



## SERVICES AGREEMENT

This Services Agreement ("Agreement") is made and entered into as of this 1<sup>st</sup> day of, 2025 ("Effective Date") by and between Breckpoint, Inc., a Nevada corporation ("Company") and Mid-Ohio Educational Service Center, a OH (state) Corporation (company type) ("Client" or "you"). Company and Client are sometimes referred to herein as "Parties" or individually as "Party".

In consideration of the covenants and promises set forth below and other consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

**1. Self-Insured Plan:** You acknowledge and represent to Company that you have elected to self-fund an employee welfare benefit plan, as defined by the Employee Retirement Income Security Act ("ERISA") and regulated by the United States Department of Labor ("Plan"). By making this election, you further represent and acknowledge that you assume the obligations, risks and financial responsibilities of the Plan, including the payment of Plan members' claims, ensuring the Plan is adequately funded, collecting sufficient evidence that the Plan and the selected Program (as defined below) have been offered to your employees, and legal compliance. In the event this Agreement is terminated for any reason, such termination does not alleviate your responsibilities under the Plan, including, without limitation, that you must continue to pay the claims under your Plan, whether you seek other service providers to help administer or self-administer the Plan after such termination. If you wish to change your Plan, you must provide written notice to Company at least sixty (60) days' prior to the effective date of such change; provided, however, that Company's obligations herein may be modified, suspended or terminated, in Company's sole and absolute discretion, in the event of any change in your Plan.

**2. Selected Program:** You have selected a Company designed program to assist you in administering your Plan ("Program"). You are responsible to comply with the provisions of the Program and Sections 5000A, Subsection 36B(c)(2)(c)(ii), and other applicable provisions of the Internal Revenue Code ("Code") and applicable law. Without limiting the foregoing sentence, it is your responsibility to: (a) provide and maintain minimum essential coverage ("MEC") and offer health coverage under an eligible employer-sponsored plan that meets minimum value and affordability standards ("MVP"); and (b) provide and collect sufficient documentation and/or other evidence to support that you have offered the respective Program to your employees in accordance with your Plan. In the event you do not offer the MVP or otherwise do not comply with the Code, you acknowledge that you may be subject to employer shared responsibility penalties under Code 4980H.



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**3. Application and Participation:** You must complete and return the application provided by Company. Additional information may be required during the application process. Processing, timing, and approval of your participation in the Program are dependent on you providing Company complete and accurate information and subject to Company's express written authorization. Failure to complete and return an accurate application may result in delays or suspension of services, including the set up of your Plan and the start of the Program.

**4. Legal Compliance.** You covenant, represent and warrant that you shall comply and maintain compliance with all applicable laws and regulatory requirements relating or arising from the Plan and as an employer, including, without limitation, compliance with the provisions of ERISA, the Code, the Patient Protection and Affordable Care Act ("ACA"), any state surcharges required on claims and eligible enrollees, Health Insurance Portability and Accountability Act ("HIPAA"), as amended, and the Consolidated Omnibus Budget Reconciliation Act ("COBRA").

**5. Term.** This Agreement shall be effective from the period beginning on the Effective Date and, unless terminated earlier, continuing until the end of the applicable benefit year for the Program ("Term").

**6. Your Obligations.** Without limiting the generality of Section 1 (including, without limitation, that you assume the obligations, risks and financial responsibilities of the Plan), you shall have the following obligations pursuant to this Agreement:

a. Plan Design. You are the Plan sponsor and shall be solely responsible for the Plan, including, without limitation, the selection and determination of the Plan design, the benefits to be provided, eligibility for coverage and the funding method to be used for the Plan.

b. Plan Administrator. You are the Plan administrator and the named fiduciary of the Plan under the provisions of ERISA, with the authority to control the operation and administration of the Plan. The Plan Administrator's powers and duties include, but are not limited to, the following: (1) you shall have the responsibility and discretionary authority to interpret and decide all questions of eligibility and entitlement to benefits and determine the amount, manner, and time of payment of benefits or participant contributions; review and make final decisions on appealed benefits claims, and interpret the provisions of the Plan for purposes of resolving any inconsistency or ambiguity, correcting any error or supplying information to correct any omitted term; (2) you shall appoint any fiduciaries and advisors necessary or convenient to assist you in the administration of the Plan, including legal counsel, accountants, and other professionals; (3) you shall be responsible to communicate to participants all information required by ERISA and other applicable law concerning the Plan, including, without limitation, summary plan descriptions, summaries of material



modifications, notices of material benefit reductions, and summary annual reports; (4) you shall provide to Company all information reasonably requested by Company to perform its duties and to calculate its fees under this Agreement, including, without limitation: (A) prior to the Effective Date, the Employer shall provide a complete and accurate enrollment list for the Plan; (B) on or before the twenty-third (23<sup>rd</sup>) day of each month or other day reasonable designated by Company, you shall upload to your employer portal a list of persons commencing or terminating participation as of the first day of the following month; (5) if the Company is assisting you the preparation of any reporting, you shall be responsible to verify and validate all information provided to you by Company prior to each deadline set forth for Form 1094 and 1095 reporting, Form 5500 reports, and any other returns and reports concerning the Plan, required by ERISA, the Code and other applicable law; and (6) as further elaborated in Section 4 above, you shall be responsible for compliance with applicable federal, state and local legislation and regulations. To the extent any law or regulation incurs any fiduciary responsibility, Company and Client acknowledge and agree that Company shall have no discretionary authority or discretionary control with respect to the management and administration of any employee benefit plan or Plan sponsored by Client or coverages selected by Client; Company shall exercise no authority or control with respect to the management or disposition of the assets of Client, including any assets of any employee benefit plan or Plan sponsored by Client; and Company shall administer the Program pursuant to this Agreement in a non-fiduciary capacity.

