

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
ALLIANT INSURANCE SERVICES, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of the Effective Date set forth below between the **City of Lee's Summit**, a Missouri municipal corporation (the "City"), and **Alliant Insurance Services, Inc.**, a(n) incorporated company in the state of Missouri (the "Contractor"). The City and the Contractor are sometimes referred to individually as the "Party" and collectively as the "Parties".

RECITALS

- A. The City issued a Request for Proposals, RFP # 2026-029 Health Insurance Broker (the "RFP"), a copy of which is on file with the Purchasing Division, seeking proposals from Contractors to provide Health Insurance and Employee Benefit Brokerage/Consulting Services (the "Services").
- B. The Contractor responded to the RFP by submitting a proposal (the "Proposal"), incorporated herein by reference, and the City desires to enter into an Agreement with the Contractor for the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor hereby agree as follows:

1. **Recitals**. The recitals set forth above and incorporated into this Agreement by reference and shall constitute a part of this Agreement.
2. **Term of Agreement**.
 - a. **Initial Term**. This Agreement shall be effective from the Effective Date and remain in full force and effect for one (1) year thereafter (the "Initial Term"), unless terminated as otherwise provided herein.
 - b. **Renewal Terms**. After the expiration of the Initial Term, this Agreement may renew for up to four (4) successive, one-year terms (each a "Renewal Term") if it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.
 - c. **Transition Term**. Notwithstanding the expiration of the Initial Term or all available Renewal Terms, the City, at its sole discretion and upon thirty (30) days written notice to Contractor, may extend the Agreement for up to six (6) months from the date of expiration or until the City terminates the Agreement, whichever occurs earlier. Upon receipt of such written notice, Contractor shall continue to perform its obligations under this Agreement.
3. **Scope of Work**. Contractor shall provide the Services as set forth in the Scope of Work, attached hereto as **Exhibit A** and incorporated herein by reference.
4. **Compensation**. The City shall pay Contractor for the Initial Term and for each subsequent Renewal Term, if any, an amount not to exceed the line-item costs (as described in the Scope of Work) at the rates for set forth in the Fee Proposal, attached hereto as **Exhibit B** and incorporated herein by reference.

The City's Procurement Officer will only review fully documented requests for price increases after the Initial Term. If the Contractor desires to increase its prices for any Renewal Term, the Contractor shall notify the Procurement Officer sixty (60) days or more prior to the end of the Initial Term or the then current Renewal Term and will be a factor in the renewal review process. The City's Procurement Officer will determine whether the requested price increase or an alternate option is in the best interest of the City. Any price adjustment will be effective upon the effective date of the agreement Renewal Term.

5. Payments. The City shall pay the Contractor annually, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date and shall include the Purchase Order number authorizing the transaction, if applicable, and shall be delivered to the City Accounts Payable address indicated on the face of the Purchase Order or email to ap@cityofls.net, unless otherwise specified. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment. All transportation charges must be prepaid by the Contractor. If invoice is subject to a quick payment discount, the discount period will be calculated from the date of receipt of the claim Service or the Materials or the invoice, whichever is later. Invoice(s) must be submitted by July 31 for all work completed prior to June 30.

6. Safety Plan. Contractor shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration ("OSHA"), American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Contractor's sole determination, the Services to be provided do not require a safety plan, Contractor shall notify the City, in writing, describing the reasons a safety plan is unnecessary. The City reserves the right to request a safety plan following such notification.

7. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the City pursuant to this Agreement shall be the property of the City. Notwithstanding the foregoing, the City acknowledges that the Contractor, in performing the services contemplated herein, may use patented and copyrighted materials, trade secrets, proprietary data, know-how, ideas, concepts, methodologies, practices, processes, procedures, techniques and written materials of the Contractor that existed prior to the commencement of the services, and the City agrees that the Contractor shall retain all right, title and interest in and to such items; provided, however, that the Contractor hereby grants the City a non-exclusive, non-assignable, perpetual, royalty-free license to use such items that are embedded in the work product and are required for the City's own internal use of the work product.

8. Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Contractor agrees to assign specific individuals to key positions. If deemed qualified, the Contractor is encouraged to hire City residents to fill vacant positions at all levels. Contractor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.

9. Inspection; Acceptance. All work and services shall be subject to inspection and acceptance by the City at reasonable times during Contractor's performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the City.

