CONNER STRONG & BUCKELEW

INSURANCE | RISK MANAGEMENT | EMPLOYEE BENEFITS

EMPLOYEE BENEFITS BROKERAGE & CONSULTANCY AGREEMENT

Conner Strong & Buckelew

and

Central Regional School District

January 1, 2021 through December 31, 2023

Conner Strong & Buckelew Companies, LLC
National Headquarters
TRIAD1828 CENTRE | 2 Cooper Street
Camden, NJ 08102
www.connerstrong.com

1. Broker of Record Designation

Effective January 1, 2021 Conner Strong & Buckelew Companies, LLC ("Conner Strong") has been appointed the Broker of Record and Benefits Consultant for the purpose of providing brokerage and consultancy services on behalf of Central Regional School District ("Client") as it relates to the Client's Health and Benefit Programs ("Employee Benefit Plans"). Conner Strong strives to promote the integrity of its company and maintain the Client's trust and confidence. To assist in that effort, Conner Strong has adopted a Statement of Revenue and a Code of Business Conduct and Ethics, which are posted on the Conner Strong company website, located at www.connerstrong.com and are incorporated herein by reference.

2. Agreement

This Agreement sets forth the mutual commitment of the parties. In the brokerage and consultancy process for the Employee Benefit Plans, Conner Strong shall perform the services set forth in the attached Statement of Services ("Services"). The Employee Benefit Plans for which the Services shall apply may include the following insurance programs; medical, pharmacy, dental, vision, employee assistance, short term disability, long term disability, life insurance and other group based employer sponsored and voluntary Employee Benefit Plans. In providing services under this Agreement, Conner Strong is acting as an insurance broker and is providing the services as such. Conner Strong is not a law or tax firm and is not authorized to provide legal or tax advice. Conner Strong encourages its clients to consult with legal counsel and/or tax professionals as needed. In providing Compliance and Affordable Care Act ("ACA") Advisory Services, Conner Strong is providing such services for information and educational purposes only and is not certifying client's compliance with any applicable law.

3. Compensation Terms

In consideration for the Services to be provided, effective January 1, 2021 Conner Strong shall receive the following compensation:

- This consulting agreement is for a three (3) year term beginning January 1, 2021 through December 31, 2023. An annual fee of $36,000 will be split into two billable service agreements: (1) a consulting Financial Reporting Services fee and (2) a client Member Advocacy Services fee. Each service agreement has a value of $18,000 for the term. A monthly invoice in the amount of $1,500 will be generated for ***each*** separate service agreement;
- Commissions related to Rx and dental; plus,
- Commissions related to any voluntary insurance products.

4. Changes in Compensation

In the event there is a material change to the Services being provided by Conner Strong or in the event the number of benefit enrolled employees increases by 25% or more, Conner Strong reserves the right to adjust the compensation noted herein or charge a separate fee for said services outside the Services contemplated herein, subject to the mutual consent of the Client. If the medical leaves the SEHBP, Conner Strong would receive standard commission minus the consulting fee.

5. Compensation Standards

The compensation to be paid does not exceed Conner Strong's standard compensation for procuring and administrating insurance and health and welfare consultancy and brokerage service and can only be received upon execution of this Agreement. In addition to the foregoing, Conner Strong may earn profit sharing, contingencies, incentives, bonuses, trips, prizes, awards and/or other forms of compensation that insurers pay based on such items as overall premium volume and profitability with that insurer, provided that Conner Strong's services and advice are independent of such insurers and are solely in the interest of the Client.

6. Insurance

To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of Conner Strong and its affiliates to the Client and anyone claiming by or through the Client, for any and all claims, losses, property damage, bodily injuries, costs or damages (including but not limited to attorneys' fees and expert-witness' fees and other costs) resulting from or in any way related to the services under this Agreement shall not exceed $5 million. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. The obligations contained in this paragraph shall survive the termination of this Agreement.

7. Exhibits

The following Exhibits are a part of this Agreement and referenced herein:

- Exhibit A - Statement of Services
- Exhibit B - Business Associates Agreement

8. Termination

Either party may terminate this Agreement with 90 calendar days advanced written notice. In the event that proper notice is not supplied, Conner Strong shall be compensated in full for the balance of the term pursuant to the financial terms stated herein.

