SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: July 20, 2026

Agenda Section: Consent

Agenda Item Title: Approval of Contract with the Robinson Brokerage Firm for Attentive/Next Level Prime

From/Presenters: Rita Uresti, Executive Director of Human Resources

Description: Attentive/Next Level Prime enhances the District's current medical plan through a self-insured medical reimbursement plan that is compliant with IRS regulations. This employee benefit program reimburses eligible employees for qualified out-of-pocket medical expenses and wellness services while generating tax savings for both employees and the District. Through Attentive in partnership with Next Level Prime, employees will have access to the following benefits:

- The program 24/7 telemedicine services
- No-cost primary care, laboratory services, and immunizations
- No-cost urgent care visits at Next Level Prime facilities
- Access to more than 2,000 no-cost prescription medications
- Health and wellness coaching
- Emotional wellness support
- Weight management programs
- Convenient clinic locations at Brooks City Base and the Loop 410/Highway 151 area

Historical Data: This is the first year South San Antonio ISD will contract with Robinson Brokerage Firm to provide the Attentive/Next Level Prime employee benefit program.

Recommendation: Approve the contract with Robinson Brokerage Firm for the Attentive/Next Level Prime employee benefit program.

Purchasing Director and Approval Date: Victoria Cantu | Jun 29, 2026 | Allied States #25-7525

Goal: 2. SSAISD will recruit, develop, support, and retain effective teachers, principals, and other instructional staff.

Master Service Agreement

This Master Service Agreement is made between the Client named on page 7 and Attentive, LLC, an Alabama limited liability company, located at 70 Grimes Drive, Guntersville, Alabama 35976 hereinafter referred to as ("Attentive").

WHEREAS, Attentive, by and through its agent of record, offers a program consisting of a Self-Insured Medical Reimbursement Plan (SIMRP), a Section "125" Plan, and Attentive's Preventative Care Management Plan (collectively referred to as the "Program") to qualified Clients and wishes to extend such Program to the employees of Client;

WHEREAS, Client has established the Program under I.R.C. §125, §105 and §106; and WHEREAS, the Section "125" Plan Year shall be stated in the Section "125" Plan document.

NOW THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties covenant and contract as follows:

I. TERM

The term of this Agreement shall begin on the Effective Date of the Self-Insured Medical Reimbursement Plan (the "Effective Date"). Except as described in **Section V** below, the Agreement shall continue for successive Plan Years as outlined in the SIMRP, unless a Party provides the other Party with notice no less than thirty (30) days prior to the end of the Plan Year that it elects not to renew. As used hereunder, the word "Term" shall be the SIMRP Plan Year.

II. RESPONSIBILITIES OF CLIENT

A. At least sixty (60) days prior to each open enrollment date, the Client agrees to provide Attentive with annualized employee payroll census and demographic data to determine the employees eligible for enrollment in the Program. To be eligible, an employee must be a full-time employee as defined in the Section 125 plan document and be covered by an employer sponsored group medical or other qualified health plan.

B. Client agrees to promptly provide access to all employees' payroll information upon Attentive's request for the purpose of conducting enrollments. Client further agrees to release this information to Attentive on an annual basis to recalculate, annually, each employee's allotment and employer savings through the Program. Client shall provide access to newly eligible employees during the applicable enrollment period.

C. Beginning with the Effective Date of the Program, Client agrees to pay Attentive a monthly fee per employee that participates in the Program (each, a "Participating Employee"). Fee is set forth in **Exhibit A**. The fee will be assessed, billed, and collected via ACH (or other method approved by Attentive in writing) on the 25th day of the month for the covered month.

D. Client agrees to collect, through payroll deduction, the fee for each Participating Employee as described in **Section II.C** and **Exhibit A**. On, or around, the 5th of each month Attentive will invoice Client for the fees for the initial month's payment and each consecutive month thereafter. It will be the Client's responsibility to reconcile each invoice and inform Attentive of any changes prior to the ACH payment on the 25th of the month. Client will be charged $100 if funds are not available and paid, when due, by the end of each month. Unless covered by a separate agreement, premiums for insurance products will not be collected by Attentive.

E. If Participating Employees meet certain criteria established by the Client in the SIMRP document, Client may provide tax-free reimbursements to Participating Employees for health premiums or qualified medical expenses. Client agrees to comply with applicable laws at all times in connection with performing its obligations under this Agreement, including compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") rules as well as rules under The Patient Protection and Affordable Care Act (as amended by the Health Care and Education Reconciliation Act, the "ACA").

