



CLIENT SERVICES AGREEMENT

This **Client Services Agreement** (this “Agreement”) is made and entered into effective as April 1, 2024, (the “Effective Date”), by and between Risk Strategies Company, (“**Risk Strategies**”) and CareerSource Central Florida (the “**Client**”). Risk Strategies and Client each a “Party”, and together the “Parties.”

WHEREAS, Client wishes to procure certain insurance brokerage and related consulting services as more fully described in Paragraph 2 below (the “Services”) from Risk Strategies, and Risk Strategies desires to provide the Services to Client.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **General Terms & Conditions.** Each Party acknowledges that this Agreement is subject to Risk Strategies’ General Terms of Business, a current copy of which is available at <https://www.risk-strategies.com/company/general-terms-of-business> and the provisions of which are hereby incorporated by reference into this Agreement. Client acknowledges that such General Terms of Business may be modified by Risk Strategies from time to time during the term of this Agreement upon 14 days’ notice to the Client.
2. **Services.** During the Term, Risk Strategies will perform the below listed services for Client in connection with Client’s Medical, Dental, Vision, Group Life/ADD, Disability and Supplemental/Voluntary insurance policies and employee benefits program. The services are further described in the Scope of Services herein attached as Exhibit “A” and incorporated herein by reference.
3. **Compensation.**
In consideration of the Services to be provided by Risk Strategies, Client agrees to pay Risk Strategies the following compensation (the "Compensation"): Client shall pay Risk Strategies an annual fee of Ninety Thousand Dollars (\$90,000.00) in exchange for the Services provided for Client’s Medical, Dental, Vision, Group Life/ADD, Disability and Supplemental/Voluntary (the “Service Fee”) and employee benefits consulting services. The Service Fee shall increase by three percent (3%) every two years (semi-annually) beginning year three (3) of the Term. The Service Fee shall become due and payable within thirty (30) days of Risk Strategies’ quarterly invoice (the first quarterly payment is due on April 1, 2024).

In the event Risk Strategies successfully negotiates “Technology Funds” from the Client’s benefits insurance carriers/providers to aid the employer in producing additional efficiencies relating to the administration of its employee benefits program and related offerings, and such funds are paid directly to the Client, Client agrees to be invoiced directly by the applicable employee benefits enrollment and administration solution (currently Bentek) provided by Risk



Strategies for 50% of the funds received to offset the cost of the employee benefits enrollment and administration system.

Notwithstanding the foregoing, Compensation for any services, policies, or lines of coverage requested by Client other than those listed in Section 2 herein is not included in the above noted Compensation and shall be determined separately by the Parties. In the event Client's operations change substantially by merger, acquisition, expansion, or other material change in scope and nature of exposures, losses and/or insurance program, Client and Risk Strategies will negotiate in good faith to revise the Agreement or this Compensation provision as appropriate.

4. **Term and Termination.** The initial term of this agreement shall be for the period following the Effective Date through June 30, 2025 and shall automatically renew for successive one (1) year periods (the "Term") unless a Party provides notice to the other Party of its intent to terminate the Agreement no later than ninety (90) days prior to the renewal date of the Agreement.
5. **Nature of Relationship.** In the performance of all services and obligations hereunder, it is mutually understood and agreed by the Parties that Risk Strategies is at all times acting and performing as an independent contractor. It is further specifically acknowledged and agreed that nothing in this Agreement shall be considered to create more than the mutual duties, responsibilities and benefits specifically set forth herein. This Agreement is not and shall not be considered an employer-employee relationship, joint venture, or partnership of any kind and neither party shall represent to any third persons that any such relationship exists.
6. **Notices.** Any and all notices permitted or required to be given hereunder shall be deemed duly given: (1) upon actual receipt if delivery is by hand; or (2) seventy-two (72) hours after deposit into the United States mail if delivery is by postage paid, registered or certified return receipt requested mail. Each such notice shall be sent to the respective party at the address indicated for such Party as set forth on the signature page or to any other address as the respective Party may designate by notice delivered pursuant to this paragraph.
7. **Miscellaneous.**

Entire Agreement. This Agreement contains the entire agreement between Client and Risk Strategies concerning the provision of the Services which are the subject hereof. This Agreement may only be amended by a written amendment signed by both Client and Risk Strategies.

Severability. Should any one or more of the provisions of this Agreement be determined to be illegal or unenforceable, all other provisions of the Agreement shall be given effect separately from the provisions of this Agreement so determined and the other provisions shall not be affected by the illegality or unenforceability.

Headings. Headings or captions of paragraphs or sections of this Agreement are for



convenience of reference only and shall not be considered in the interpretation of this Agreement.

Assignment. This Agreement will be binding upon, and inure to the benefit of, both Parties and their respective successors and assigns, including any entity with which, or into which, the Risk Strategies may be merged, or which may succeed to its assets or business. Client will not assign this Agreement without the prior written consent of Risk Strategies.

Signatures. This Agreement may be executed via facsimile or electronically, and the facsimile or electronic signature of any Party of a counterpart hereof shall be considered valid, binding, and effective for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the Effective Date.

Risk Strategies Company

By: 

Name: Kurt N. Gehring

Title: Managing Director

Address: 160 Federal Street, 4th Floor, Boston, MA 02110

With a copy to: Legal@risk-strategies.com

CareerSource Central Florida

By: 

Name: Pamela Nabors

Title: President/CEO

Address: 390 North Orange Avenue, Suite 700, Orlando, Florida 32801, United States

With a copy to: _____



Exhibit "A" – Scope of Services

Healthcare & Employee Benefits Broker Services:

- 1) Assess plans and claims history to make recommendations for improving cost savings coverage, including options for self-funded insurance, private exchanges, or any innovative healthcare solutions.
- 2) Manage annual insurance renewal procurement process.
- 3) Develop/coordinate the timely distribution of open enrollment materials. Provide presentations, agents, and carrier representatives for open enrollment meetings and one-on-one consultations.
- 4) Provide a digital/web-based platform for initial and on-going enrollments, modifications, and terminations.
- 5) Provide support for authorizations/claims/billing issues throughout the plan year.
- 6) Conduct employee and/or management training/information sessions.
- 7) Assist in developing and implementing employee wellness initiatives.
- 8) Update CareerSource Central Florida on statutory and regulatory changes and requirements pertaining to employee benefits and insurance.
- 9) Assist with all required applications, reporting and audits.
- 10) Assist with managing COBRA and health reimbursement account services.