c. Network Agreements. You hereby agree and shall comply with the terms and conditions of the agreement with the provider network designated or otherwise selected for the Program and your Plan (such agreement being the “Network Agreement” and such designated or selected provider network being the “Selected Network”), including, without limitation, that you shall pay the participating providers and fund the assigned claims at the contracted rates designated in the Network Agreement. Without limiting the generality of the foregoing, you: (1) will utilize the Selected Network as your primary medical provider network in the applicable service area; (2) will comply with the requirements of the administrative guide designated by the Selected Network, as amended from time to time; (3) acknowledge and agree that: (A) the participating providers are entitled to receive the full amount of the contracted rates, regardless of your Plan design; (B) any amounts not covered by the Plan will be billed and collected from the Plan member; (C) the Plan or Program shall not apply any rates other than the contracted rates to claims for covered services from participating providers, nor shall it apply any reductions of any kind to the contracted rates, such as usual and customary charges; (D) in order to preserve the viability of applicable Selected Networks for the benefit of all applicable parties, the Selected Network will not be made available to and cannot be accessed by plans that make payment to participating providers on any basis other than that portion of the contracted rate which exceeds copayment, coinsurance and deductible amounts specified in the applicable Program or Plan, such as based on usual and customary charges, or Medicare allowable amounts, or a percentage of Medicare rates; (E) will not utilize the services of any third party to perform processing/adjudicating, claims repricing or provider/customer services without Company’s prior written consent; and (F) the list of participating providers may change from time to time, with or without notice, and you and the Plan members are obligated to confirm with the participating provider the participating provider’s participation in the Selected Network; (3)



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will: (A) maintain information and records relating to services provide under the Network Agreement in a current, detailed, organized and comprehensive manner and in accordance with industry standards, all applicable federal and state laws, and accreditation standards; (B) treat all Plan member's records and confidential information as confidential and in accordance with applicable state and federal laws and regulations and (C) maintain such information and records for the longer of seven (7) years after the last date participating provider services were provided to a Plan member, or the period required by applicable law; and (4) where it is required by state law, and in the event the Company, you or a participating provider, as the case may be (in accordance with the Company's and your rules and procedures) determines that it is medically necessary to refer a Plan member to a non-participating provider, you shall ensure that the Plan member incurs no greater out of pocket liability than had the member received services through a participating provider; provided however, that notwithstanding the foregoing, you acknowledge that a member who willfully and voluntarily chooses to access a non-participating provider for health care services available through the panel of participating providers may be subject to financial penalties established by your Plan.

**7. Company Services:** Subject to the other terms and conditions of this Agreement (including, without limitation, your compliance with your payment obligations), Company will use reasonable efforts to provide the following services in connection with the Program and applicable law: (a) deliver Plan documents related to the implementation of the Program; (b) coordinate the review of claims in accordance with procedures and practices provided for in the Plan; (c) coordinate the processing of your payment of the applicable claims (provided, however, that Company does not and shall not assume any obligation for any funding of such claims payments); (d) provide information regarding a provider network, if applicable; (e) print and deliver identification cards; (f) arrange for prescription drug card discounts and other related benefits, if applicable to the Plan and/or Program; (g) assist you in regulatory reporting; provided, however, that a fee designated by Company may, in Company's sole discretion, be applied and we may charge additional fees in the event you provide inaccurate information or otherwise request that we update forms or other documentation needed to assist in regulatory reporting; (h) assist in limiting or obtaining reimbursements attributable to certain adverse loss, such as identifying potential third parties that may be responsible for paying certain claims or losses; and (i) provide other administration services provided by Company from time to time.

**8. Participant Contract:** If applicable, you will: (a) execute and enter into a participant contract and/or other agreement(s) ("Participant Contract") corresponding to a cell within Breckpoint Insurance Company, LLC, a Tennessee series limited liability company captive facility (or other approved structure), applicable to a reinsurance or stop loss policy assuming risks from your Plan under the terms and conditions of the Program; (b) pay all applicable amounts from the invoices; (c) be responsible for all tax returns and other costs applicable to the Participant Contract that may not be included in the invoices; (d) comply with all Tennessee and/or other applicable



jurisdiction regulatory requirements and Company participation requirements; and (e) execute all documents and/or take all other necessary steps required to enter into the Participant Contract and any other related documents, including, without limitation, providing audited financials and/or designating and authorizing a third party administrator.

