



Kept COBRA TPA Service Agreement

Recitals

This Agreement is entered into as of Mar 18, 2026, between
St. Croix Preparatory Academy (“Employer”),
USI - Central (“Broker”), and
 Kept, Inc. DBA Kept Insurance Services (“Kept” or “TPA”).

- (a) Employer has adopted and sponsors the St. Croix Preparatory Academy Health & Welfare Plan (Plan), which is a group health plan within the meaning of the Employee Retirement Income Security Act of 1974, as amended (ERISA), and the Internal Revenue Code of 1986, as amended (the Code), for eligible employees of the Employer and their dependents.
- (b) Broker or Agent provides services to the Plan and the Employer which may include, but are not limited to, sales, analysis, advice, implementation, maintenance, and renewal of group benefits.
- (c) The Plan is required to offer continuation of coverages to certain individuals pursuant to the provisions of §4980B of the Code and Part 6, Subtitle B, Title I of ERISA (collectively referred to herein as COBRA).
- (d) Employer is the Plan’s Plan Administrator within the meaning of ERISA and the Code, and under COBRA, the Plan’s Plan Administrator has the responsibility for the administration of COBRA as it applies to the Plan.
- (e) Employer desires to obtain, and TPA desires to provide, COBRA administrative services to assist the Employer in satisfying its COBRA administration responsibilities in the Employer’s capacity as the Plan’s Plan Administrator.
- (f) TPA is considered a business associate under HIPAA with regard to the Plan and there is a separate agreement between the Plan and the TPA (as business associate) to document compliance with HIPAA’s privacy, security, and any electronic data interchange (EDI) requirements (Business Associate Contract).

In consideration of the mutual promise set forth in this Agreement, the Employer and TPA agree as follows.

Article I: Introduction

1.1 Agreement Effective Date and Term

This Agreement is effective Apr 1, 2026 (“Effective Date”). The initial term of the Agreement will be the initial 12-month period commencing on the Effective Date; thereafter, this Agreement will renew automatically for successive periods of 12 months unless this Agreement is terminated in accordance with the provisions of Section 7.4.

1.2 Scope of Services

Services to be provided under the Agreement are set forth in Article III. TPA will comply with the specifications and requirements established in the Agreement.

1.3 Definitions

“2% COBRA Administration Fee” and **“50% COBRA Administration Fee”** mean the difference between the “applicable premium” within the meaning of COBRA and the premium amount the Plan may charge for Continuation Coverage (102% of the applicable premium or 150% of the applicable premium in the case of an extension based on the disability of a Qualified Beneficiary).

“Broker” means USI - Central.

“Business Associate Contract” means the separate business associate agreement (within the meaning of HIPAA) between the Plan and TPA to document compliance with HIPAA's privacy, security, and any electronic data interchange requirements.

“COBRA” means the group health plan continuation coverage provisions of section 4980B of the Code and Part 6, Subtitle B, Title I of ERISA.

“Code” means the Internal Revenue Code of 1986, as amended, and the regulations thereunder.

“Continuation Coverage” means the continued coverages under the Plan following a Qualifying Event provided to a Qualified Beneficiary as required by COBRA.

“Continuation Coverage Period” means the period commencing on the date of a Qualifying Event and continuing for the maximum period specified in COBRA.

“Employer” means St. Croix Preparatory Academy.

“ERISA” means the Employee Retirement Security Act of 1974, as amended, and the regulations thereunder.

“HIPAA” means the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as amended, and the regulations thereunder.

“Litigation” means any litigation or other proceeding, including but not limited to any judicial or administrative proceeding, involving a dispute arising under COBRA or this Agreement, or an audit, investigation, or proceeding by the Internal Revenue Service or the United States Department of Labor involving directly or indirectly the duties or responsibilities of the Employer, the Plan Administrator, or the TPA.

“Plan” means St. Croix Preparatory Academy Health & Welfare Plan.

“Plan Administrator” means the Plan's administrator as defined in ERISA §3(16)(A). For the Plan, the Plan Administrator is the Employer.

“Protected Health Information” or **“PHI”** has the meaning assigned to such term under HIPAA.

“Qualified Beneficiary” means any individual specified in COBRA who is eligible to elect Continuation Coverage. In addition, solely to the extent the Employer elects on Exhibit B, “Qualified Beneficiary” also includes dependents of an employee whom the Employer treats as a “spouse” under the Plan (for example, domestic partners).

“Qualifying Event” means a qualifying event within the meaning of COBRA (generally, an event upon which a Qualified Beneficiary must be given the opportunity to elect Continuation Coverage as specified in COBRA).

“TPA” means third-party administrator which, in this case, is Kept, Inc. DBA Kept Insurance Services.

Article II: Employer Obligations

2.1 Information to Be Furnished to TPA

During the term of this Agreement, Employer or Broker will furnish TPA with the information necessary to provide COBRA administrative services, including, but not limited to:

- (a) The names of all Qualified Beneficiaries eligible to elect Continuation Coverage, as well as the COBRA Qualifying Event date and the type of event (i.e., termination of employment), employee census information (including the coverage that the employee had at the time of the Qualifying Event), and dependent information for all dependents covered under the employee's Plan at the time of the Qualifying Event.
- (b) Physical mailing addresses, email addresses, and any other information necessary to enable TPA to perform the administrative services under this Agreement;
- (c) Information concerning any violations of COBRA known to Employer or Broker immediately upon acquiring such information.
- (d) PHI will be subject to the privacy and security rules under HIPAA and the separate Business Associate Contract.