10. Licenses; Materials. Contractor shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Contractor. The City has no obligation to provide Contractor, its employees, or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Contractor.

11. Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

12. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, director, employee and agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, fines, penalties, judgments, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under

any theory of liability whatsoever (collectively "Claims"), to the extent such Claims (or actions in respect thereof) result from the intentional, reckless, or negligent acts, misconduct, errors, directives, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor or person for which Contractor may be legally liable in the performance of this Agreement. Notwithstanding anything stated to the contrary herein, the Contractor's indemnification obligations do not include any portion of the damages, claims, expenses, or other liability that arises from the City's breach of this Agreement, violation of law, or City's own negligence, errors, omissions, or misconduct.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

13. Insurance.

13.1 General.

- A. **Insurer Qualifications.** Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Missouri, with an AM Best, Inc. rating of A or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.
- B. **No Representation of Coverage Adequacy.** Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.
- C. **Additional Insured.** All insurance coverage and self-insured retention or deductible portions, except Cyber Liability insurance, Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.
- D. **Coverage Term.** All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.
- E. **Primary Insurance.** Except for Cyber Liability insurance, Contractor's insurance shall be, or be endorsed to indicate, its primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured. Such coverage shall be at least as broad as ISO CG 20 01 04 13.
- F. **Claims Made.** In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for five (5) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the six-year period.
- G. **Waiver.** All policies, except for Cyber Liability insurance, Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement.
- H. **Policy Deductibles and/or Self-Insured Retentions.** The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.
- I. **Automatic Escalator.** The limits of liability for each policy coverage amount stated below shall be automatically adjusted upward as necessary to remain at all times not less than the maximum amount of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions pursuant to 537.600; provided that nothing herein or in any such policy shall be deemed to waive the City's sovereign immunity.

The statutory waiver of sovereign immunity for 2024 is \$3,370,137 for all claims arising out of a single accident or occurrence.

- J. **Use of Subcontractors.** If any work under this Agreement is subcontracted in any way, Contractor shall either cover all sub-contractors in the Contractor's liability insurance policy or execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.
- K. **Notice of Claim.** Contractor shall upon receipt of notice of any claim in connection with this Agreement promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. Contractor shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in an amount such that the policy aggregate becomes less than the current statutory waiver of sovereign immunity, regardless of whether such impairment is a result of this Agreement. A breach of this provision is a material breach of the Agreement.
- L. **Evidence of Insurance.** Prior to commencing any work or services under this Agreement, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. The City may reasonably rely upon the certificates of insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, Contractor shall forward renewal certificates to the City thirty (30) days prior to the expiration date. All certificates of insurance required by this Agreement shall be identified by referencing number and title of this Agreement. Additionally, certificates of insurance submitted without a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance shall specifically include the following provisions:
 - (1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
 - (a) Commercial General Liability – Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 and CG 20 37 07 04, or their equivalents.
 - (b) Auto Liability – Under ISO Form CA 20 48 or equivalent.
 - (c) Excess Liability – Follow Form to underlying insurance.
 - (2) Contractor's insurance shall be primary, non-contributory insurance with respect to performance of the Agreement.
 - (3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.
 - (4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

All Certificates of Insurance shall name the City of Lee's Summit as the certificate holder and send the certificate and any endorsements to:

City of Lee's Summit
Attn: Procurement and Contract Services
220 S.E. Green Street
Lee's Summit, MO 64063-2358

- M. **Endorsements.** Contractor shall provide the City with the necessary endorsements to ensure City is

provided the insurance coverage set forth in this Subsection.

13.2 Required Insurance Coverage.

- A. **Commercial General Liability.** Contractor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 01 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement forms CG 20 10 03 97 and CG 20 37 07 04, or their equivalents, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.
- B. **Vehicle Liability.** Contractor shall maintain Business Automobile Liability insurance with an unimpaired limit of \$1,000,000 each occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be endorsed as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.
- C. **Workers' Compensation Insurance.** Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance with an unimpaired limit of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit. The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees.
- D. **Professional Liability.** If this Agreement is the subject of any professional services or work, or if the Contractor engages in any professional services or work in any way related to performing the work under this Agreement, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.
- E. **Cyber Liability Insurance.** Including all coverages typically purchased to cover Contractor's respective work/service including, but not limited to Privacy & Security liability, Data & Network Liability, and Breach Response expenses with limits no less than \$2,000,000 per incident and \$2,000,000 Aggregate.