9. Governing Law

This Agreement shall be governed by New Jersey law. Any litigation arising out of and/or related to this Agreement shall be filed solely in the State and/or Federal Courts in Camden County, New Jersey. All parties consent to personal jurisdiction in such forum.

This Agreement is entered into on this 1st__day of January______, 2021___.

	Scott Davenport
Central Regional School District (Print Name of Authorized Signatory) 509 Forest Hills Parkway Bayville, NJ 08721	Conner Strong & Buckelew Representative Scott Davenport, Managing Director, Public Entity & HIF Practice Leader National Headquarters TRIAD1828 CENTRE | 2 Cooper Street Camden, NJ 08102
Central Regional School District Representative - Signature	Conner Strong & Buckelew Representative - Signature

Exhibit A
Statement of Services

Statement of Services

Conner Strong & Buckelew shall provide the following consulting and brokerage services:

Designated Account Team

- Provide access to a designated consulting team that shall be responsible for managing and overseeing the day to day aspects of the engagement. The designated team (account team) shall include the following representation: Lead Consultant; Associate Consultant; Associate Consultant for Data Analytics and an Employee Benefit Specialist;
- The account team shall leverage other internal resources including but not limited to the following intellectual services: Compliance; Benefit Communications; Participant Advocacy; and Health and Wellness;
- The designated account team shall include licensed, qualified health and benefit professionals;
- The account team shall be responsible for managing and directing all day-to-day activities and deliverables related to the client's account; acting as the client's advocate internally and externally and in the execution of the Service;
- The account team shall develop an annual set of milestones/project plan and deliverables with the cooperation and mutual agreement of the client;
- The account team shall meet with the client's designated representatives at least quarterly, if not more frequently, to review status of the annual milestones/project plan and discuss other projects and deliverables in progress;
- The account team shall be routinely available to client for routine calls, conference calls, and in-person meetings, as may be necessary in the normal course of performing the Services;

Benefit Plan Marketing Services

- The account team shall represent the client to the various insurance and benefits carriers/insurers/third party administrators/pharmacy benefit administrators (the markets). This shall include, with the advance prior approval of the client, issuing requests to the markets for proposals, pricing and information;
- Develop and utilize request for proposals (RFPs) for the client in the pursuit of insurance, administrative and benefit proposals for required services;
- Evaluate provider networks, which may include provider discounts, service levels, data capabilities and other client specific metrics;
- Conduct vendor negotiations and oversee finalists presentations;
- Provide global implementation support for market(s) or plan design changes;

Plan Design Financial Analysis

- Perform plan modeling to determine the financial impact of possible benefit plan modifications. In the performance of these functions, the team shall use actuarially validated tools;

Vendor Oversight and Management / Strategic Vendor Performance Review

- The account team shall be responsible for managing and overseeing the day to day activities with the markets the client is contracted with;
- The account team shall provide regular updates related to the status of activities between the account team and the markets;

Compliance Services

- The account team shall provide to the client updates related to state and federal matters that impact health and benefit plans;
- Access to day-to-day in-house compliance resources for routine benefit questions and inquiries;
- Conner Strong & Buckelew shall also make available to the client on-going educational services like webinar and in-person sessions dedicated to client education;
- Provide access to an on-line benefits and human resources web based repository for access to compliance related services;

  NOTE: Certain compliance services may be deemed out of scope for which an additional, mutually agreeable fee may be assessed, as agreed by the Parties. In providing Compliance Services, Conner Strong & Buckelew is acting as an insurance broker and is providing such services for information and educational purposes only. Conner Strong & Buckelew is not certifying client's compliance with applicable laws, including but not limited to the ACA. Conner Strong & Buckelew is not a law or tax firm and is not authorized to provide legal or tax advice. Conner Strong & Buckelew encourages its clients to consult with legal counsel and/or tax professionals as needed.