All information required under this Section 2.1 will be provided in such format and at such intervals as is reasonably required by, and acceptable to, Employer, Broker, and TPA. Employer, Broker and TPA recognize that certain HR, Payroll, and/or Benefits Administration platforms may provide all of the necessary information and that Employer or Broker may choose to provide TPA with access to such systems in order to fulfill this requirement, in accordance with terms and conditions of any such third-party systems.

2.2 Premiums and Grace Periods

Employer and Broker will determine the cost to the Plan for Continuation Coverage and establish the premium to be charged to Qualified Beneficiaries. Employer and Broker will also establish the length of the grace period within which a Qualified Beneficiary may pay premiums for Continuation Coverage without the loss of such coverage.

2.3 Provision of Names of Those Authorized to Act

Employer and Broker will provide TPA with the names of individuals authorized to act for the Employer and Broker (respectively) in connection with this Agreement.

2.4 Collection of Due and Unpaid Premiums

Employer will be solely responsible for collection of due and unpaid premiums owed by Qualified Beneficiaries to whom Continuation Coverage was provided and who did not remit premiums for such Continuation Coverage. All efforts to collect such amounts will be the sole responsibility of Employer.

2.5 Review of TPA Reports and Rosters

Employer and Broker must review their copies of the eligibility reports TPA provides to carriers, and the roster of participants who elect Continuation Coverage that TPA provides as and when Employer and Broker receive them. Employer or Broker must advise TPA by notice of any errors or discrepancies of which they are, or reasonably should be, aware in the eligibility reports or rosters. If Employer or Broker fails to notify TPA of such errors or discrepancies within 14 days after they receive the eligibility report or rosters, TPA shall have no liability for such errors or discrepancies.

Article III: TPA Responsibilities

3.1 TPA Services

TPA will do the following:

- (a) Determine whether a Qualifying Event has occurred.
- (b) Determine who is eligible to receive Continuation Coverage.
- (c) Determine when required COBRA notices must be furnished and provide all required COBRA notices to Qualified Beneficiaries. These include the election notice, notice of unavailability, and notice of termination within the meaning of COBRA.
- (d) If so elected on Exhibit B, mail a COBRA “general notice” to each covered employee and spouse who becomes covered by the Plan, upon the Employer’s notice to TPA (which must include the name and address of each covered employee and covered spouse), within 10 days after the TPA receives notice.
- (e) Receive all required COBRA notices from employees, spouses, dependents, and Qualified Beneficiaries.
- (f) Determine the date by when COBRA elections must be made and provide Qualified Beneficiaries all necessary election forms.
- (g) Receive and process duly executed COBRA election forms received from Qualified Beneficiaries.
- (h) Determine whether a COBRA Continuation Coverage election is valid.
- (i) Determine the duration of Continuation Coverage and whether an event has occurred that permits termination of Continuation Coverage before its maximum coverage period (including any required extension) expires.
- (j) Design, print (as required), and send monthly reminder statements to Qualified Beneficiaries who have elected Continuation Coverage stating the amount of the monthly premium for Continuation Coverage.
- (k) Receive, process, and forward to the employer amounts received as premiums from Qualified Beneficiaries for Continuation Coverage.
- (l) If the Plan provides conversion rights, notify Qualified Beneficiaries within 90 days preceding the termination of the COBRA Continuation Coverage Period of the right to convert to an individual health insurance policy upon the expiration of the COBRA Continuation Coverage Period.
- (m) To the extent elected on Exhibit B, distribute to Qualified Beneficiaries such non-COBRA documents as Employer or Broker provides TPA (for example, open enrollment materials, summary plan descriptions, summaries of material modifications, or summaries of benefits and coverage) on the date specified by the Employer or Broker, which must be at least 10 days after the day the Employer provides documents to TPA.
- (n) If the premium paid for a Qualified Beneficiary’s Continuation Coverage is less than the full current amount due, administer the partial payment consistent with COBRA and Treas. Reg. §54.4980B-8, Q/A-5(d).

- (o) To the extent applicable, comply with the terms of the separate Business Associate Contract.
- (p) TPA will provide services to assist Qualified Beneficiaries and otherwise terminated employees in finding health insurance that meets their and their family's needs which may include COBRA coverage or other insurance coverage as determined appropriate by the Qualified Beneficiary or other terminated employee. In this capacity, TPA will act as the broker for the Qualified Beneficiary or other terminated employee as well as their family.
- (q) TPA will provide services to assist Qualified Beneficiaries and otherwise terminated employees in navigating financial assistance which may include (but is not limited to) assistance with unemployment benefits, 401k management, and personal loans (either through direct offerings or through referrals to partner companies or subsidiaries).
- (r) Employer and Broker understand that in relation to services provided by TPA to Qualified Beneficiaries and otherwise terminated employees, as listed in (p) and (q), TPA may receive commissions, referral fees, and/or other payments. Additionally, Employer and Broker understand and agree that such amounts received through those means belong solely to the TPA and that neither Employer nor Broker have any rights to such amounts.