**9. Payments:** You shall pay all amounts due in a timely manner. Service fees and other amounts due will be billed based on the census data provided by you and the applicable minimum participation requirement designated on **Exhibit 1**. In the event that the actual employee participation falls below the minimum participation requirement, you will be obligated to pay the amount corresponding to the minimum participation requirement. Accuracy of census data is your sole responsibility. In the event your Plan has approved claims and your Plan is not adequately funded to cover such claims, you will be responsible for payment of the claims in full via electronic debit or other electronic method designated by Company in accordance with the claims payment set forth in Section 12 below. A schedule of your offerings and rates is attached as **Exhibit 1**. Company's service fees are based on services directly provided by Company; provided however, that Company shall have the right to use some of the service fees and/or other amounts paid to Company to purchase or otherwise access reinsurance and/or other protection on your behalf. Company does not provide any tax, legal, audit, actuarial, or regulatory advice and you should obtain any such advice from applicable third party professionals. Any amounts due for such professional or other services should be billed to you directly from such professional or service provider; provided, however, that you hereby authorize Company to pay for such services on your behalf and you will reimburse Company for such payments. Postage costs for mailed or fulfilled compliance forms and any other applicable costs may, in Company's discretion, be billed at the time of service and may be included in a subsequently invoice. Subject to applicable law, if you choose to pay via credit card, you will be subject to a processing fee not to exceed 5% of your total invoiced amount. This fee will be added to and/or included in the corresponding invoice or payment. You must bring any eligibility or billing issues to Company's attention promptly (and no later than 30 days after the receipt of the applicable billings) and any adjustment may be reflected in the subsequent billing.

**10. Late Payments** You will make all payments on or before the due date identified on the respective invoice. Any payments received by Company after the due date will be considered a late payment and will be subject to a late fee of two percent (2%) of the outstanding invoice amount. In addition to all other rights and remedies available to Company, if any payments are thirty (30) or more days late (or returned due to non-sufficient funds), Company has the right to require automated electronic payments, apply any available Plan funds, suspend all activity (which may result in suspension or termination of additional provisions or benefits provided in the applicable Program), and/or terminate this Agreement.





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**11. Census Management:** The initial census provided by you ("Initial Census") and any other census data must be populated and provided to Company in accordance with the directions provided by Company. The Initial Census may be uploaded by you using the employer portal prior to the start of your open enrollment and may be used to determine amounts due. The Initial Census will be used for enrollment purposes and otherwise determining which employees are eligible and participating in the Plan and the corresponding Program (the eligible and participating employees identified during the enrollment process being the "Final Census"). The amounts due may be adjusted depending on the Final Census and the Periodic Census (as defined below). On or before the last Saturday of each week or month or other day reasonably designated by Company ("Census Due Date"), you may upload through the employer portal a census management file ("Periodic Census") and estimated amounts will be adjusted depending on the applicable Periodic Census. You will not be permitted to make retroactive edits to the Final Census or Periodic Census beyond thirty (30) days from the Effective Date or the submission of the applicable Periodic Census.

**12. Claims Payment:** You acknowledge and agree that amounts paid to Company may be used to pay for claims on your behalf or reimburse you for eligible claims you have paid in accordance with the Program. Any such payments of claims are made upon receipt and acceptance by Company of all the required documentation. Required documentation shall include proof of loss and proof of payment for eligible expenses under the Plan, and any additional supporting documentation requested by Company. Company or a third party designated by Company will have sole authority to pay on your behalf or reimburse you for eligible claims or deny claims under this Agreement. Once amounts are deemed accepted, Company will coordinate the applicable payment on your behalf within forty-five (45) days. Should your Plan not have adequate funding to pay the accepted claim, you shall promptly pay the adequate funding or authorize Company to electronically debit your account provided within this Agreement ("Account") and payment will be processed within three (3) business days after the claims statement is released. If a claim is denied in whole or in part, Company shall use reasonable efforts to notify the claimant in writing of the denial and of the claimant's right to appeal the claim denial. The terms of the Plan and the claims processing regulations will be adhered to when resolving claim appeal determinations on behalf of the Plan. Company will use reasonable efforts to complete processing of all claims for benefits incurred prior to termination for a run-out period of six (6) months following the termination of the Plan; provided you agree to deposit or retain sufficient funds in the Account to pay for all claims paid or incurred during the 6-month post-termination run-out period.

**13. Termination:** Either party may terminate the Agreement by notifying the other party, in writing, of the intent to terminate at least thirty (30) days prior to the desired termination date. All termination dates should reflect the last day of the month. If written notification is received with less than a 30 day notice, termination may be accepted by Company, but a \$2,000 cancellation fee



will be applied to your account. If you are unable to pay or fail to deposit sufficient funds in the Account to pay claims paid or incurred under the Plan that are not in dispute or if you fail to pay any other amounts as they become due, Company may suspend its services and/or terminate this Agreement, in addition to all other rights or remedies available to Company, including, without limitation, that Company may, but is in no case obligated to, apply a \$2,000 cancellation fee and/or notify your employees and dependents covered under the Plan that your Plan may no longer be active. Your obligation to pay all outstanding invoices, fees and claims shall survive termination. You acknowledge that termination of this Agreement and/or Company's services does **not** alleviate your responsibilities under your Plan.