13.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days' prior written notice to the City.

14. Termination; Cancellation.

14.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated

without cause after receipt by Contractor of written notice by the City. The Notice of Termination shall specify the effective date of termination, which shall be not less than five (5) calendar days from the date the notice is personally delivered or ten (10) days from the date the Notice of Termination is sent by another method. Upon termination for convenience, Contractor shall be paid, for all undisputed materials or services that were delivered prior to the termination date.

- 14.2 For Cause. If either Party fails to perform any obligation pursuant to this Agreement and such Party fails to cure its nonperformance within thirty (30) calendar days after notice of nonperformance is given by the non-defaulting Party, such Party will be in default. In the event of such default, the non-defaulting Party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting Party's nonperformance is such that it cannot reasonably be cured within thirty (30) calendar days, then the defaulting Party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting Party immediately (1) provides written notice to the non-defaulting Party and (2) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed ninety (90) calendar days. In the event of such termination for cause, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

The City shall have the right to declare the Contractor in default for the following reasons, which set forth examples, but are not the only reasons the Contractor may be declared in default:

1. Upon a breach by the Contractor of a material term or condition of this Agreement, including unsatisfactory performance of the services;
2. Upon insolvency or the commencement of any proceeding by or against the Contractor, either voluntarily or involuntarily, under the Bankruptcy Code or relating to the insolvency, receivership, liquidation, or composition of the Contractor for the benefit of creditors;
3. If the Contractor refuses or fails to proceed with the services under the Agreement when and as directed by the City;
4. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are indicted or convicted after execution of the Agreement under any state or federal law of any of the following:
 - a. a criminal offense incident to obtaining or attempting to obtain or performing a public or private Agreement;
 - b. fraud, embezzlement, theft, bribery, forgery, falsification, or destruction of records, or receiving stolen property;
 - c. a criminal violation of any state or federal antitrust law;
 - d. violation of the Racketeer Influence and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of proposals or proposals for a public or private Agreement;
 - e. conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any statute described in subparagraph (d) above; or
 - f. an offense indicating a lack of business integrity that seriously and directly affects responsibility as a City contractor.
5. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are subject to a judgment of civil liability under any state or federal antitrust law for acts or omissions in connection with the submission of bids or proposals for a public or private Agreement; or
6. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities makes or causes to be made any false, deceptive, or fraudulent material statement, or fail to make a required material statement in any bid, proposal, or application for City or other government work.

14.3 Gratuities. The City may, by written notice to the Contractor, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

14.4 Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in the Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Contractor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

14.5 Conflict of Interest. No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this Agreement, and any violation of this provision renders the Agreement void. The parties shall comply with all federal conflict of interest statutes and regulations, and all applicable provisions of Sections 105.450, *et. seq.* RSMo. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed.

14.6 Transition Services. Upon expiration or termination of this Agreement for any reason or if Contractor ceases to deliver the Services, Contractor shall provide reasonable and necessary transition assistance for up to forty-five (45) days to accomplish a complete transition of the Services from Contractor to the City or any replacement provider designated solely by the City without any interruption of or adverse impact on the Services. All services related to such transition shall be performed at no additional cost beyond what would be paid for the Services in this Agreement.

15. Miscellaneous.

15.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. Contractor acknowledges and agrees that all services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. Contractor is neither prohibited from entering into other Agreements nor prohibited from practicing its profession elsewhere. City and Contractor do not intend to nor will they combine business operations under this Agreement.

15.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Missouri, and a suit pertaining to this Agreement may be brought only in courts in eastern Jackson County, Missouri. The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action.