F. Although Attentive shall prepare the Program documents for Client, it shall be the Client's sole responsibility to ensure that such documents are signed, dated and that the rules and regulations of such documents are followed.

G. Client agrees to make all Section 125 plan eligible employees available to an advisor or other designee for a one-on-one explanation of the Program and the benefits thereof during the scheduled open enrollment period, and Client shall ensure that every eligible employee will sign an Employee Election Form acknowledging their choice **TO PARTICIPATE** or **NOT TO PARTICIPATE** in the Program and the benefits thereof.

H. As between the Parties, Client acknowledges and agrees that Attentive shall retain ownership of all of its Intellectual Property Rights in and to the Program (and associated documentation) and any modifications and derivative works made thereto. "Intellectual Property Rights" means all intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, proprietary know-how, algorithms, tax calculations, moral rights, unfair competition, trade dress and similar rights in any country in the world.

III. RESPONSIBILITY OF ATTENTIVE

A. Attentive shall develop a Program-related proposal, annually, for each eligible employee and present the proposal to Client for review. A benefits advisor shall, either in person or electronically, participate in a presentation for the purpose of fully explaining the Program and the benefits associated with it.

B. Attentive shall provide the SIMRP document, the Preventative Care Management Plan document, and the Section "125" Premium Only Plan (POP) document to Client.

C. Upon eligibility and notification by Client, a benefits advisor shall meet (either in person or electronically) annually with each eligible employee for the purpose of enrolling such employee in the Program.

D. Attentive shall provide a website portal and app where employees of Client will be able to access a list of Program benefits.

E. Attentive will assist Client's payroll department, payroll company or other entity with proper payroll set-up in connection with the implementation and administration of the Program.

F. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PROGRAM

AND ALL SERVICES PROVIDED BY ATTENTIVE PURSUANT TO THIS AGREEMENT ARE PROVIDED "AS IS" AND NEITHER ATTENTIVE NOR ANY OF ITS AGENTS MAKES ANY WARRANTY, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

IV. INTENT OF INDEPENDENT CONTRACTOR STATUS

A. The Parties intend and agree that Attentive shall be in the relation of an independent contractor to Client. Nothing in this Agreement shall be construed to constitute either Party as the agent, employee, or joint venturer of the other, nor shall either Party have the right to bind the other Party or make any promises or representations on behalf of the other Party. Client shall have no control or direction over the methods by which Attentive shall perform its services an functions. Neither Party shall have a claim against the other for vacation pay, sick leave, retirement benefits, social security, worker's compensation, disability, or unemployment insurance benefits or other employee benefits of any kind. Client agrees that Attentive shall not be liable for damages suffered by Attentive or any third party on account of the acts or omissions of Client or any officer, director, member, manager, shareholder, partner, contractor, employee, or agent of Client.

B. The Parties agree to indemnify and hold the other Party harmless, including reasonable attorneys' fees incurred, from any loss, cost or expense arising from any claim against the other Party arising from any alleged joint venture, partnership or agency relationship between Client and Attentive or Attentive's subcontractors, employees, or agents, or involving any fraud, deception, false statement or misrepresentation by the other Party including any claims based on overcompensation of agent or lack or insufficiency of service.

C. The Parties are responsible for all their own expenses incurred in performing services under this Agreement. The Parties understand that they have no authority to contract in the name of or on behalf of the other Party.

V. TERMINATION

A. In the event of a material breach, violation or default (collectively, a "Breach") of any term, condition or obligation of this Agreement by one Party, which Breach is not remedied by such Party within thirty (30) days after receipt of written notice from the non-breaching Party, the non-breaching Party shall have the absolute right to immediately terminate this Agreement by giving written notice of termination to the breaching Party.

B. For purposes of **Section V.A** above**,** the following shall be deemed to be a non-exclusive list of events that constitute a Breach under this Agreement: (i) a Party's failure to pay any monies when due as required by this Agreement; (ii) the filing of a petition for reorganization, bankruptcy, receivership or insolvency by or against a Party or if a Party makes any assignment for the benefit of creditors; or (iii) Client's misrepresentation of employees' employment rolls, employee payroll hours, pay rates or salary. In the event of a Client Change of Control, this Agreement shall automatically terminate unless otherwise mutually agreed in writing between the Parties. A "Client Change of Control" shall mean a (i) a merger or combination of Client with another entity, (ii) acquisition or sale of all or substantially all of the assets of Client, or (iii) a change in ownership of the beneficial interest of 50% or more of the ownership or outstanding voting securities of Client, whether Client is the surviving entity or not, in each case whether in a single transaction or a series of transactions.

