applicable law or regulation. Where a Security Incident is attributable in whole or substantial part to EMS, EMS will cooperate in good faith regarding the timing and manner of: (i) providing notification to the individuals whose information has been breached in the Security Incident; (ii) obtaining appropriate credit monitoring services and identity theft insurance for such individuals; and (iii) providing disclosures to appropriate governmental authorities, and EMS shall reimburse Client for reasonable Notification Costs and Claim Costs as described herein arising from a Security Incident or other breach in the security of any Client Confidential Information or Client Data. "Notification Costs" shall mean and include any and all reasonable and verifiable costs (including, without limitation, reasonable attorneys' fees) incurred by Client in investigating whether notification of individuals is required and the preparation and delivery of any appropriate notices to individuals and the provision of appropriate credit monitoring services. "Claim Costs" shall mean and include costs incurred by Client resulting from injury or damage caused by a Security Incident.

4.4 Compliance with law. Both EMS and Client agree to comply with all state and federal laws, rules, and orders that relate to privacy and data protection which are, or which in the future may be, applicable to Confidential Information and Personal Information, the Services or the performance of obligations under this Agreement. Upon request, EMS will cooperate with Client pursuant to applicable law(s) to comply with requests from individuals regarding their Personal Information.

4.5 HIPAA Privacy. EMS and 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. Client, on behalf of Client's group health plan, and EMS will enter into a separate Business Associate Agreement. If there is any conflict between such HIPAA Business Associate Agreement and this Agreement, the HIPAA Business Associate Agreement shall govern.

5 INDEMNIFICATION

5.1 EMS Indemnification. EMS agrees to indemnify and hold harmless the Client, and its officers, directors, employees, and agents ("Indemnified Party" or "Indemnified Parties") from and against damages awarded against the Indemnified Parties by a court pursuant to a final, non-appealable judgement or settlement as a result of or which are caused by the negligence or willful misconduct of EMS or its employees. EMS does not agree to indemnify nor hold harmless the Client and its Indemnified Parties against any action brought by the U.S. Department of Labor

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("DOL") and/or the Centers for Medicare and Medicaid Services ("CMS") arising out of or relating to the operation of Client's group health plan, including, but not limited to, such things as DOL investigations, CMS Medicare or Medicaid compliance and compliance with the Affordable Care Act ("ACA") requirements.

5.2 Reserved

5.3 Indemnification Procedures. The indemnification obligations set forth herein will not apply to the extent an Indemnified Party is the cause of the issue upon which the claim for indemnification is based and will not apply unless the Indemnified Party: (i) promptly notifies the Indemnifying Party of any matter in respect to which the indemnity may apply and of which the Indemnified Party has knowledge; (ii) gives the Indemnifying Party full opportunity to control the response and the defense thereof, including an agreement relating to the settlement thereof, provided that the Indemnifying Party shall not settle any such claim or action without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld or delayed and can only be withheld if the settlement imposes liability or fault on the Indemnified Party; and, (iii) cooperates with the Indemnifying Party. The Indemnified Party may participate, at its own expense, in such defense and in any settlement discussions directly or through counsel of its choice, and at its own expense.

6 LIMITATION OF LIABILITY

6.1 Total Liability. In no event shall the liability of EMS under, arising out of or related to this Agreement or the Services exceed, in the aggregate, the total fees as set forth in Addendum A and paid by the Client to EMS, for the twelve (12) month period during which any such claim arose, for the Services contemplated by this Agreement, whether such claim is based on an action in contract, tort, strict liability or otherwise.

6.2 Exclusion of Consequential Damages. In no event shall either Party be liable to the other or to any other person or entity for any indirect, consequential, incidental, punitive, or special damages whatsoever, including, without limitation, lost revenues, profits, savings or business, arising out of this Agreement or the Services provided hereunder, even if such Party has been advised of the possibility of such damages or such damages could have been reasonably foreseen by such Party.

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7 TERM AND TERMINATION

7.1 **Term**. The term of this Agreement shall commence on the Effective Date and shall continue until ___*September 30, 2026*__ unless terminated in accordance with this Article 7.