- 15.3 Laws and Regulations. Contractor shall comply with all federal, state, and local laws, regulations, and ordinances applicable to its performance under this Agreement. The Contractor shall include similar requirements of all subcontractors in Agreements entered for performance of Contractor's obligations under this Agreement. Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (1) existing and future City and County ordinances and regulations; (2) existing and future State and Federal laws and regulations; and (3) existing and future Occupational Safety and Health Administration standards.
- 15.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into Agreements on behalf of the City and the Contractor.
- 15.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement will promptly be physically amended to make such insertion or correction.
- 15.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.
- 15.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the Party drafting the Agreement. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.
- 15.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Contractor without prior, written permission of the City, signed by the City Manager. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor. The requirements of this Agreement are binding upon the heirs, executors, administrators, successors, and assigns of both Parties.
- 15.9 Subcontracts. No subcontract shall be entered into by the Contractor with any other Party to furnish any of the material or services specified herein without the prior written and signed approval of the City. The Contractor is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Contractor.
- 15.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Contractor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.
- 15.11 Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Contractor any amounts Contractor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

15.12 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (1) delivered to the Party at the address set forth below, (2) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (3) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Lee's Summit
220 SE Green St, Lee's Summit, Missouri 64063
Attn: Procurement and Contract Services

With copy to: City of Lee's Summit
220 SE Green St, Lee's Summit, Missouri 64063
Attn: City Attorney's Office

If to Contractor: Alliant Insurance Services, Inc.
717 NE Lake Pointe Drive, Lee's Summit, MO 64064
Attn: Rick Kahle

With copy to: Legal Department (EB)
701 B Street, 6th Floor
San Diego, CA 92101
ContractsAdministration@alliant.com

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (1) when delivered to the Party, (2) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (3) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

15.13 Force Majeure. The Parties shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing for reasons beyond the Parties' reasonable control, including without limitation, by act of God, public health emergency, natural disaster fire, strike, loss or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, and any other events or circumstances beyond the reasonable control of the party, when satisfactory evidence is presented to the City, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Party not performing.

15.14 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its directors, agents, officers, or employees, except as required to perform Contractor's duties under this Agreement. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees, directors, agents, advisors or officers of Contractor as needed for the performance of duties under this Agreement. Contractor shall ensure its subcontractors are aware of and comply with this provision.

15.15 Information Technology

a. Limited Access. If necessary for the fulfillment of the Agreement, the City may provide the Contractor with non-exclusive, limited access to the City's information technology infrastructure. The Contractor understands and agrees to abide by all the City policies, standards, regulations and restrictions regarding access and usage of the City's information technology infrastructure. The Contractor shall enforce all such policies, standards,

regulations and restrictions with all the Contractor's employees, agents or any tier of subcontractor granted access in the performance of this Agreement, and shall be granted and authorize only such access as may be necessary for the purpose of fulfilling the requirements of the Agreement.

b. Data Confidentiality: All data, regardless of form, including originals, images and reproductions, prepared by, obtained by or transmitted to the Contractor in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Contractor shall not shall not, without the prior, written consent of the City Manager or authorized designee, (A) disclose data generated in the performance of the Services to any third party or (B) use City data and information.

c. Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, the Contractor must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary or this Agreement is terminated (whichever occurs first), the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed or reconstructed. Before the information discussed in this subsection is destroyed, the Contractor shall send a copy of such information to the City in a format specified by the City. Notwithstanding anything to the contrary in this Agreement, the Contractor may retain copies of the City's Confidential Information to the extent: (i) required by applicable law or regulation; or (ii) the copies are contained in electronic records or files that are automatically saved pursuant to Contractor's archiving or document retention practices or procedures and cannot reasonably be deleted. With respect to all retained copies of the Confidential Information, the Contractor will remain subject to this Agreement's confidentiality and non-disclosure obligations for so long as the copies are retained.

d. Compromised Security. In the event that data collected or obtained by the Contractor in connection with this Agreement is believed to have been compromised, the Contractor shall promptly notify the City Manager, or authorized designee. The Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

e. Permitted Access. The Contractor's employees, agents and subcontractors must receive prior, written approval from the City before being granted access to the City's information technology infrastructure and data and the City, in its sole determination, shall determine accessibility and limitations thereto. It is further agreed that a violation of this Section may be deemed to cause irreparable harm that justifies seeking injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. Contractor will not use any subcontractor without the City's consent.

f. Cessation of Operation or Support. If Contractor ceases to operate, ends support of, or otherwise divests its interest in the software and materials for which it is contracted by the City and does not assign its service obligations according to these Terms and Conditions, the Contractor shall provide the City a copy of current source code. The City agrees it shall only use the source code to support its internal use of the software.

g. Disengagement. In the event the Agreement is terminated by either party, Contractor agrees to confer back to the City all of its data, in usable and normalized format, within 30 calendar days of notice of termination. There shall be no charge for the return of City data to the City.

h. Survival. The obligations of the Contractor under this Section shall survive the termination of this Agreement.