**14. Independent Contractor Relationship.** This Agreement is intended to form an independent contractor relationship between you and Company. This Agreement is not to be deemed or construed to create a relationship of employer or employee, partnership, fiduciary, joint venture, or any other relationship between the parties.

**15. Indemnification.** You shall defend, indemnify and hold Company and its managers, employees, representatives, affiliates and agents (the "Indemnified Parties") harmless from and against any damages, claims, actions, demands, lawsuits, costs, expenses and any other losses ("Losses") incurred by any of the Indemnified Parties with respect to, arising from or out of any claim that relates to or arises out of any your acts or omissions or a breach by you of the terms of this Agreement.

**16. Disclaimer/Limitation of Liability.** ALL COMPANY SERVICES ARE PROVIDED "AS IS." COMPANY MAKES NO REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED AND DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS, WHETHER OR NOT IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO SERVICES, OR ANY OF THE TRANSACTIONS REASONABLY CONTEMPLATED BY THE PARTIES PURSUANT TO THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES (some jurisdictions do not allow the exclusion of implied warranties, so the exclusion of implied warranties may not apply to the User) OR CONDITIONS OF TITLE, NON INFRINGEMENT, MERCHANTABILITY, FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT COMPANY KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED OR IS OTHERWISE, IN FACT, AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOMER USAGE IN THE TRADE OR BY COURSE OF DEALING. COMPANY (AND ITS REPRESENTATIVES, AFFILIATES AND LICENSORS) SHALL NOT BE LIABLE TO YOU (OR TO ANY PERSON CLAIMING ANY RIGHT, TITLE OR INTEREST DERIVED FROM OR AS SUCCESSOR TO YOUR RIGHT, TITLE AND



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INTEREST), WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR ANY OTHER THEORY OF LAW OR EQUITY FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, LOSS OF BUSINESS, LOSS OR CORRUPTION OF CONTENT, INTERRUPTION OR COMPUTER FAILURE ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES AND IN NO EVENT SHALL COMPANY OR COMPANY'S REPRESENTATIVES, AFFILIATES AND LICENSORS BE LIABLE TO YOU (OR TO ANY PERSON CLAIMING ANY RIGHT, TITLE OR INTEREST DERIVED FROM OR AS A SUCCESSOR TO YOUR RIGHT, TITLE AND INTEREST) IN AND FOR AN AMOUNT THAT EXCEEDS THE FEES, IF ANY, RECEIVED BY COMPANY FROM YOU WITHIN THE THREE (3) MONTHS PRIOR TO TERMINATION OF THIS AGREEMENT. THE FOREGOING LIMITATION OF LIABILITY REPRESENTS THE ALLOCATION OF RISK OF FAILURE BETWEEN THE PARTIES AS REFLECTED IN THE PRICING HEREUNDER AND IS AN ESSENTIAL ELEMENT OF THE BARGAIN BETWEEN THE PARTIES.


**17. Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada without regard to conflicts of law principles. Each party consents to personal jurisdiction, as well as exclusive venue for any claim regarding or arising out of this Agreement in the appropriate state or federal court located in Clark County, Nevada.

**18. Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement. No prior or contemporaneous representations, inducements, promises, or agreements, oral or otherwise, between the parties with respect to the subject matter of this Agreement shall be of any force or effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives and signify their respective party's understanding and acceptance of this Agreement by signing below. When countersigned by Company, the Agreement shall be effective as of the Effective Date.

CLIENT: Mid-Ohio Educational Service Center

COMPANY: BRECKPOINT, INC.

Signature:   
Name: Jenny Reed  
Title: Director of Human Resources  
Date: 9/10/2015

Signature: \_\_\_\_\_  
Name: B Trent Harper  
Title: President  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Superintendent







## **EXHIBIT 1 – Offering & Rates\***

*\* Actual offering and rates may vary depending on the Final Census, Periodic Census, minimum participation requirements, further underwriting, and/or other adjustments identified in the Services Agreement*

*[See signed Plan Checklist with offering and rates attached on next page]*



# YOUR PLAN RENEWAL CHECKLIST

## A. REQUIRED INFORMATION

Employer Name: Mid-Ohio Educational Service Center  
 Renewal Date: 09/01/2025  
 Employee Name: [Redacted] ✓  
 Employee ID: 10  
 Effective Date: 9-1-25 ✓