TPA is not responsible for any obligation of Employer under COBRA that arises from Employer's status as "plan sponsor" or "employer" within the meaning of ERISA.

3.2 Eligibility Reports to Carriers

TPA will establish, maintain, and update an eligibility report to all carriers identified by Employer to TPA, with a copy to Employer. Updated eligibility reports will be produced twice a month for each carrier.

3.3 Maintenance of Roster of Qualified Beneficiaries

TPA will establish, maintain, and update a roster containing the names of all participants who elect Continuation Coverage under the Plan and provide such roster to Employer and Broker on a monthly basis.

3.4 Deposit of Premium Payment

Upon receipt of premium payments from Qualified Beneficiaries for Continuation Coverage, TPA will deposit such amounts with the TPA's trust account. TPA will maintain and render accounting of the premiums received from Qualified Beneficiaries for Continuation Coverage, and remit the amounts collected to Employer at such times and in such manner as may be agreed upon by TPA and Employer, but not more frequently than monthly.

Article IV: Indemnification Provisions

4.1 Indemnification by Employer and Broker

Employer and Broker agree to indemnify and hold harmless TPA from and against any and all claims, suits, actions, liability, losses, damages, costs, charges, expenses, judgments, and settlements that TPA sustains as a result of any act or omission of Employer or Broker in connection with this Agreement.

Employer and Broker will not be obligated to indemnify TPA if it is determined that a judgment, determination, or settlement in litigation was paid as a result of an act or omission by TPA that was:

- (a) criminal or fraudulent;
- (b) an intentional disregard of TPA's obligation under this Agreement; or
- (c) grossly negligent.

Notwithstanding the foregoing, Employer and Broker will indemnify and hold TPA harmless to the extent Employer or Broker concurred in, instructed, directed, or caused such acts or omissions by TPA.

4.2 Indemnification by TPA

TPA agrees to indemnify and hold harmless Employer and Broker from and against any and all claims, suits, actions, liability, losses, damages, costs, charges, expenses, judgments, and settlements that Employer or Broker sustains as a result of any act or omission of TPA in connection with the performance of services under this Agreement.

TPA will not be obligated to indemnify Employer or Broker if it is determined that a judgment, determination, or settlement in litigation was paid as a result of an act or omission by Employer or Broker which was:

- (a) criminal or fraudulent;
- (b) an intentional disregard of Employer's or Broker's obligation under this Agreement; or
- (c) grossly negligent.

Notwithstanding the foregoing, TPA will indemnify and hold Employer and Broker harmless to the extent TPA concurred in, instructed, directed, or caused such acts or omissions by Employer or Broker.

4.3 Survival of Provision

The provisions of this Article will survive the termination of this Agreement.

Article V: General Provisions

5.1 Employer's Exclusive Responsibility for Operation of Plan

For purposes of this Agreement, Employer has the sole and exclusive authority and responsibility for the Plan, its provision of benefits, and its operation. TPA is empowered to act solely as agent for, and on behalf of, the Employer and only as expressly stated in this Agreement.

5.2 TPA as Agent

TPA agrees to perform the services specified in Article III. It is expressly understood that TPA is hereby appointed solely as the agent of Employer and not as a fiduciary or Plan Administrator of the Plan.

5.3 Liability for Benefits

The payment of benefits is the obligation of Employer. In the event that benefits become payable, even though a Qualified Beneficiary who elected Continuation Coverage (or any other individual to whom benefits have been provided under the Plan) has not paid premiums for such coverage, TPA will have no liability for payment of such benefits.

5.4 Employment of Counsel and Resolution of Litigation

In the event of Litigation, Employer, Broker, and TPA each:

- (a) Reserve the right to select and retain counsel to protect its interests;
- (b) Will notify the other Party concerning the existence of such Litigation promptly upon learning of such Litigation;
- (c) Will cooperate fully by providing the other Party with all relevant and unprivileged information and documents within its possession or control; and
- (d) Will reasonably assist the other Party in preparation for Litigation and in the defense of Litigation.

5.5 Amendment

Employer and Broker may at any time request additions, alterations, deductions, or deviations (hereinafter "Change") to the Services provided hereunder. No such Change will be made to the Services unless made pursuant to a written amendment mutually agreed upon by the parties.

5.6 Records

- (a) *Maintenance of Records.* TPA will maintain separate records with respect to the services specified herein for seven calendar years following any year in which it performs services hereunder or, if longer, such period as provided under ERISA or other applicable law.
- (b) *Inspection of Records.* TPA will permit Employer and Broker to inspect, examine, and copy records during normal business hours and upon reasonable notice from the Employer or Broker.
- (c) *Audit.* Upon not less than 14 days' notice to TPA, Employer or Broker, at Employer's or Broker's expense, may conduct a thorough audit of TPA's records related to TPA's COBRA administration services under this Agreement. Employer or Broker may audit no more often than once in any 12-month period. Employer or Broker may audit only records relating to transactions that occurred not more than 24 months before the date of notice to TPA.

5.7 Choice of Law

This Agreement and the obligations of Employer, Broker, and TPA will be governed and construed in accordance with the laws of the State of California.