15.16 Work Authorization Affidavit and E-Verify. Any contract for services in excess of five thousand dollars (\$5,000), the bidder or business entity, as defined in § 285.530, RSMo, shall: 1. Provide; by sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien and 2. Provide documentation affirming its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this contract. The required documentation must be from the federal work authorization program provider (e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding). Letter from Consultants reciting compliance is not sufficient. The Department of Homeland Security, U.S. Citizenship and Immigration Services, (USCIS) in partnership with the Social Security Administration (SSA) operate an FREE internet-based program called E-Verify, <http://www.dhs.gov/everify> that allows employers to verify the

employment eligibility of their employees, regardless of citizenship. Based on information provided by employees on their Form I-9, E-Verify checks the information electronically against records contained in DHS and Social Security Administration databases. There are penalties for employing an unauthorized alien, including suspension of the Consultant's business license, termination of the contract, debarment from city and State work for a period of three years or permanently, and withholding 25% of the total amount due to the Consultant. All submittals should include the signed and notarized Work Authorization Affidavit AND the electronic signature page from the E-Verify program.

Contractor. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

15.21 Time of the Essence. Time is of the essence in this Agreement. Unless otherwise specifically provided, any consent to delay in Contractor's performance of its obligation is applicable only to the particular transaction to which it relates, and is not applicable to any other obligation or transaction.

15.22 Signatory Authority. Each person signing this Agreement represents that such person has the requisite authority to execute this Agreement on behalf of the entity the person represents and that all necessary formalities have been met.

15.23 E-Signature and Counterparts. The Parties agree that this Agreement may be signed in two or more counterparts and/or signed electronically, and all such counterparts together shall constitute one and the same Agreement; such signatures shall bind the signing party in the same manner as if a handwritten signature had been delivered.

15.24 Anti-Discrimination Against Israel Act. If this Agreement has a total potential value of \$100,000 or more and Contractor has 10 or more employees, the following applies. Pursuant to Section 34.600, RSMo and to the fullest extent permitted by law, Contractor certifies that Contractor is not engaged in a boycott of Israel as of the Effective Date of this Agreement and agrees for the duration of this Agreement to not engage in a boycott of Israel as defined in Section 34.600, RSMo.

15.25 Debarment. By submission of its response, the Service Provider certifies that neither it nor its principals are presently debarred or suspended by any Federal Department or agency, including listing in the U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to or in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal Department, agency or provision of law. If the Service Provider is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date the City Manager, or the City Manager's designee, executes the Agreement ("Effective Date").

CITY OF LEE'S SUMMIT

Mark Dunning, City Manager

Date

ATTEST:


Trisha Fowler Arcuri, City Clerk

ALLIANT INSURANCE SERVICES, INC.

By

Print Name

Title



Rick Kahle

Senior Vice President

APPROVED AS TO FORM:

Edward Rucker, Chief Counsel of Management and Operations

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
ALLIANT INSURANCE SERVICES, INC.

SCOPE OF SERVICES

1.0 INTRODUCTION/DESCRIPTION OF PROJECT/SERVICES:

The City of Lee's Summit (City) requests the Contractor to provide the City with services and duties usually performed by an insurance broker/consulting Supplier to include services; actuarial analysis; report procurement; ability to prepare presentations; strategic partner for benefit management, benefit philosophy and communication partner to establish increased understanding and knowledge of benefits; marketing; and placement of various lines of insurance to find a desired product on a fee for service basis at a competitive price.

1.1 Description of Operations or Background:

The City of Lee's Summit is a rapidly growing City, located in the Kansas City Metropolitan area with a population of approximately 106,000. The City of Lee's Summit is a full-service City that offers Water Utilities, Police and Fire protection services, maintains and improves streets and related structures, Parks and community services.