C. Upon termination of this Agreement for any reason, all of the rights and obligations of the Parties hereunder shall cease, except the following rights and obligations shall survive until fully discharged: (i) all rights and obligations of the respective parties hereunder relating to all payments or sums or costs then due and owing, (ii) all rights and obligations of the respective Parties under **Sections II.H, IV, V.C, VI, VII, VIII, IX, X, XI, XIII, XIV, XV,** and **XVI**, and (iii) all rights and obligations of the respective Parties pursuant to any claim or cause of action for Breach of this Agreement existing as of the date of termination. Upon termination of this Agreement, it shall be Client's responsibility to notify all Participating Employees that coverage has terminated and use of the Attentive portal and any other services provided by Attentive, will no longer be available for use.

VI. INDEMNIFICATION

A. Attentive agrees to indemnify, hold harmless, protect and defend Client from all third party claims, out-of-pocket expenses, reasonable attorney's fees and court costs, and direct damages caused by (i) grossly negligent acts, errors or omissions by Attentive while performing its services under this Agreement; (ii) Attentive's violations of law; (iii) Attentive's material Breach of any of its obligations under this Agreement, or (iv) a breach of the confidentiality provisions in **Section XII**.

B. Client agrees to indemnify, hold harmless, protect and defend Attentive from all third party claims, out-of-pocket expenses, reasonable attorney's fees and court costs, and direct damages caused by; (i) acts, advice, errors or omissions by Client or by any of its employees pertaining to performance under this Agreement; (ii) violations of law by Client or Client's employees; (iii) Client's material Breach of any of its obligations under this Agreement; (iv) failure by Client to authorize or make payments due to employees under any law or under a policy or agreement with Client, such as pay for commission, bonuses, taxes, profit sharing, severance, other compensation, vacation or other paid time off, or (v) a breach of the confidentiality provisions of **Section XII**.

C. EXCEPT WITH RESPECT TO A VIOLATION OF ATTENTIVE'S INTELLECTUAL PROPERTY RIGHTS, EACH PARTY'S LIABILITY ARISING OUT OF OR RELATING IN ANY MANNER TO THIS AGREEMENT, WHETHER SUCH LIABILITY IS BASED IN CONTRACT, TORT, STATUTE OR OTHERWISE, SHALL BE CAPPED AT THE TOTAL AMOUNT OF MONEY PAID OR PAYABLE TO ATTENTIVE DURING THE TERM.

VII. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to principles of conflicts of law. Client hereby irrevocably submits itself to the exclusive personal jurisdiction of the courts in and for Marshall County, Alabama or in the United States District Court, Northern District of Alabama, Middle Division, and Client hereby waives, to the full extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any such action in such court and any claim that any such action, suit or proceeding ("Action") has been brought in an inconvenient forum. The Parties desire to have any Action filed by either of them to be tried before a judge or judicial panel without a jury, and therefore: (i) agree not to elect a trial by jury of any issue triable of right by jury, and (ii) waive any right to trial by jury fully to the extent that any such right shall now or hereafter exist. This waiver of right to trial by jury is separately given, knowingly and voluntarily, by each of the Parties hereto, and this waiver is intended to encompass individually each instance and each issue as to which the right to a jury trial would otherwise accrue. Client hereby certifies that no representative or agent has represented, expressly or otherwise, that Attentive will not seek to enforce this waiver of right to trial by jury.

VIII. INTEGRATION

This Agreement, and any signed addendum attached hereto, constitutes the entire agreement between the Parties with regard to this subject matter and supersedes any and all agreements, whether oral or written, between the Parties with respect to this subject matter. Client acknowledges that it has not been induced to enter into this Agreement by any representation or warranty not set forth in this Agreement, including but not limited to any statement made by any employee or marketing agent of Attentive. Client acknowledges that Attentive has made no representation that Attentive's services or Program will improve the performance of Client's business.

IX. SEVERABILITY

Should any term, condition or provision of this Agreement be held to be unenforceable, the balance of this Agreement shall remain in force as if the unenforceable part did not exist. The captions in this Agreement are provided for convenience only and are not part of the terms and conditions of this Agreement.