5.8 Assignment

TPA may assign or transfer this Agreement and attachments or amendments issued hereunder in connection with the sale of its assets, stock, or securities or in connection with any change of control.

Article VI: Service Fees

6.1 Initial Case Setup Fee

An initial case setup fee specified in Exhibit A, attached hereto and made a part hereof, will become payable to TPA at the time this Agreement is executed.

6.2 Service Fee

A service fee specified in Exhibit A will be paid to TPA by:

Employer
 Broker

TPA reserves the right to increase or modify the service fee at any time upon 60 days' notice (subject to Employer's or Broker's right in Section 7.4(a) to object to the increase or modification and terminate this Agreement). The service fee will be paid regardless of whether a Qualified Beneficiary electing Continuation Coverage pays the premiums for such coverage for the period billed or the month enrolled in such coverage.

6.3 Additional Fees

Charges for additional services requested by Employer or Broker (as designated in 6.2) not included in the Agreement will be agreed upon prior to the performance of such service by TPA.

6.4 When Fees Are Payable

TPA will transmit an invoice to Employer or Broker (as designated 6.2) for service fees on or about the 20th day of each month and will transmit invoices to Employer or Broker for additional services immediately following the performance of such services. Payment of services due upon receipt of such invoice.

6.5 Late Penalty Fee

TPA reserves the right to charge a 1% late penalty fee compounded monthly on all past due accounts. In the event Employer or Broker (as designated in 6.2) fails to pay fees due TPA within 30 days of the invoice date, a late payment penalty will be assessed on the portion of the balance that is considered 31 days past due. The Employer or Broker is obligated to pay such penalty in addition to payment for services rendered upon receipt of penalty notification.

6.6 COBRA Administration Fee

TPA will retain the 2% COBRA Administration Fee paid by the Qualified Beneficiary and the 50% COBRA Administration Fee (after the initial 18-month continuation period has expired) payable during a period of disability extension. TPA will have complete discretion on whether to charge the 2% COBRA Administration Fee or the 50% COBRA Administration Fee or any portion of those fees.

6.7 No Waiver

The Employer's, Broker's, or TPA's failure to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder will not be construed as a waiver of such term, condition, right, or privilege in the future.

Article VII: Miscellaneous

7.1 Notices

All notices, certificates, or other communications hereunder will be sufficiently given and will be deemed given when mailed by certified or registered mail, postage prepaid, with proper address as indicated. Any party may, by written notice given by each to the other, designate any address or addresses to which notices or other communications to them will be sent when required as contemplated by this Agreement. Until otherwise provided by Employer, Broker, and TPA, all notices, certificates, and communications to each of them will be addressed as follows:

To Employer: St. Croix Preparatory Academy

4260 Stagecoach Trail

Stillwater, MN 55042

 Jennifer Fuchs
Attn: _____

To Broker: USI - Central

8000 Norman Center Drive, Suite 400

Bloomington, MN 55437

 Linda Parker
Attn: _____

To TPA: Kept, Inc.

668 N Coast Hwy Unit 1311

Laguna Beach, CA 92651

Attn: Kept Insurance Services TPA

7.2 Severability

The invalidity or unenforceability of any provision of this Agreement will not affect the other provisions of this Agreement, and this Agreement will be construed in all respects as if such invalid or unenforceable provision were omitted.

7.3 Survival of Obligations

The parties' obligations under this Agreement, which by their nature are intended to continue beyond the termination or expiration of this Agreement, will survive the termination or expiration of this Agreement.

7.4 Termination of Agreement

(a) This Agreement will terminate upon the first to occur of the following:

- (1) The expiration of 30 days after written notice has been given by Employer, Broker, or TPA to the other that Employer, Broker, or TPA has breached any material obligation under this Agreement;
 - (2) The date specified in a written notice given by TPA to Employer or Broker of TPA's termination of this Agreement due to Employer's or Broker's failure to remit to TPA charges for services;
 - (3) The expiration of 90 days after written notice has been given by Employer, Broker, or TPA to the other that either Employer, Broker, or TPA desires to terminate this Agreement; and
 - (4) The expiration of 30 days after written notice has been given by Employer or Broker to TPA that Employer or Broker objects to TPA's increase in or modification to the service fee, provided that Employer or Broker provides its notice to TPA within 30 days after Employer or Broker receives TPA's notice of the increase or modification under Section 6.2.
- (b) In the event of termination of this Agreement, TPA will, unless Employer or Broker and TPA otherwise agree:
- (1) Complete the processing of all amounts received by TPA as premiums payable by those who have elected Continuation Coverage prior to the termination;
 - (2) Release to Employer or Broker in any reasonably usable format agreed to by the Parties, all necessary records and files relating to billings, and in-force records that have been developed and maintained by TPA pursuant to this Agreement; and
 - (3) Deliver to Employer or Broker all unused materials, equipment, and specifications that were furnished by Employer or Broker.
 - (4) Employer and Broker will fulfill all lawful obligations with respect to policies affected by the written agreement, regardless of any dispute between the Employer or Broker and TPA.
- (c) If TPA performs any services pursuant to this Agreement following its termination including but not limited to services described in this Section 7.4, TPA will be entitled to its fees or other charges on the same basis as if the Agreement has continued in effect for the period during which such services were performed. TPA will transmit an invoice to Employer or Broker for services rendered following termination of this Agreement, and this invoice will be payable upon receipt.