7.2 **Automatic Renewal**. Following the initial term of the Agreement, the Agreement will automatically renew for a period of twelve (12) months (consistent with the Client's plan year) unless the Client notifies EMS not later than sixty (60) days prior to the expiration of a term. Within sixty (60) days of a renewal term, the Parties shall meet and negotiate the Eligible Employee count (according to Addendum A) and the Service fees for the renewal term.

7.3 **Termination Without Cause**. This Agreement may be terminated by either Party upon sixty (60) days written notice to the other Party.

7.4 **Termination With Cause**. Either Party may terminate this Agreement: (i) for the other Party's material breach by written notice, effective in thirty (30) days, unless the other Party cures such breach within the notice period; or, (ii) upon the insolvency of the non-terminating Party, including any filing of a petition in bankruptcy by or against the non-terminating Party, any appointment of a receive for the non-terminating Party, or any assignment for the benefit of the non-termination Party's creditors.

7.5 **Survival**. The following provisions will survive termination or expiration of this Agreement: (i) Article 2 (Fees and Reimbursement); (ii) Article 4 (Confidentiality and Security); (iii) Article 5 (Indemnification); (iv) Article 6 (Limitation of Liability); (v) Article 7 (Term and Termination); (vi) paragraph 8.16; and (vii) Addendum A.

8 GENERAL PROVISIONS

8.1 **No Agency**. EMS and Client are not partners or joint venturers; neither Party is the agent, representative or employee of the other Party and nothing in this Agreement will be construed to create any relationship between them other than as independent contractors. Neither Party will have any responsibility or liability for the actions of the other Party except as specifically provided for herein. Neither Party will have the right or authority to bind or obligate the other Party in any manner or make any representation or warranty on behalf of the other Party. EMS will have sole responsibility for the assignment of EMS personnel to perform the Services contemplated herein. No EMS employee or contractor is or will be considered an employee of the Client.

8.2 **Client Elections and EMS Non-Liability**. EMS shall provide Services to Client which shall include options Client may elect relating to cost savings programs. Client is not obligated to elect any of such options offered by EMS. Client's elections may be guided by information provided by EMS, but EMS shall not be liable in any way for the elections ultimately made by Client. Therefore, it is important that Client evaluate all options offered with its legal, tax and other

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advisors prior to implementing any such options. EMS's Services do not include legal advice, tax advice, CMS compliance advice, Medicare Secondary Payor advice, ACA compliance advice, and/or investment or accounting advice.

8.3 **Non-Fiduciary.** EMS is not and shall not act in such a way to cause it to be considered a fiduciary under the Employee Retirement Income Security Act of 1974 ("ERISA") and its operative regulations. EMS does not and shall not exercise discretionary control or authority over Client's group health plan management or plan assets, nor shall EMS provide investment advice to a plan for compensation or have any authority or responsibility to do so.

8.4 **Subcontractors**. EMS may engage non-affiliated third parties to assist in the Services contemplated herein, provided that such non-affiliated third-parties have executed appropriate confidentiality agreements with EMS.

8.5 **Notices**. All notices, consents, and other communications required or which may be given under this Agreement will be deemed to have been duly given: (i) three (3) days after being mailed by registered certified mail, return receipt requested; or (ii) when received by the addressee, if sent by Federal Express or other express delivery service, receipt requested, in each case addressed to a Party at its address set forth below:

Client:

ATTN: Skylor Miller

Delhi Township
5031 Delhi Road
Cincinnati, OH 45238
smiller@delhi.oh.us

EMS:

ATTN: Nick Roos
Enrollment Management Services LLC
6934 Miami Avenue, Ste 10
Cincinnati, OH 45243
513-304-0596
nroos@enrollmentmanagementservices.com

8.6 **Assignment**. Neither Party may assign this Agreement or any of its rights or obligations without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Any attempted assignment in violation of this paragraph shall be void.

8.7 **Severability**. To the extent permitted by applicable law, the Parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable. In the event a provision is held to be invalid or otherwise unenforceable, such provision shall be interpreted to fulfill the intended purpose to the full extent permitted by law, and the remaining provisions of this Agreement will continue in full force and effect.