The City currently offers the following benefits to all full-time employees:

- Health Insurance
- Dental Insurance
- Vision Insurance
- Wellness program
- Basic Life Insurance
- Supplemental Life Insurance
- Voluntary Accident/Critical Illness Insurance Plans
- Dependent Life Insurance
- Accidental Death and Dismemberment Insurance
- Long Term Disability
- Section 125 Flexible Spending Plan
- Employee Assistance Program
- Third party cobra/FLEX/retiree benefit management
- 457 Deferred Compensation Plans (currently 2 providers)
- Voluntary Programs may be imitated and will be analyzed annually

Currently, the Health Insurance Plan is fully insured and Cigna is the provider. The Group Health plan allows employees a choice between a HDHP with HSA, or a PPO Plan (\$750 deductible) with an FSA option. The Group plans also provide coverage for retirees of the City up to age 65. The City covers approximately 715 fulltime employees, 920 dependents and 19 retirees.

2.0 SCOPE OF SERVICES:

The Contractor is expected to be well versed in the local benefits market, coverages now available and under consideration and has experience working with public agencies of comparable size to the City of Lee's Summit who are qualified to represent the insurance and benefit interests of the City. Contractor shall offer innovative approaches and have a proven track record of maintaining quality programs and services. Given recent plan performance the City expects to engage in serious consideration of a transition to a self-funded model in 2026 (2027 renewal). The City will require analysis of ROI and value perceptions on programs. The City requires transparency of all commission, fees received as a result of brokerage of all benefit plans, and an annual accounting of fees to be completely transparent

and reported annually to the City.

The Contractor is expected to provide qualified and expert professional services including but not limited to:

- Act for the City as directed in regard to health insurance, ancillary products, Supplier management and oversight.
- Analyze existing coverage and identify or develop cost-saving alternative benefit strategies and plans when increases are projected or if the benefit marketplace adjusts to where a more advantageous position may be available to the City.
- Maintain a pulse on benefit modifications in the marketplace and make recommendations for supplemental and benefit components for existing benefit plans, keeping the City competitive with the private and public competitors.
- Provide the City's Human Resources Department with ad hoc and day-to-day assistance in the administration of health and ancillary products as needed.
- Monitor plans for benefit trends and inform the City of benefit utilization at EE levels.
- Assist in the development of long-range goals and strategies, including projections and possible savings.
- Periodic (but not less than semi-annual) written review of the City's health insurance programs and ancillary products coverage, loss data, and recommendations for modification, additional coverage/services, updating existing coverage or providing recommendations for a change in terms, conditions, limits of coverage and cost savings based on best industry practices.
- Provide detailed description of any in-house services, training and systems available to the City to ensure that customers stay compliant with regulatory standards and provide enhancements, updates on compliance or legislative requirements and guidance with implementation of requirements with the latest and most accurate information.
- Identify and compare alternative health insurance plan design, funding arrangements and implications for City regarding City cost, employee costs and administration costs for now and trends moving forward.
- Services include negotiating provider contract extensions or change and including assistance and guidance in completing all enrollment paperwork and compliance decision documents in a timely manner. Assistance with all Federal and State compliance reports.
- Assist with development of Requests for Proposals from qualified insurance and benefit providers who are familiar working with City governments as requested by the City on an annual or on as needed basis.
- Develops initial bid specifications to be submitted to the municipal marketplace for which proposals are sought.
- Health insurance Supplier management, as necessary or directed, including development of requests for proposals, collection of summaries of key proposal information, interaction with providers and evaluate proposals submitted by insurance providers specifying costs and ability of each provider to perform as required and their relative solvency.
- Provide detailed report of solicited policy renewal options available to the City, investigate and report back to staff all unsolicited benefit inquiries.
- Prepare and make presentations to the Mayor and City Council, Leadership and staff as requested.
- Provide financial and performance review of self-funded or fully insured plans. Determine annually the financial impact of different funding mechanisms.
- Provide updated comparison reports of other public and private companies' benefit plan offerings and costs to determine their competitiveness with the City programs.
- Plan and implements quarterly meeting to present analysis of City's health programs including an analysis of claims data, administrative fees, utilization and stop loss expenses and available to provide various reports as needed (i.e. benefit changes, financial, forecasting, trend analysis and experience reports).
- Serve in an advisory capacity to the City HR leadership, employees and, as requested, insurance committee or union committees.
- Regularly monitor and evaluate performance of providers, including National Rating Standards, and inform the City of measures to correct or make changes when necessary.