Contract and Agreement Reviews

- Review benefit plan agreements, contract or booklet from any of the markets Conner Strong & Buckelew is contracted to manage. The reviews shall be done in advance of any services being awarded for new markets and shall be reviewed upon renewal for existing market relationships;

Summary Plan Documents (SPDs) and Plan Document (PD) Review

- The account team shall assist in the on-going review of the client's SPD and PD;

  NOTE: Certain SPD and PD related services may be deemed out of scope for which an additional, mutually agreeable fee may be assessed, as agreed by the Parties.

Affordable Care Act (ACA) Services

- The account team shall provide written explanations related to the regulatory updates related to the ACA;
- The account team shall ensure the issuance of such updates to the client as timely as the materials may be evaluated and distributed;
- Conner Strong & Buckelew shall also make available to the client on-going educational services including webinar and in-person sessions dedicated to client education;
- The account team shall offer modeling tools and related resources related to the ACA;

  NOTE: Certain ACA related services may be deemed out of scope for which an additional, mutually agreeable fee may be assessed, as agreed by the Parties. In providing ACA advisory related services, Conner Strong & Buckelew is acting as an insurance broker and is providing such services for information and educational purposes only. Conner Strong & Buckelew is not certifying client's compliance with applicable laws, including but not limited to the ACA. Conner Strong & Buckelew is not a law or tax firm and is not authorized to provide legal or tax advice. Conner Strong & Buckelew encourages its clients to consult with legal counsel and/or tax professionals as needed.

Open Enrollment Coordination

- Oversee and assist with the coordination of the annual enrollment process;
- Assist with developing a schedule for onsite benefit meetings, as necessary, including coordinating vendor participation;

  NOTE: Certain open enrollment related services may be deemed out of scope for which an additional, mutually agreeable fee may be assessed, as agreed by the Parties.

Voluntary Benefit Services

- Design and implement customized elective, voluntary insurance programs to complement the group sponsored benefit plans;

Call Center Services - CSB Member Advocacy

- Provide the Member Advocacy Program to support employees and dependents in the resolution of complex benefit related service issues;
- Provide access to 24/7 toll-free service line with access to the Member Advocacy Specialist Team;
- Assist with claim payment issues errors, eligibility and enrollment issues, plan design questions or inquiries, billing disputes and other benefit related inquiries;
- Provide activity reports at the group level that shall illustrate service activity.

Exhibit B
Business Associates Agreement

Business Associates Agreement

This Business Associates Agreement ("Agreement") is entered into this _1st___ day of ___January ______, 2021__ by and between **Central Regional School District** (hereinafter the "Plan Sponsor"), on behalf of the Plan Sponsor Group Health Plan(s) (hereinafter the "Covered Entity") and Conner Strong & Buckelew Companies, LLC and its affiliates (hereinafter "Business Associate"). Capitalized terms not otherwise defined herein shall have the meaning given to them in the Privacy & Security Regulations.

WHEREAS, Covered Entity is a group health plan maintained by Plan Sponsor as defined in the administrative simplification provisions within the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (hereinafter "HIPAA");

WHEREAS, Business Associate is an insurance broker that provides consulting services to plan sponsors and group health plans on matters related to employee benefits;

WHEREAS, Business Associate has been retained by Plan Sponsor to perform one or more functions or activities on behalf of either the Plan Sponsor and/or on behalf of Covered Entity that requires that the Business Associate have access to Protected Health Information (as defined below);

WHEREAS, Covered Entity desires to receive satisfactory assurances from the Business Associate that it will comply with the obligations required of business associates under HIPAA;

WHEREAS, the Department of Health and Human Services (hereinafter "HHS") has promulgated regulations at 45 C.F.R. Parts 160-164, implementing the privacy, electronic security (including breach notification), and enforcement rules set forth in the Administrative Simplification provisions of HIPAA (the "Privacy & Security Regulations");

WHEREAS, Business Associate will have access to, create, maintain, disclose and/or receive certain Protected Health Information (hereinafter "PHI") in conjunction with the services being provided by Business Associate to Covered Entity, thus necessitating a written agreement that meets the applicable requirements of the Privacy & Security Regulations. Both parties have mutually agreed to satisfy the foregoing regulatory requirements through this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

1.1 Activities. Pursuant to the agreement defining the scope of the engagement relating to the services to be provided by Business Associate ("Services Agreement"), Business Associate may use or disclose PHI to perform its obligations and services to Covered Entity ("PHI Activities"), provided such use or disclosure would not violate the Privacy Regulations if done by Covered Entity. (In this Agreement, references to "Privacy Regulations" means that portion of the Privacy & Security Regulations comprised of the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and subparts A and E of Part 164.)