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8.8 **Non-Waiver**. Failure to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other Party of any provision(s) thereof shall in no way be construed to be a waiver of such provision(s) or to affect the validity of this Agreement or any part hereof, or the right of either Party thereafter to enforce each and every provision in accordance with the terms of this Agreement. Neither Party will be deemed to have waived any of its rights under this agreement by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a right or breach of this Agreement will constitute a waiver of any other right or breach.

8.9 **Choice of Law and Jurisdiction**. This Agreement and the legal relationship between the Parties will be govern and construed in accordance with the laws of the State of Ohio, without regard to any conflicts of law principle that would apply the substantive laws of another jurisdiction. The Parties consent to the personal and exclusive jurisdiction of the federal and state courts located in Cincinnati, Hamilton County, Ohio, and waives any objection (on the grounds of lack of jurisdiction, forum non conveniens or otherwise) to the exercise of such jurisdiction over it by any such court. This Agreement relates solely to the performance of services (not the sale of goods) and, accordingly, will not be governed by the Uniform Commercial Code of any state having jurisdiction.

8.10 **Document Retention**. EMS agrees to maintain records of matters relating to the Services provided hereunder for a period of not less than seven (7) years from the date the Service is performed, unless otherwise required by applicable law. Upon reasonable request, EMS agrees to make available to the Client any of the records retained for the purpose of audit, examination or copying.

8.11 **Publicity**. EMS may publicly identity the Client as a customer and describe the nature of the Services provided. EMS may, with the Client's permission, use the Client's logo and or other images.

8.12 **Construction**. The Parties agree that the terms of this Agreement result from negotiations between them and that this Agreement will not be construed in favor of or against either Party by reason of authorship.

8.13 **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, negotiations, representations, correspondence and discussions, whether oral or written.

8.14 **Amendment**. This Agreement may not be amended except through a written amendment signed by authorized representatives of each Party.

8.15 **Counterparts**. This Agreement may be executed in one or more counterparts, each counterpart being an original and all such counterparts constituting a single instrument.

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8.16 Non-Solicitation. During the term of the Agreement and for a period of twelve (12) months thereafter, neither Party shall directly or indirectly solicit for employment or employ, whether as an employee or independent contractor, or accept services provided by, any employee of the a Party with whom the Party had material contact in the course of performance of this Agreement or who performed work in connection with or related to the Services contemplated by this Agreement without the express written consent of the non-soliciting Party; provided, however, that the foregoing shall not prohibit engagements which result from general, non-targeted solicitations, including such things as replying to a public advertisement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and delivered by their duly authorized agents as of the Effective Date.

DELHI TOWNSHIP	**ENROLLMENT MANAGEMENT SERVICES LLC**
By: _____	By: _____
Signature	Signature
Skylor R. Miller	Nick Roos
Name Printed	Name Printed
Township Administrator	VP of Sales
Title	Title
08/27/2025	08/20/2025
Date	Date

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Addendum A to
Enrollment Management Services LLC
Consulting Agreement

Start Date: __October 1st, 2025____ End Date: _____September 30th, 2026_____

Client Total -- _____99_____ Eligible Employees

With __99____ Eligible Employees, Client agrees to compensate EMS an annualized consulting fee of $_60,000_. This fee will be invoiced in twelve (12) equal monthly installments of $____5,000__ on or about the __5th__ day of each month during the term of the Agreement.

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Addendum B to
Enrollment Management Services LLC
Consulting Agreement

This Addendum B to the Consulting Agreement ("Addendum") sets forth the terms and conditions for the suspension of payment of fees during the first term of the Agreement. This Addendum shall expire after the first term and shall not be subject to renewal according to the terms of Article 7 of the Agreement.

Suspension of Payment of Fees. The financial impact of EMS's Services with the Client will be assessed in month seven after the initial contract date. If reductions in the Client's anticipated future claims risk (including reductions in Fixed Cost exposure and Utilization risk) do not offset expenses of the program (annual subscription fee plus recommended financial tools), the Client's obligation to pay compensation to EMS shall be suspended, and no payment will be required until such a break-even point is achieved. Client acknowledges that achieving these results depends on timely census updates, provision of claims data, facilitation of member communication, and integration of EMS tools and services as part of Client's internal processes.

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