- Provide analysis of government or regulatory impact on the City health programs and provide information for compliance purposes.
- Act as a liaison between the City and insurance providers, on demand, and provide consultation on plan interpretation and problem resolution. Prepare legal considerations based on plan interpretation and communication talking points.
- As requested, secure legislative information or clarification of legal requirements on behalf of the City in order to educate decisionmakers on changing legislative initiatives affecting benefit management.
- Provide timely customer service and assistance to staff and retirees with explanation and selection of plans to meet their individual or family needs. When needed, assist staff and retirees with issues involving billing, claims, Supplier services, changes and general troubleshooting for individuals, and determine if wider/broader system set-up issues exist.
- Act as an advocate or ombudsman in appeal, arbitration or court process between the City and the provider on unresolved issues if needed and provide advice to enforce City, employee, retiree or dependents on network changes.
- Assist the City with the negative impact or disruption of services to employees and retirees from benefit and/or provider network changes or pharmacy changes.
- Provide regular seminars for the effective administration of benefit plans and regulatory standards.
- Provide and disseminate information to staff on new or revised state and federal legislation on benefits programs.
- Review plan documents to ensure compliance with appropriate laws and regulations and discuss any plan document amendment recommendations from all sources.
- Conduct a review of continuous compliance concerns (e.g. HIPPA, VEBA, FSA, Life) including Supplier process and assistance and reviewing changes or updates to final regulations.
- Recommend appropriate premium rates and reserves to maintain the viability of the plans to ensure that quality and cost-effective benefits are provided by the plans and establish a strategy for benefits to consider trends, prospective legislations and health practices to make long-term projections. Recommend benefit philosophy language.
- Provide annual estimates of renewal rate and cost trends to assist City staff in preparation of budget/renewal at least 12 times annually.
- Review rate proposals to ensure understanding of underlying assumptions, the appropriateness and accuracy of plan document set up and instructions.
- Audit contracts to accuracy of coverage, terms and conditions; monitor ongoing contracts, including third party administrators, to ensure contract compliance.
- Attend open enrollment meetings, if done, and assist with communication development and support for the open enrollment period with changes to existing benefits or new benefit offering.
- Provide ideas for virtual benefit open enrollment and wellness virtual programming.
- Assist with coordination of annual Benefit Fair and Open Enrollment meetings.
- Provide ideas for virtual health fairs and employee engagement.
- Assist in the development and implementation of an employee wellness program to improve employee health and reduce health insurance costs. Track an ROI on program enhancements. Track year over year participation in the programs.
- Assist with improvement for communication to City employees and retirees to include development or distribution of brochures, pamphlets, electronic communication and other employee orientation materials and perform other related consultation services as requested or needed.
- Work with City staff to develop and evaluate an employee/retiree needs and satisfaction surveys on demand.
- Except as otherwise specified, all equipment, materials and supplies required to carry out the provisions of the contract and to perform the services described in the RFP #2026-029 shall be furnished by the Contractor and shall be fit for their purpose to the reasonable satisfaction of the City. All data obtained and provided for reporting is to be provided to the City at the conclusion of any contract.

The Contractor will be expected to work in partnership with City staff, management or committees to perform the following:

- Provide recommendations in the area of design, funding, cost and administration.
- Conduct informational meetings as necessary.
- Conduct renewal negotiations with providers and prepare a complete detailed accounting of claims, provider fees, administrative expenses and charges.
- Provide City quote on separate Rx plans that would include transparency options, if requested.
- Present information and facilitate discussions with the various groups, including employee committees.
- Provide general problem solving.
- Provide annual, quarterly, monthly, and ad hoc reporting to include policy summaries, review of past years' activities and outlook for coming years market conditions.
- Provide insurance certificates as needed on all plans.
- Assistance with the City in drafting insurance specifications for contracts and agreements as requested.
- Provide other duties critical to the proper formation of health insurance plan and ancillary products.
- Assist City human resources with benefits statements, total rewards statements with detailed information about employee benefits on an annual basis, as requested.
- Recommend risk mitigation measures.
- Maintain up to date contact lists for each plan and provide to City staff.
- Provide information regarding how staff associated with our plan are background checked or trained in HIPAA and other key regulatory requirements for access to our employee information
- Provide a paper and electronic benefits guide outlining the City's benefits plan listing applicable cost.
- Provide and maintain a benefits website serving as repository for the City's benefits plan information that can be accessed from any internet connection listing applicable cost.