## B. MEDICAL BENEFIT PLAN SELECTION Please select all plans and add-on products to include in plan offering.

MONTHLY RATES	EE BASE RATE	CLAIMS FUNDING	DIRECT VIRTUAL PRIMARY CARE	COMPLETE RX	MINI-MENTAL THERAPY	QUEST SELECT	EMPLOYEE ASSISTANCE PROGRAM	PHYSICIAN MultiPlan	TOTAL EE RATE	EMPLOYER CONTRIBUTION
			\$12.00	\$7.00	\$6.00	\$6.00	\$3.00	\$0.00		
<input type="checkbox"/> MEC LITE	\$ 35.00								\$	\$
<input type="checkbox"/> MEC	\$ 60.00	\$ 6.00							\$	\$
<input type="checkbox"/> PRO	\$ 77.00	\$ 14.00							\$	\$
<input type="checkbox"/> PREFERRED	\$ 93.00	\$ 26.00							\$	\$
<input checked="" type="checkbox"/> PRO+	\$ 129.00	\$ 48.00							\$	\$
<input type="checkbox"/> MVP VALUE	\$ 405.44	\$ 223.49							\$	\$
<input type="checkbox"/> MVP VALUE+	\$ 488.36	\$ 285.07							\$	\$
<input checked="" type="checkbox"/> COMPLIANCE MVP	\$ 525.00								\$	\$

MONTHLY RATES	CLAIMS FUNDING	TOTAL EE RATE	EMPLOYER CONTRIBUTION
<input type="checkbox"/> DENTAL + VISION	\$ 9.00	\$ 26.00	\$
<input type="checkbox"/> DENTAL PRO	\$ 16.00	\$ 38.00	\$
<input type="checkbox"/> PROTECTION PACK-Employer Contribution		\$ 14.00	\$
<input type="checkbox"/> PROTECTION PACK-Voluntary		\$ 16.00	\$

## D. EMPLOYEE CHOICE SUPPLEMENTAL BENEFIT PLAN SELECTION Please select all plans to include in plan offering.

MONTHLY RATES	CLAIMS FUNDING	TOTAL EE RATE	EMPLOYER CONTRIBUTION
<input type="checkbox"/> ACCIDENT \$5,000	\$ 7.17	\$ 19.00	\$
<input type="checkbox"/> ACCIDENT \$10,000	\$ 9.31	\$ 26.99	\$
<input type="checkbox"/> CRITICAL ILLNESS \$10,000	\$ 6.46	\$ 17.91	\$
<input type="checkbox"/> CRITICAL ILLNESS \$20,000	\$ 11.77	\$ 31.16	\$
<input type="checkbox"/> HOSPITAL INDEMNITY \$1,000	\$ 6.40	\$ 20.77	\$
<input type="checkbox"/> HOSPITAL INDEMNITY \$2,000	\$ 13.04	\$ 37.28	\$
<input type="checkbox"/> CLASSIC BUNDLE	\$ 20.03	\$ 21.79	\$
<input type="checkbox"/> PREMIER BUNDLE	\$ 34.12	\$ 85.93	\$



# YOUR PLAN RENEWAL CHECKLIST

continued

## E. MINIMUM PARTICIPATION REQUIREMENTS

Minimum participation requirements do apply. Some products can be combined to meet the requirements as outlined below.

Product Offering	Minimum Participation Requirement
MEC and/or Pro/Preferred	10 Combined Minimum
Pro+	10 Product Minimum
MVP Value/MVP Value+	10 Per Product Minimum
Dental Pro and/or Dental + Vision	10 Combined Minimum
Protection Pack	10 Product Minimum OR N/A if offered with another product
Employee Choice Supplemental Plans	10 Combined Minimum for Accident, Critical Illness, and Hospital Indemnity

## F. EMPLOYER CONTRIBUTION OPTIONS

It is strongly recommended that employers contribute at least the claim funding portion of the rate towards the self-funded benefit plans. When this recommendation is followed, the excess surplus/claim funds can generally be returned directly to the employer. Some products include a reimbursement policy to protect against claims exceeding a certain retention limit. Minimum retention limits do apply - see Understanding Your Plan for details.

**If employer contributions are less than the claim funding portion, please select the option you prefer to apply (not applicable to MEC Lite, Employee Choice supplemental plans and PHCS Network Add-on):**

- ☒ Option 1 Plan surplus/claim funds will be held and not returned. After plan runout, the existing funds will be evaluated and may reduce the overall cost of the plan.
- ☐ Option 2 Surplus/claim funds may be returned to the plan sponsor in certain circumstances. If funds are returned, the employer shall remain solely responsible to adhere to ERISA and other legal requirements with respect to such excess funds.

Employer is responsible for total plan costs including claim funding and collecting employee contributions if applicable. In the event employee participation falls below the minimum participation threshold, the employer will be obligated to pay the amount corresponding to the minimum participation requirement. In the event claim funding is deficient, the employer will be obligated to fund the claims accordingly (up to a retention limit - if applicable).

**I acknowledge the terms, conditions, and plan design(s) outlined in this proposal.**

*Jennifer Reed* Jennifer Reed 8/12/2025  
Employer Signature Print Name Date



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BY THIS AGREEMENT AND THE SIGNATURE BELOW, Mid-Ohio Educational Service Center does hereby acknowledge the receipt of and adopts the Plan Document(s) as shown for the following plans effective September 01, 2025:

THE Mid-Ohio Educational Service Center Compliance MVP Group Health Plan  
THE Mid-Ohio Educational Service Center Pro+ Group Health Plan

IN WITNESS WHEREOF, this instrument is executed for Mid-Ohio Educational Service Center on or as of the day and year first below written.