Except as otherwise expressly specified herein, Business Associate may make any and all uses of PHI reasonably necessary as determined by Business Associate, to exercise its rights, remedies or privileges under or in connection with the Services Agreement or this Agreement. This includes the disclosure of PHI to designated employees of the Plan Sponsor who are authorized under the Plan's HIPAA policies and procedures to receive PHI when acting on behalf of the Plan, as well as disclosures to other business associates of the Covered Entity identified to Business Associate by the Plan Sponsor as acting under a compliant business associate agreement. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the persons to whom the information is disclosed (including employees, accountants, agents, subcontractors, attorneys, or any other person) that it will be held confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

1.2 PHI and Electronic PHI. For the purpose of this Agreement, the term "PHI" shall have the same meaning as the term "Protected Health Information," as defined by 45 C.F.R. 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. The term "Electronic PHI" shall have the same meaning as the term "Electronic Protected Health Information," as defined by 45 C.F.R. 160.103.

1.3 Individual. For the purpose of this Agreement, the term "Individual" shall have the same meaning as the term "individual" as defined by 45 C.F.R. 160.103 and shall include a person who qualifies as the Individual's personal representative in accordance with 45 C.F.R. 164.502 (g).

1.4 Obligations and Activities of Business Associate. In connection with the PHI Activities, Business Associate agrees as follows:

(a) To not use, maintain or further disclose PHI other than as permitted or required to perform the Services under this Agreement, or as "Required by Law," as such phrase is defined in 45 C.F.R. 164.103, as determined by Business Associate in its sole but reasonable discretion. To the extent practicable, absent a specific exception under the Privacy & Security Regulations, Business Associate shall limit its use or disclosure of PHI or requests for PHI to a Limited Data Set, or if necessary, to the Minimum Necessary to accomplish the intended purpose of such use, disclosure or request.

(b) To use reasonably appropriate safeguards to prevent the use or disclosure of PHI other than as provided for or permitted by this Agreement, as determined by Business Associate in its sole but reasonable discretion, including establishing procedures that limit access to PHI within its organization to those employees with a need to know the information. Business Associate agrees that it will implement reasonable administrative, physical, and technical safeguards to protect the confidentiality, integrity and availability of Electronic PHI that it creates, receives, maintains or transmits on behalf of the Covered Entity, as required by the Privacy & Security Regulations.

(c) In the event of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement, to use reasonable steps to mitigate, to the extent practicable, any harmful effect that is actually known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement, as determined by Business Associate in its sole but reasonable discretion.

(d) To report to the Covered Entity any use or disclosure of PHI not provided for under this Agreement of which it becomes aware and any Security Incident of which it becomes aware. "Security Incident" shall mean the successful unauthorized access to, disclosure, modification or destruction of, or interference with, the Electronic PHI by a third party; provided, however, the parties acknowledge and agree that this section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to Covered Entity shall be required. “Unsuccessful Security Incidents” shall include, but not be limited to, pings and other broadcast attacks on Business Associate’s firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI.

(e) Business Associate shall also identify and report to the Covered Entity any Breach, as defined in 45 C.F.R. 164.402, by Business Associate or any of its officers, directors, employees, subcontractors or agents without unreasonable delay and in any event not more than 45 calendar days after its Discovery of the Breach. If a delay is requested by a law enforcement official in accordance with 45 C.F.R. 164.412, Business Associate may delay notifying the Covered Entity for the time period specified by such regulation. Business Associate’s report will at least:

A) Identify the nature of the Breach, which will include a brief description of what happened, including the date of any Breach and the date of the Discovery of any Breach;

B) Identify the PHI that was subject to the Breach on an individual-by-individual basis;

C) Identify what corrective or investigational action Business Associate took or will take to mitigate harmful effects and to protect against any further Breaches;

D) Identify what steps the individuals who were subject to a Breach should take to protect themselves;

E) Provide such other information as the Covered Entity may reasonably request.