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
ALLIANT INSURANCE SERVICES, INC.

PROPOSAL FEES / COSTS / COMPENSATION DISCLOSURE

As consideration for the Services Contractor provides pursuant to this Agreement, Contractor will receive the compensation set forth below. To the extent applicable, this compensation information is disclosed pursuant to ERISA section 408(b)(2), and in order for City to comply with its fiduciary duty under ERISA to determine the reasonableness of the compensation Alliant will receive under the Agreement.

Contractor may be paid both direct and indirect compensation for the Services provided. Indirect compensation may include both base and contingent commissions from certain insurance carriers. Contingent commissions are generally calculated at the calendar year end and contingent upon a number of factors not directly related to City's plan. Whether Contractor receives contingent commissions is a decision made exclusively by each carrier based on their own unique set of factors. These factors include the overall number of employer plans and/or plan participants in plans for which Contractor placed insurance, and retention rates, among others. In general, payment of contingent commissions does not impact your plans' premiums. Historically, these contingent commissions are in the ranges noted in the table below. Contractor uses this contingent and supplemental compensation to staff and resource proprietary programs specifically designed to maximize the performance of your plan and provide the highest quality experience for your employees and their dependents.

1. Indirect Compensation.

The Parties agree that the total compensation payable to Contractor under this Agreement shall be \$125,000 per contract year, exclusive of any commissions received on voluntary benefits. Contractor will retain all commissions earned on non-voluntary benefits and will invoice the City at the end of each contract year for any remaining amount necessary to reach the total non-voluntary benefits compensation of \$125,000. For clarity, Contractor will retain all commissions earned on voluntary benefits and may also receive contingent compensation, neither of which shall not count toward the \$125,000 annual compensation amount.

Projected Base Compensation			
Carrier/ Vendor	Funding Type	Line of Coverage	Compensation
Cigna	Fully Insured	Med/Rx	.57% of premium
Cigna	Fully Insured	Dental	Net
MetLife	Fully Insured	Vision	Net
Hartford	Fully Insured	STD/LTD	Net
Hartford	Fully Insured	Life/Vol Life/Dep Life	Net
Hartford	Fully Insured	Accident/CI	Commissions

Allstate / American Heritage	Fully Insured	Universal Life with LTC Option	Commissions
Through Cigna		HSA	
CuraLinc		EAP	
P&A Group		FSA, COBRA, Retiree Billing Services	

- a. **Contingent Commission Opt Out.** As set forth above, Contractor may receive income as a result of contingent commission agreements with certain insurance carriers. City may opt-out of having its plan premiums included in the calculation of these contingent commissions by accessing the "opt-out" form from the link on Contractor's website: <http://www.alliant.com/Legal-Notices/Pages/Disclosure-Policy.aspx>. The parties acknowledge that these commissions, if any, are determined by insurance carriers, and if the City does not opt-out, it remains the carriers' exclusive decision to include or exclude certain premiums in any calculation. The availability of information related to the carriers' decision-making process on the payment of these contingent commissions is solely within the discretion of each insurance carrier. Note that if your organization has opted out of contingent or override commissions, Contractor returns those commissions to the carrier per the opt-out request, if received.
2. **Noncash Compensation.** Contractor may, as is standard in the industry, may receive certain non-cash compensation from Plan insurance carriers, vendors, and service providers that is not connected to any particular employer plan or Contractor client. Provision of non-cash compensation is solely within the discretion of the entity providing Contractor the non-cash compensation. This compensation can include gifts valued at less than \$100 annually, an occasional dinner, or ticket to a sporting event, or other entertainment, or reimbursements in connection with educational meetings or training events, client workshops or events, or marketing or advertising initiatives. Plan vendors, insurance carriers, and service providers may also occasionally pay or reimburse Contractor for the costs associated with, education or training events that certain Contractor team members attend, and for Contractor sponsored conferences and events.
3. **Changes in Services.** If City requests a change in Services or if changes in City's size, operations, or organization require a change in the scope and/or nature of the Services and/or Plans, the compensation described in this Section 1 will be adjusted accordingly.
4. **Method to Reach Targeted Compensation Annually.** Contractor will modify commission levels within the Medical, Dental, Life/Vol Life, Vision, LTD and STD plans at each renewal to closely approximate agreed upon compensation.