September 01, 2025

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Director of Human Resources

Date: \_\_\_\_\_

*Jenny Reed*

*9/10/2025*

Signature: \_\_\_\_\_

Kevin Kimmel

Superintendent

*Kevin Kimmel*

## **PARTICIPANT AGREEMENT**

This Participant Agreement (hereinafter referred to as this "Participant Agreement"), effective September 01, 2025 (the Effective Date), among Breckpoint Insurance Company, LLC (the "Company"), a Series LLC Protected Cell captive insurance company organized under the laws of Tennessee and authorized to create unincorporated protected cells, incorporated protected cells and series protected cells, with its principal place of business located at 424 Church Street, STE. 800, Nashville, TN 37203-1312, and the entity identified in in the signature block below (individually, a "Participant" and collectively the "Participants"), in respect of their participation in the unincorporated protected cell designated MSL Protected Cell ("the Cell"). The Company and the Participants shall be sometimes referred to individually as a "Party" or together as the "Parties". This Participant Agreement constitutes the terms and conditions of the Participants involvement in the Company.

### **ARTICLE 1 PROGRAM DESCRIPTION**

The Company has been formed by Acrisure SISFC, LLC (the "Owner") as a protected cell captive insurance company under Tennessee law for the purpose of insuring or reinsuring certain policies for various entities as affiliates, controlled unaffiliated businesses, or other qualification allowed under Tennessee law, including each Participant. The Cell has been formed upon the effective date of the first participant agreement entered into by Company for the designated Cell, whether or not this Participant Agreement is such first participant agreement.

All liabilities assumed by the Company on behalf of the Cell (including pursuant to any policy of insurance or reinsurance issued by the Company on behalf of the Cell) remain liabilities of the Cell, and to the extent any Participant Liabilities (as defined in Article 2 below) are deemed to be assumed by the Company on behalf of the Cell, such Participant Liabilities remain liabilities of the Participant pursuant to this Participant Agreement.

### **ARTICLE 2 THE PROTECTED CELL**

#### **Section 1. Definitions**

- (a) Participant. Means an entity and any affiliates thereof who has executed and become a party to



this Participant Agreement.

- (b) **Participant Liabilities.** Means all liabilities attributable to the Participant, including but not limited to premiums, self-insured retention, and other liabilities identified in any policy or otherwise arising from this Participant Agreement.

**Section 2. Participation in the Cell.** Upon the Effective Date of the Participant Agreement, Participant shall become a member of Cell. All related duties and obligations owed under this Participant Agreement shall be accounted for in the Cell. The Cell shall be maintained by the Company so long as this Participant Agreement remains in effect.

**Section 3. Terms of the Cell.** It is understood and agreed that the following terms and conditions shall apply to the Cell:

- (a) the Cell shall be accounted for on the books and records of the Company separately from all other protected cells, incorporated protected cells, series protected cells or other entities to reflect the financial condition and results of operations of the Cell, net income or loss, distributions to the Participants, and such other factors as may be provided for in this Participant Agreement or required by law;
- (b) the assets of the Cell, including all cash and other investments, shall be maintained in a separate account and shall not be chargeable with liabilities arising out of any other insurance business of the Company;
- (c) the assets of the Cell may not be used to pay expenses or claims other than those attributable to the Cell as a result of the Participant Agreement;
- (d) no sale, exchange or other transfer of assets may be made by the Company between or among the Cell and any other protected cell or entity associated with the Company, except pursuant to a reinsurance agreement between the Company and Cell or as otherwise provided by this Participant Agreement or with the approval of the Commissioner of Insurance of the State of Tennessee;
- (e) no sale, exchange, transfer of assets, dividends or distributions may be made from the Cell to the Participant, except as provided by this Participant Agreement or with the approval of the Tennessee Department of Commerce and Insurance ("Department"), it being acknowledged that such approval shall not be given if the sale, exchange, transfer, dividend or distribution would result in insolvency or impairment of the Cell;
- (f) all financial records pertaining to the Cell shall be available for inspection or examination by

the Department.

- (g) this Participant Agreement and the operation of the Cell shall only take effect with the prior written approval of Department;
- (h) the Cell may be treated as an entity separate from the Company for all federal income tax purposes. Participants shall be solely responsible for the filing of any federal tax returns and the payment of any federal taxes resulting from the its own operations and its participation in the Cell. If applicable, the Company on behalf of the Cell will be responsible for the filing of the federal income tax return and/or the Tennessee premium tax return for the Cell.