(f) To require that any agent, including any subcontractor of the Business Associate, who creates, receives, maintains, or transmit PHI on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information by entering into a contract or other arrangement that complies with this Agreement in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2).

(g) To provide access to PHI in a Designated Record Set, as such term is defined in 45 C.F.R. 164.501, in the time and manner Required by Law, to Covered Entity or, as directed by Covered Entity, to an Individual, in order to meet the requirements under 45 C.F.R. 164.524.

(h) To make any amendment(s) to PHI in a Designated Record Set pursuant to 45 C.F.R. 164.526 and any subsequent legislation or guidance regarding an Individual's right to request amendment of his or her PHI at the request of Covered Entity or an Individual, and in the time and manner Required by Law.

(i) To make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate, on behalf of Covered Entity, available to the Secretary of HHS or his designee during normal business hours, for purposes of the Secretary determining Covered Entity's compliance with the Privacy & Security Regulations.

(j) To document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528.

(k) To provide to Covered Entity, upon request and in the time and manner Required by Law, an accounting of disclosures of an Individual's PHI, collected in accordance with Section 1.4(i) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. Part 164. If Covered Entity requests an accounting of an Individual's PHI more than once in any twelve (12) month period, Business Associate will impose a reasonable fee for such accounting in accordance with 45 C.F.R. 164.528(c).

(l) To consider reasonable implementation of any agreement that Covered Entity makes that either (i) restricts use or disclosure of PHI pursuant to 45 C.F.R. 164.522(a), or (ii) requires confidential communication about PHI pursuant to 45 C.F.R. 164.522(b), provided that Covered Entity notifies Business Associate in writing pursuant to 2.3 of this Agreement of the restriction or confidential communication obligations that Business Associate must follow.

(m) To request from Covered Entity and so disclose to its affiliates, subsidiaries, agents and subcontractors or other third parties, only the Minimum Necessary PHI to perform or fulfill a specific function required or permitted hereunder in accordance with the Privacy & Security Regulations.

(n) To comply, and require all agents and subcontractors to comply, with the applicable requirements of 45 C.F.R. Part 162 if Business Associate, agents or subcontractors conducts any Standard Transactions on behalf of Covered Entity.

(o) That it may use PHI to provide data aggregation services to Covered Entity as permitted by the Privacy & Security Regulations or for de-identification of PHI as permitted by the Privacy & Security Regulations.

2. OBLIGATIONS OF COVERED ENTITY.

2.1 Privacy Notice. Covered Entity shall notify Business Associate of any limitations in the notice of privacy practices that Covered Entity produces and delivers in accordance with 45 C.F.R. 164.520 (including any modifications to such notice) to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

2.2 Change or Revocation of Use. Covered Entity shall promptly provide to Business Associate written notice of any changes in, or revocation of, the permission by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

2.3 Restriction on Use. Covered Entity shall promptly provide to Business Associate written notice of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. 164.522. Covered Entity will promptly notify Business Associate in writing of the termination of any such restriction agreement or confidential communication requirement and, with respect to termination of any such restriction agreement, instruct Business Associate whether any PHI will remain subject to the terms of the restriction agreement.

2.4 Minimum PHI Necessary. Covered Entity acknowledges that it shall provide to, or request from, the Business Associate only the Minimum Necessary PHI for Business Associate to perform or fulfill a specific function required or permitted hereunder.

2.5 Permissible Requests by Covered Entity. Covered Entity represents and warrants that it has the right and authority to disclose PHI to Business Associate for Business Associate to perform its obligations and provide services to Covered Entity, and Business Associate's use of PHI to perform its obligations and provide services to Covered Entity requested by Covered Entity does not violate the Privacy & Security Regulations, Covered Entity's privacy notice, or any applicable law. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy & Security Regulations if done by Covered Entity.

2.6 Breach Notification Coordination. Covered Entity agrees to provide Business Associate reasonable opportunity to review and request modifications to any legally required notifications to Individuals, HHS and/or the media relating to any Breach in which actions of Business Associate or any of its officers, directors, employees, subcontractors or agents are implicated. Covered Entity shall accommodate reasonable modifications so requested by Business Associate in its implementation of the data breach notification requirements under the Privacy & Security Regulations.