7.5 Entire Agreement

This Agreement is entire and complete as to all of its terms and supersedes all previous agreements, promises, proposals and representations, whether oral or written. It may be executed in duplicate counterparts, each of which may be considered as original and fully enforceable. Except as otherwise provided in Article VII, no termination, revocation, waiver, modification, or amendment of this Agreement will be binding unless agreed to in writing and signed by Employer, Broker, and TPA.

IN WITNESS WHEREOF, Employer, Broker and TPA have caused this Agreement to be executed by their duly authorized representatives as of the day and year set forth above.

Dated Mar 18, 2026.

USI - Central as Broker

Kept, Inc. DBA Kept Insurance Services as TPA

By: Linda Parker

By: Christopher Reynoso

Linda Parker



Title: Broker

Title: CEO

St. Croix Preparatory Academy as Employer

By: Jennifer Fuchs

Jennifer Fuchs

Title: Executive Director

EXHIBIT A
COBRA Administration Services, as Described in Article III

1.	Initial Case Setup Fee	\$ <u>0</u>
2.	Annual Renewal Fee	\$ <u>0</u>
3.	Per Benefits Eligible Employee Per Month Fee	\$ <u>0.65</u>
4.	Monthly Maintenance Fee	\$ <u>0</u>
5.	Notification Letters	\$ <u>2</u> /letter
6.	Nonstandard Reports, Letters, etc.	Variable

EXHIBIT B
Employer Elections

Additional Qualified Beneficiaries

A “Qualified Beneficiary” means any individual specified in COBRA who is eligible to elect Continuation Coverage, **except** that the Employer may elect below also to include any dependent of an employee whom the Employer treats as a “spouse” under the Plan: *[Instruction: Check box if applicable].*

“Qualified Beneficiary” includes a covered employee’s covered domestic partner (as defined for the purpose of eligibility as a dependent under the Plan), who shall be treated as if he or she were the employee’s spouse within the meaning of COBRA.

General Notice

TPA has no obligation to provide the “general notice” under COBRA (a notice of COBRA rights and responsibilities provided to employees and spouses who become covered by a group health plan) **except** when the Employer elects below. *[Instruction: Check box below to require TPA to provide the “general notice.”]*

TPA provides the “general notice” under COBRA on the terms and subject to the conditions of this Agreement.

TPA’s Distribution of Non-COBRA Documents

TPA provides Qualified Beneficiaries forms and notices as required by COBRA for COBRA administration, **except** that Employer may elect below to authorize and direct TPA to provide Qualified Beneficiaries non-COBRA documents that Employer provides TPA on the terms and subject to the conditions of this Agreement. *[Instruction: Check box below to require TPA to provide one or more of the specified documents.]*

Employer elects to provide TPA the following additional non-COBRA documents for distribution by TPA to Qualified Beneficiaries, which TPA shall distribute on the terms and subject to the conditions of the Agreement. TPA has no responsibility for the form or content of any such documents. *[Instruction: Check all boxes that apply].*

- Open enrollment materials
- ERISA SPD and/or SMM
- ERISA summary annual report
- Summary of benefits and coverages
- Other: _____



Kept HIPAA Business Associate Agreement

This HIPAA Business Associate Agreement (“HIPAA BAA”) is made between St. Croix Preparatory Academy _____ (“Covered Entity”) and Kept, Inc. DBA Kept Insurance Services, (“Kept” or “Business Associate”) as an agreement that supplements the Service Agreement.

This HIPAA BAA is effective as of Mar 18, 2026 (“Effective Date”).

In accordance with this HIPAA BAA, Covered Entity may disclose to Kept certain "Protected Health Information" subject to the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d-6 and 1320d-9 (“HIPAA”) and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 Subparts A and E (“Privacy Rules”), the federal security standards contained in 45 C.F.R. Part 160 and 164 Subparts A and C (“Security Rules”), and the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”) contained in Section 13402 of Title XIII of the American Recovery and Reinvestment Act of 2009 (“ARRA”) (all are collectively referred to herein as the “The Regulations”).

Kept and Covered Entity hereby agree to the terms and conditions of this HIPAA BAA in compliance with the “The Regulations”.

Article I: Definitions

“**Breach**” shall have the same meaning as the term “breach” in 45 CFR

“**Breach Notification Rule**” means the Standards and Implementation Specifications for Notification of Breaches of Unsecured Protected Health Information under 45 CFR Parts 160 and 164, subparts A and D.

“**Business Associate**” means *Kept Inc. DBA Kept Insurance Services*.

“**Covered Entity**” means St. Croix Preparatory Academy.

“**Electronic Protected Health Information**” has the same meaning as the term “electronic protected health information” in 45 CFR §160.103.

“**Electronic Transactions Rule**” means the final regulations issued by HHS concerning standard transactions and code sets under 45 CFR Parts 160 and 162.

“**Enforcement Rule**” means the Enforcement Provisions set forth in 45 CFR Part 160.

“**Genetic Information**” has the same meaning as the term “genetic information” in 45 CFR §160.103.