Section 4. Regulatory Compliance, Notifications and Approvals. The Company shall manage and be responsible for compliance with all applicable requirements of the Department and any other regulatory agencies, whether on behalf of the-Cell or otherwise. The Company shall also be responsible for the payment of all expenses, subject to reimbursement from the Participants in accordance with Article 5, Section 1 of this Participant Agreement, arising out of the creation, management and operation of the Cell. The Participant shall use best efforts to cooperate with the Company to facilitate compliance with such requirements. The Company shall annually file with the Department such financial reports as the Department or other regulatory authority shall require, which may include accounting statements detailing the separate financial experience of the Cell. Participant shall not have any authority to act on behalf of or otherwise represent the Company. The Participant hereby agree not to take any actions which might cause the Company to be deemed to be transacting an insurance business in jurisdictions where the Company is not authorized to do so.

### **ARTICLE 3 EFFECTIVENESS AND TERMINATION OF PARTICIPANT AGREEMENT**

Section 1. Effective Date. This Participant Agreement shall be effective as of the Effective Date set forth in the preamble and shall remain in force until terminated in accordance with Article 3, Section 2 of this Participant Agreement.

Section 2. Termination. This Participant Agreement will end only after the Parties have settled and paid all obligations between the Parties relating hereto. The Parties may cancel this Participant Agreement with the others' consent; provided, however, the Participant remains obligated to the terms and conditions of this Participant Agreement until all obligations of Participant have been satisfied.

**ARTICLE 4  
CAPITAL, COLLATERAL, AND RESERVES**

Section 1. Company Capital. The Company shall always maintain the statutory required capital and surplus as required by the Department. The Company and the Participants may mutually agree that the Participants may contribute a portion of such capital, and any contribution of capital by the Participants under this Participant Agreement shall be accounted for in the Cell.

**ARTICLE 5  
PARTICIPATION EXPENSES**

The Participant shall be liable for and shall pay all Participants Liabilities, including, without limitation, that Participant shall be liable for and shall reimburse Company for one hundred percent (100%) of the Participants Liabilities for which the Company has paid or incurred.

**ARTICLE 6  
REPORTS**

The Company shall prepare and/or forward to the Participant on an annual basis (or other period designated from time to time from the Company) report(s) identifying the status of the Participant Liabilities and the Participant's participation in the Cell.

**ARTICLE 7  
NO THIRD PARTY LIABILITY OR BENEFICIARY**

Nothing in this Participant Agreement shall in any manner create any obligations or establish any rights against any Participant in favor of any third parties or any persons not parties to this Participant Agreement.

**ARTICLE 8  
REPRESENTATIONS**

Section 1. Representations by the Company. The Company makes the following representations and warranties:

- (a) It is duly authorized and qualified to carry on the business of a protected cell captive insurance company under Tennessee law and meets the requirements for carrying on such business.
- (b) It has taken all corporate action necessary to enable it to enter into and carry out this Participant Agreement.
- (c) Each such warranty and representation is material to this Participant Agreement and relied

upon by Participant in entering into this Participant Agreement. Each such representation and warranty shall continue to be true during the term of this Participant Agreement.

Section 2. Representations by Participants. Each Participant makes the following representations and warranties:

- (a) It has taken all corporate action necessary to enable it to enter into and carry out this Participant Agreement.
- (b) To the extent any regulatory approval is required in connection with Participant's participation in the Company, such approval has been obtained.
- (c) Each such warranty and representation is material to this Participant Agreement and relied upon by the Company in entering into this Participant Agreement. Each such representation and warranty shall continue to be true during the term of this Participant Agreement.

## **ARTICLE 9 GENERAL CONDITIONS**

Section 1. Insolvency of Company. Any obligation undertaken by a Participant pursuant to this Participant Agreement shall be payable by the Participant on the basis of its liability under this Participant Agreement without diminution because of any insolvency of the Company provided, however, that if the Company becomes insolvent, the Company shall reasonably cooperate with the Participant, at the Participant's cost, in connection with the sale, transfer, assignment or conversion of the Cell, in each case subject to any required approvals of the Department.

Section 2. Errors and Omissions. Participant shall not be relieved of liability by reason of an error or accidental omission by Company in reporting any claim, provided that such error or omission is rectified, and a Participant is not materially prejudiced thereby. Participant will not be liable for claims resulting from the gross negligence or, willful misconduct of the Company's employees, agents or representatives.

Section 3. Amendments. This Participant Agreement may be amended only with the written consent of all Parties; provided, however, that no amendment to this Participant Agreement shall be effective until approved by Department; and further provided that the Parties hereby consent to any amendment required or ordered by Department. If Participant objects to any amendment required or ordered by Department, then Participant shall have the right to terminate this Participant Agreement, after the date the Department requests or orders such amendment, upon thirty (30) days' notice.

Section 4. Notices. Except as otherwise specifically set forth herein, all Notices to be given by a Party shall be in writing and shall be sufficiently given if sent by first class certified mail, return receipt requested, by a nationally recognized overnight delivery service or by confirmed telecopy to the Parties at the addresses set forth below:

If to the Company:

Breckpoint Insurance Company, LLC  
Attn: Chief Legal Officer  
2908 Posten Ave.  
Nashville, TN 37203-1312

With a copy to:

Breckpoint, Inc.  
Attn: Trent Harper  
8918 Spanish Ridge Ave. STE 200  
Las Vegas, NV 89148

If to Participant:

Mid-Ohio Educational Service Center  
Attn: Jenny Reed  
890 West Fourth Street, Suite 100  
Mansfield, OH. 44906

Either Party may from time to time by Notice as provided by this Section designate a different address to which Notices shall be sent.