2.7 Maintenance of Coverage Contracts. Covered Entity agrees that it shall take no action in connection with its obligations under this Agreement that will void or jeopardize coverage under any insurance policy or other contract for the provision of health coverage that is arranged through the Services Agreement, and Covered Entity agrees to comply with all terms and conditions of any applicable insurance policy and health coverage arrangement.

3. **TERM AND TERMINATION**.

3.1 Term. Unless terminated as provided in Sections 3.2 and 3.3 hereof, the term of this Agreement shall be effective as of the date of execution and shall terminate at the later of: (i) the termination of the Services being delivered pursuant to the Services Agreement, or (ii) when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or if it is infeasible, in the reasonable opinion of Business Associate, to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

3.2 Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall set forth with particularity the nature of such breach and provide an opportunity for Business Associate to cure the breach or end the violation. If Business Associate does not so cure the breach or end the violation within 60 days after written notice thereof (or such longer period, if such cure cannot be reasonably effected within such time and Business Associate is proceeding diligently to effect such cure) is received by Business Associate, Covered Entity may terminate this Agreement; provided, however, Covered Entity may immediately terminate this Agreement upon written notice to Business Associate if Business Associate has breached a material term of this Agreement and cure is not possible in the reasonable opinion of Business Associate.

3.3 Termination by Business Associate. Business Associate may terminate this Agreement upon 30 days' written notice to Covered Entity.

3.4 Effect of Termination.

(a) Except as provided in paragraph (b) of this Section 3.4, upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI, including any PHI that is in the possession of subcontractors or agents of the Business Associate. Business Associate shall retain no copies of the PHI, except as necessary for its own administrative or management functions or procedures and provided appropriate safeguards are followed to protect the confidentiality thereof.

(b) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible and Business Associate shall use reasonable procedures to extend the protections of this Agreement to such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

(c) Except as otherwise agreed, a termination of this Agreement shall not in any way cause a termination of relationship between Business Associate and Covered Entity in connection with the insurance arranged for by Business Associate for Covered Entity or otherwise.

4. REPRESENTATIONS AND WARRANTIES.

4.1 Mutual Representations and Warranties of the Parties. Each party represents and warrants to the other party:

(a) That it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized, it has the full power and authority to enter into this Agreement and to perform its obligations hereunder, and that the performance by it of its obligations under this Agreement have been duly authorized by all necessary corporate or other actions and will not violate any provisions of any license, corporate charter, bylaws or other organizational documents.

(b) That neither the execution of this Agreement, nor its performance hereunder, will directly violate or interfere with the terms of another agreement to which it is a party, or give any governmental entity the right to suspend, terminate, or modify any of its governmental authorizations required for its performance hereunder. Each party represents and warrants to the other party that it will not enter into any agreement the execution and/or performance of which would violate or materially interfere with this Agreement.

(c) That it is not currently the subject of a voluntary or involuntary petition in bankruptcy, does not currently contemplate filing any such voluntary petition, and is not aware of any claim for the filing of an involuntary petition.

(d) That Business Associate neither has requested nor will receive any direct or indirect remuneration in exchange for any PHI of any individual in connection with the Services Agreement.

5. INDEMNIFICATION. Each party to this Agreement agrees to indemnify, defend and hold harmless the other party and its employees, directors, officers, subcontractors, agents or other members of its workforce (the "Indemnified Parties"), against all actual or direct losses suffered by the Indemnified Parties and all liability to third parties arising from or in connection with any breach by the other party of or under this Agreement or any failure of any party, including the other party, its employees, directors, officers, subcontractors, agents or other members of its workforce, to comply with the Privacy & Security Regulations, except for any misconduct or negligence by the Indemnified Parties. Accordingly, on demand, the party shall advance or reimburse the Indemnified Parties for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon the Indemnified Parties by reason of any suit, claim, action, proceeding or demand by any third party for which indemnification is permitted hereunder. The party's obligation to indemnify the Indemnified Parties shall survive the expiration or termination of this Agreement for any reason.