“**HHS**” means the Department of Health and Human Services.

“**HIPAA Rules**” means the Privacy Rule, Security Rule, Breach Notification Rule, and Enforcement Rule.

“**HITECH Act**” means the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009.

“Privacy Rule” means the Privacy Standards and Implementation Specifications at 45 CFR Parts 160 and 164, subparts A and E.

“Protected Health Information” has the same meaning as the term “protected health information” in 45 CFR §160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity pursuant to this Agreement.

“Required by Law” has the same meaning as the term “required by law” in 45 CFR §164.103.

“Security Incident” has the same meaning as the term “security incident” in 45 CFR §164.304.

“Security Rule” means the Security Standards and Implementation Specifications at 45 CFR Parts 160 and 164, subparts A and C.

“Subcontractor” has the same meaning as the term “subcontractor” in 45 CFR §160.103.

“Transaction” has the meaning given the term “transaction” in 45 CFR §160.103.

“Unsecured Protected Health Information” has the meaning given the term “unsecured protected health information” in 45 CFR §164.402.

Article II: Privacy and Security of Protected Health Information

Permitted Uses and Disclosures. Business Associate is permitted to use and disclose Protected Health Information only as set forth below:

- (a) **Functions and Activities on Covered Entity’s Behalf.** To provide the following services: COBRA administration services and other services provided to Qualified Beneficiaries and otherwise terminated employees as described in the Service Agreement between Business Associate and Covered Entity.
- (b) **Business Associate’s Operations.** Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out Business Associate’s legal responsibilities, provided that—
 - (1) The disclosure is Required by Law; or
 - (2) Business Associate obtains reasonable assurance from any person or entity to which Business Associate will disclose Protected Health Information that the person or entity will—
 - (i) Hold the Protected Health Information in confidence and use or further disclose the Protected Health Information only for the purpose for which Business Associate disclosed Protected Health Information to the person or entity or as Required by Law; and
 - (ii) Promptly notify Business Associate of any instance of which the person or entity becomes aware in which the confidentiality of Protected Health Information was breached.
- (c) **Minimum Necessary.** Business Associate will, in its performance of the functions, activities, services, and operations specified above, make reasonable efforts to use, to disclose, and to request only the minimum amount of Protected Health Information reasonably necessary to accomplish the intended purpose of the use, disclosure, or request, except that Business

Associate will not be obligated to comply with this minimum-necessary limitation if neither Business Associate nor Covered Entity is required to limit its use, disclosure, or request to the minimum necessary under the HIPAA Rules. Business Associate and Covered Entity acknowledge that the phrase “minimum necessary” shall be interpreted in accordance with the HITECH Act and the HIPAA Rules.

Prohibition on Unauthorized Use or Disclosure. Business Associate will neither use nor disclose Protected Health Information, except as permitted or required by this Agreement or in writing by Covered Entity or as Required by Law. This Agreement does not authorize Business Associate to use or disclose Covered Entity’s Protected Health Information in a manner that would violate the HIPAA Rules if done by Covered Entity, except as permitted for Business Associate’s proper management and administration, as described above.

Information Safeguards.

- (a) **Privacy of Protected Health Information.** Business Associate will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to protect the privacy of Protected Health Information. The safeguards must reasonably protect Protected Health Information from any intentional or unintentional use or disclosure in violation of the Privacy Rule and limit incidental uses or disclosures made pursuant to a use or disclosure otherwise permitted by this Agreement. To the extent the parties agree that the Business Associate will carry out directly one or more of Covered Entity’s obligations under the Privacy Rule, the Business Associate will comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligations.
- (b) **Security of Covered Entity’s Electronic Protected Health Information.** Business Associate will comply with the Security Rule and will use appropriate administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that Business Associate creates, receives, maintains, or transmits on Covered Entity’s behalf.
- (c) **No Transfer of PHI Outside United States.** Business Associate will not transfer Protected Health Information outside the United States without the prior written consent of the Covered Entity. In this context, a “transfer” outside the United States occurs if Business Associate’s workforce members, agents, or subcontractors physically located outside the United States are able to access, use, or disclose Protected Health Information.

Subcontractors. Business Associate will require each of its Subcontractors to agree, in a written agreement with Business Associate, to comply with the provisions of the Security Rule; to appropriately safeguard Protected Health Information created, received, maintained, or transmitted on behalf of the Business Associate; and to apply the same restrictions and conditions that apply to the Business Associate with respect to such Protected Health Information.

Prohibition on Sale of Protected Health Information. Business Associate shall not engage in any sale (as defined in the HIPAA rules) of Protected Health Information unless it has received written authorization from an individual to do so.

Prohibition on Use or Disclosure of Genetic Information. Business Associate shall not use or disclose Genetic Information for underwriting purposes in violation of the HIPAA rules.

Penalties for Noncompliance. Business Associate acknowledges that it is subject to civil and criminal enforcement for failure to comply with the HIPAA Rules, to the extent provided by the HITECH Act and the HIPAA Rules.

Article III: Compliance With Electronic Transactions Rule

If Business Associate conducts in whole or part electronic Transactions on behalf of Covered Entity for which HHS has established standards, Business Associate will comply, and will require any Subcontractor it involves with the conduct of such Transactions to comply, with each applicable requirement of the Electronic Transactions Rule and of any operating rules adopted by HHS with respect to Transactions.