Section 5. Exercise of Rights. The failure or refusal by any Party to exercise any rights granted hereunder shall not constitute a waiver of such rights or preclude the subsequent exercise thereof and no oral communication shall be asserted as a waiver of any such rights hereunder unless such communication shall be confirmed in writing and signed by the Party against whom such waiver is asserted, plainly expressing an intent to waive such rights. A failure or delay to issue any timely informational report shall not alter the substantive rights and obligation hereunder unless such failure causes actual pecuniary damages to the other Party(ies).

Section 6. No Publicity. No Party shall use the name of any other Party or describe its role as Participant or the Company in any publicity releases without the affected Party'(ies)s written consent.

Section 7. Successors and Assigns. This Participant Agreement shall inure to the benefit of, and shall bind, the successors and permitted assigns of the Parties, but shall not be assignable by any Party without the prior written consent of the other Parties, which shall not be unreasonably withheld.



Section 8. Counterparts. This Participant Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Section 9. Titles. Titles used for Sections are for convenience of reference only and are not part of the terms and conditions of this Participant Agreement.

Section 10. Offset. Any of the Parties hereto shall have and may exercise at any time and from time to time, the right to offset any undisputed balance or balances, whether on account of Participation Payments or on account of Participant Liabilities or otherwise, due to such Party from any other Party hereto under this Participant Agreement.

Section 11. Confidentiality. The Parties hereby acknowledge that certain information exchanged by them pursuant to this Participant Agreement is confidential, sensitive, or proprietary in nature. A Party may designate such information as "Confidential" by written Notice to the other Parties at the time of initial disclosure of such information. Each Party agrees that such "Confidential" information shall be disclosed only to employees, agents, and representatives of the Party(ies) as is necessary for the performance of that Party(ies)'s obligations under this Participant Agreement. Such employees, agents, and representatives shall use reasonable safeguards to maintain the confidentiality of such information and to prevent its disclosure to any person not authorized to receive such information.

Section 12. Entire Agreement. No representations or statements of any kind made by any Party which are not expressly stated herein or in any written amendment hereto shall be binding on such Party. This Participant Agreement constitutes the entire agreement between the Company and Participant with respect to the subject matter hereof, and supersede all other agreements, proposals, and other communications between the Company and Participant relating to the subject matter hereof, whether oral or written. No other oral or written agreement or contract relating to the risks reinsured hereunder currently exist and/or are contemplated between the Parties.

Section 13. Applicable Law. This Participant Agreement, and future amendments hereto, shall be subject to and construed in accordance with the substantive laws of the State of Tennessee, without regard to choice of law provisions.

Section 14. No Third-Party Beneficiary. This Participant Agreement exists by and between the Parties

named herein for their exclusive benefit. This Contract shall not be deemed to create any rights or benefits for anyone other than the Parties.

Section 15. Arbitration.

- (a) If the Parties fail to resolve a dispute through mediation, they agree to submit the dispute to binding arbitration. Unless another subsequent agreement of the Parties provides an alternate method for selecting arbitrators, the arbitration shall be before a panel of three (3) arbitrators (or by agreement of the Parties, a panel of one (1) arbitrator) selected in accordance with the then-prevailing Rules of Commercial Arbitration of the American Arbitration Association ("AAA"), within sixty (60) days of the last mediation session. The AAA shall be requested by the Parties to select arbitrators who have had experience in connection with either insurance or reinsurance.
- (b) The arbitration proceeding will take place in Nashville, Tennessee, or such other location as mutually agreed by the Parties hereto. The costs of the arbitration proceeding will be divided equally between the Parties, subject to the provisions of this Section 15, subsection (c), regarding the awarding of costs.
- (c) The arbitration panel will have the authority to resolve all issues in dispute, including the panel's own jurisdiction, and to award such compensatory remedies and other remedies as the panel deems just. Notwithstanding the foregoing, the arbitration panel will have no authority to alter, add to or modify the terms of this Participant Agreement, including but not limited to the provisions regarding limitation on liability. The arbitration panel will be entitled to award to the prevailing Party its costs of the arbitration proceeding, and/or the reasonable attorneys' fees and other reasonable costs incurred by the prevailing Party in the arbitration proceeding.

Section 16. Severability. Any term or provision of this Participant Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

**IN WITNESS WHEREOF**, this Participant Agreement has been duly executed in duplicate original counterparts by the Parties as of the date first written above.

**PARTICIPANT**

**Name:** Mid-Ohio Educational Service Center

**By (Signature):** 

**Date:** 9/10/2015

**Printed Name:** Jenny Reed

**Signature:**

**Title:** Director of Human Resources



Kevin Kimmel, Superintendent

**COMPANY**

**Breckpoint Insurance Company, LLC**

**On behalf of MSL Protected Cell**

**By (Signature):** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Printed Name:** B Trent Harper

**Title:** President