6. MISCELLANEOUS.

6.1 Independent Covenant; No Effect on Insurance Services. It is expressly understood and agreed that notwithstanding anything contained in this Agreement to the contrary, Business Associate is entering into this Agreement purely for the purposes of complying with the obligations imposed by the Privacy & Security Regulations upon Covered Entity for its disclosure of PHI to the Business Associate. Any obligations imposed upon Business Associate hereunder are wholly independent of, and separate from, the rights, remedies and privileges available to Business Associate, and obligations of Covered Entity, in connection with its Services.

6.2 No Limitation on Services. Nothing contained in this Agreement is intended to limit, impair, or affect the rights, remedies or privileges of Business Associate under or in connection with the Services Agreement except with respect to Business Associate's right to use or disclose PHI as expressly provided herein.

6.3 Survival. The respective rights and obligations of Business Associate and Covered Entity under this Agreement shall survive the expiration or termination of this Agreement.

6.4 Amendments; Waivers. This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in writing duly signed by authorized representatives of the parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events. Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or the publication of any decision of a court of the United States or any state relating to any such law or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, either party may, by written notice to the other party, and by mutual agreement, amend the Agreement in such manner as such party determines necessary to comply with such law or regulation.

6.5 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.

6.6 Binding Authority. This Agreement shall be binding upon, and inure to the benefit of the parties hereto, its and each of its respective successors and assigns.

6.7 Neutral Construction. Each of the parties represents to the other that it has had a full and complete opportunity to review this Agreement with its counsel, has provided input as to the drafting and preparation of this Agreement and that no rules of construction shall be applied to construe this Agreement against any party as the drafter of this Agreement. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits both parties to comply with the Privacy & Security Regulations. In the event of any inconsistency or conflict between this Agreement and any other agreement between the parties, the terms, provisions and conditions of this Agreement shall govern and control.

6.8 Entire Agreement. This Agreement represents the entire agreement among the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous oral or written understandings or agreements among the parties with respect to the subject matter hereof.

6.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument. Signature by facsimile or electronic mail shall bind the parties hereto.

6.10 Limitation of Liability. Business Associate shall not be liable for any incidental, consequential, special or punitive damages of any kind or nature, whether such liability is asserted on the basis of contract, tort (including negligence or strict liability), or otherwise, even if Business Associate has been advised of the possibility of such loss or damages.

6.11 Jurisdiction and Venue. The parties hereby agree that this Agreement shall be governed by, and construed in accordance with, the laws (including conflicts of laws) of the State of New Jersey and hereby submit themselves to jurisdiction and venue of the federal and state courts in the State of New Jersey.

6.12 Waiver of Jury Trial. Covered Entity and Business Associate hereby knowingly, voluntarily, intentionally and mutually waive trial by jury in respect of any civil litigation based herein, or arising out of, under or in connection with this agreement or any course of conduct, course of dealing, statements (verbal and written), or actions by them. In the event the parties are required for any reason to submit to any dispute hereunder to trial, the parties expressly agree to waive the right to a jury trial, because the parties hereto, all of whom are represented by counsel, believe that the complex commercial and professional aspects of their dealing with one another make a jury determination neither desirable nor appropriate.

6.13 Compliance with Laws. The parties shall perform all of their respective obligations under this Agreement in compliance with all applicable federal, state and local laws, ordinances, rules, regulations, codes or orders including without limitation all environmental and labor laws.

6.14 Regulatory References. A reference in this Agreement to one or more sections in the Privacy & Security Regulations means the section as in effect or as amended, and for which compliance is required, and shall include, as applicable, related requirements under any regulations issued under other sections of the Privacy & Security Regulations.

IN WITNESS WHEREOF, the undersigned hereto have executed this Business Associate Agreement.

Central Regional School District

ON BEHALF OF ITS GROUP HEALTH PLAN(S)		**CONNER STRONG & BUCKELEW COMPANIES, LLC**	
Name:		Name:	Scott Davenport
Signature:		Signature:	
Title:		Title:	Managing Director, Public Entity & HIF Practice Leader
Date:		Date:	