Article IV: Individual Rights

Access. Business Associate will, within 29 calendar days following Covered Entity's request, make available to Covered Entity (or, at Covered Entity's written direction, to an individual or the individual's designee) for inspection and copying Protected Health Information about the individual that is in a Designated Record Set in Business Associate's custody or control, so that Covered Entity may meet its access obligations under 45 CFR §164.524. Effective September 23, 2013, if Covered Entity requests an electronic copy of Protected Health Information that is maintained electronically in a Designated Record Set in the Business Associate's custody or control, Business Associate will provide an electronic copy in the form and format specified by the Covered Entity if it is readily producible in such format; if it is not readily producible in such format, Business Associate will work with Covered Entity to determine an alternative form and format that enable Covered Entity to meet its electronic access obligations under 45 CFR §164.524.

Amendment. Business Associate will, upon receipt of written notice from Covered Entity, promptly amend or permit Covered Entity access to amend any portion of an individual's Protected Health Information that is in a Designated Record Set in the custody or control of the Business Associate, so that Covered Entity may meet its amendment obligations under 45 CFR §164.526.

Disclosure Accounting. To allow Covered Entity to meet its obligations to account for disclosures of Protected Health Information under 45 CFR §164.528:

- (a) **Disclosures Subject to Accounting.** Business Associate will record the information specified below ("Disclosure Information") for each disclosure of Protected Health Information, not excepted from disclosure accounting as specified below, that Business Associate makes to Covered Entity or to a third party.
- (b) **Disclosures Not Subject to Accounting.** Business Associate will not be obligated to record Disclosure Information or otherwise account for disclosures of Protected Health Information if Covered Entity need not account for such disclosures under the HIPAA Rules.
- (c) **Disclosure Information.** With respect to any disclosure by Business Associate of Protected Health Information that is not excepted from disclosure accounting under the HIPAA Rules, Business Associate will record the following Disclosure Information as applicable to the type of accountable disclosure made:
 - (1) **Disclosure Information Generally.** Except for repetitive disclosures of Protected Health Information as specified below, the Disclosure Information that Business Associate must record for each accountable disclosure is (i) the disclosure date, (ii) the name and (if known) address of the entity to which Business Associate made the disclosure, (iii) a brief

description of the Protected Health Information disclosed, and (iv) a brief statement of the purpose of the disclosure.

- (2) **Disclosure Information for Repetitive Disclosures.** For repetitive disclosures of Protected Health Information that Business Associate makes for a single purpose to the same person or entity (including Covered Entity), the Disclosure Information that Business Associate must record is either the Disclosure Information specified above for each accountable disclosure, or (i) the Disclosure Information specified above for the first of the repetitive accountable disclosures; (ii) the frequency, periodicity, or number of the repetitive accountable disclosures; and (iii) the date of the last of the repetitive accountable disclosures.

- (d) **Availability of Disclosure Information.** Business Associate will maintain the Disclosure Information for at least 6 years following the date of the accountable disclosure to which the Disclosure Information relates. Business Associate will make the Disclosure Information available to Covered Entity within 59 calendar days following Covered Entity's request for such Disclosure Information to comply with an individual's request for disclosure accounting.

Restriction Agreements and Confidential Communications. Covered Entity shall notify Business Associate of any limitations in the notice of privacy practices of Covered Entity under 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information. Business Associate will comply with any notice from Covered Entity to (1) restrict use or disclosure of Protected Health Information pursuant to 45 CFR §164.522(a), or (2) provide for confidential communications of Protected Health Information pursuant to 45 CFR §164.522(b), provided that Covered Entity notifies Business Associate in writing of the restriction or confidential communications obligations that Business Associate must follow. Covered Entity will promptly notify Business Associate in writing of the termination of any such restriction or confidential communications requirement and, with respect to termination of any such restriction, instruct Business Associate whether any of the Protected Health Information will remain subject to the terms of the restriction agreement.

Article V: Breaches and Security Incidents

Reporting.

- (a) **Impermissible Use or Disclosure.** Business Associate will report to Covered Entity any use or disclosure of Protected Health Information not permitted by this Agreement not more than 59 calendar days after Business Associate discovers such non-permitted use or disclosure.
- (b) **Breach of Unsecured Protected Health Information.** Business Associate will report to Covered Entity any potential Breach of Unsecured Protected Health Information not more than 59 calendar days after discovery of such potential Breach. Business Associate will treat a potential Breach as being discovered in accordance with 45 CFR §164.410. Business Associate will make the report to Covered Entity's Privacy Officer. If a delay is requested by a law-enforcement official in accordance with 45 CFR §164.412, Business Associate may delay notifying Covered Entity for the applicable time period. Business Associate's report will include at least the following, provided that absence of any information will not be cause for Business Associate to delay the report:
- (1) Identify the nature of the Breach, which will include a brief description of what happened, including the date of any Breach and the date of the discovery of any Breach;
 - (2) Identify the types of Protected Health Information that were involved in the Breach (such as whether full name, Social Security number, date of birth, home address, account number, diagnosis, or other information were involved);

- (3) Identify who made the non-permitted use or disclosure and who received the non-permitted disclosure;
 - (4) Identify what corrective or investigational action Business Associate took or will take to prevent further non-permitted uses or disclosures, to mitigate harmful effects, and to protect against any further Breaches;
 - (5) Identify what steps the individuals who were subject to a Breach should take to protect themselves;
 - (6) Provide such other information, including a written report and risk assessment under 45 CFR §164.402, as Covered Entity may reasonably request.
- (c) **Security Incidents.** Business Associate will report to Covered Entity any Security Incident of which Business Associate becomes aware. Business Associate will make this report once per year, except if any such Security Incident resulted in a disclosure not permitted by this Agreement or Breach of Unsecured Protected Health Information, Business Associate will make the report in accordance with the provisions set forth above.

Mitigation. Business Associate shall mitigate, to the extent practicable, any harmful effect known to the Business Associate resulting from a use or disclosure in violation of this Agreement.

Article VI: Term and Termination

Term. This Agreement shall be effective as of Mar 18, 2026, and shall terminate upon termination of underlying services agreement, subject to the provisions regarding return or destruction of PHI.

Right to Terminate for Cause. Covered Entity may terminate this Agreement if it determines, in its sole discretion, that Business Associate has breached any provision of this Agreement, and after written notice to Business Associate of the breach, Business Associate has failed to cure the breach within 30 calendar days after receipt of the notice. Any such termination will be effective immediately or at such other date specified in Covered Entity's notice of termination.

Treatment of Protected Health Information on Termination.

- (a) **Return or Destruction of Covered Entity's Protected Health Information Is Feasible.** Upon termination of this Agreement, Business Associate will, if feasible, return to Covered Entity or destroy all Protected Health Information in whatever form or medium, including all copies thereof and all data, compilations, and other works derived therefrom that allow identification of any individual who is a subject of the Protected Health Information. This provision shall apply to Protected Health Information that is in the possession of any Subcontractors of Business Associate. Further, Business Associate shall require any such Subcontractor to certify to Business Associate that it has returned or destroyed all such information which could be returned or destroyed. Business Associate will complete these obligations as promptly as possible, but not later than 30 calendar days following the effective date of the termination of this Agreement.
- (b) **Procedure When Return or Destruction Is Not Feasible.** Business Associate will identify any Protected Health Information, including any Protected Health Information that Business Associate has disclosed to Subcontractors, that cannot feasibly be returned to Covered Entity or destroyed and explain why return or destruction is infeasible. Business Associate will limit its further use or disclosure of such information to those purposes that make return or destruction of such information infeasible. Business Associate will complete these obligations as promptly as possible, but not later than 30 calendar days following the effective date of the termination or other conclusion of Agreement.

- (c) **Continuing Privacy and Security Obligation.** Business Associate's obligation to protect the privacy and safeguard the security of Protected Health Information as specified in this Agreement will be continuous and survive termination or other conclusion of this Agreement.

Article VII: General Provisions

Definitions. All terms that are used but not otherwise defined in this Agreement shall have the meaning specified under HIPAA, including its statute, regulations, and other official government guidance.

Inspection of Internal Practices, Books, and Records. Business Associate will make its internal practices, books, and records relating to its use and disclosure of Protected Health Information available to Covered Entity and to HHS to determine compliance with the HIPAA Rules.

Amendment to Agreement. This Agreement may be amended only by a written instrument signed by the parties. In case of a change in applicable law, the parties agree to negotiate in good faith to adopt such amendments as are necessary to comply with the change in law.

No Third-Party Beneficiaries. Nothing in this Agreement shall be construed as creating any rights or benefits to any third parties.

Interpretation. Any ambiguity in the Agreement shall be resolved to permit Covered Entity and Business Associate to comply with the applicable requirements under the HIPAA Rules.

Indemnification. Indemnifications shall operate in accordance with indemnifications found in the underlying Service Agreement between the Covered Entity and the Business Associate.

Governing Law, Jurisdiction, and Venue. This Agreement shall be governed by the law of the state of California, except to the extent preempted by federal law.

Severability. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

Construction and Interpretation. The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. This Agreement has been negotiated by the parties at arm's-length and each of them has had an opportunity to modify the language of the Agreement. Accordingly, the Agreement shall be treated as having been drafted equally by the parties, and the language shall be construed as a whole and according to its fair meaning. Any presumption or principle that the language is to be construed against any party shall not apply. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

Notices. All notices and communications required by this Agreement shall be in writing. Such notices and communications shall be given in one of the following forms: (i) by delivery in person, (ii) by a nationally-recognized, next-day courier service, (iii) by first-class, registered or certified mail, postage prepaid; or (iv) by electronic mail to the address that each party specifies in writing.

Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the parties, written or oral, with regard to this same subject matter.

IN WITNESS WHEREOF, Employer and TPA have caused this Agreement to be executed by their duly authorized representatives as of the day and year set forth above.

Dated Mar 18, 2026.

St. Croix Preparatory Academy as Employer

Kept, Inc. DBA Kept Insurance Services as TPA

By: Jennifer Fuchs

By: Christopher Reynoso

Jennifer Fuchs



Title: Executive Director

Title: CEO