X. MODIFICATION

Except as otherwise provided in this Agreement, Attentive may amend the terms and conditions of this Agreement, or may change the service offering, by giving thirty (30) day's advance written notice to Client, and Client shall then have the option to terminate the Agreement in it's sole discretion if such changes are not acceptable by providing written notice within thirty (30) days of having received the advance written notice from Attentive. Any other modifications to this Agreement must be in writing and executed by authorized representatives of both Parties to be enforceable with no penalty to Client.

XI. REMEDIES NOT EXCLUSIVE

The rights and remedies provided herein shall not be exclusive and both Parties shall have rights and remedies now or hereafter provided by law in addition to those provided for in this Agreement. Institution of an action to effect collection of payment of an amount in default or the entry of a judgment in such action shall not be deemed to be an election by Attentive nor shall it bar Attentive from pursuing other remedies available to it at law or in equity.

XII. CONFIDENTIALITY

Each Party acknowledges that, by virtue of the transactions contemplated by this Agreement, it will receive and have access to Confidential Information of the other Party and/or such other Party's Affiliates. Each Party agrees that it shall use the same means to protect such Confidential Information that it uses to protect its own confidential and proprietary information, but in any event not less than reasonable means to prevent the disclosure and to protect the confidentiality of such Confidential Information. Neither Party shall, without the prior written consent of the other Party, use such Confidential Information for any purpose other than as is expressly authorized under this Agreement. In addition, neither Party shall, without the prior written consent of the other Party, disclose such Confidential Information to any Person, except to its Representatives having a need to know such Confidential Information in order to effectuate the purposes and provisions of this Agreement and who have executed a written agreement containing obligations of nondisclosure and restrictions on use of Confidential Information no less stringent than are contained in this Agreement. Each Party shall be responsible for any violation of this **Section XII** by any of its representatives to the same extent as if such violation was attributable to such Party.

This provision shall not apply to Confidential Information that (a) was or becomes generally available to the public other than as a result of a disclosure by the recipient Party or any of its representatives, (b) was or becomes available to the recipient Party on a non-confidential basis from a source other than the Party, or its affiliate, to which such Confidential Information relates or any of its or their respective representatives, provided that such source is not bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of secrecy to, the Party to which such Confidential Information relates, or its affiliate, as applicable, with respect to such Confidential Information, (c) was rightfully received from a third party without an obligation of confidentiality, (d) was disclosed without similar restrictions by the owner of the Confidential Information to a third party, (e) was approved by the Party owning the Confidential Information, in writing, for disclosure without obligations of confidentiality, (f) was required to be disclosed pursuant to a requirement of a U.S. (Federal or State) governmental agency, applicable law, or judicial process so long as the recipient Party provides the other Party with timely prior written notice of such requirement in order to allow the owner of such Confidential Information to seek injunctive relief or other appropriate remedy, and disclosure is limited to that which is required by the governmental agency, law, or judicial process, provided further that the receiving Party continue to treat the information so disclosed as Confidential Information in all other respects, unless however the so disclosed information is subject to another exemption herein.

"Confidential Information" means, in its most expansive interpretation and usage, any and all information disclosed to, or otherwise acquired or observed by a Party or its affiliates, directors, officers, employees, agents, limited partners, shareholders, financing sources, consultants, and advisors (collectively, “representatives”), from the other Party or its representative, whether prior to, on or after the Effective Date, relating to the business of a Party, whether communicated in writing, orally, electronically, photographically, or in recorded or any other form, including, but not limited to, all sales and operating information, existing and potential business and marketing plans and strategies, financial information, cost and pricing information, onboarding and training materials, plan documents and proposals, data media, know-how, designs, drawings, specifications, trade secrets, source codes, technical information, concepts, proprietary funding strategies, tax calculations, formulae, algorithms, reports, methods, processes, techniques, operations, devices, and the like, whether or not the foregoing information is patented, tested, reduced to practice, or subject to copyright.

XIII. ATTORNEY’S FEES

If either Party refers a matter to a collection agency or brings other action as a result of a Breach of this Agreement, the prevailing Party in such collection proceeding or action shall be entitled to reimbursement for its reasonable attorney’s fees and other costs and fees incurred in such collection or action in addition to any other relief to which the Party may be entitled.

XIV. NO PARTNERSHIP OR AGENCY

Nothing set forth herein shall be deemed to create a partnership or joint venture between Client and Attentive, and no fiduciary duty shall arise from the relationship created herein. In no event may either Party act as the agent of the other Party unless specifically authorized in writing to do so.

XV. TRANSFERABILITY

Client shall not transfer or assign it's rights or obligations hereunder (whether via assignment or by operation of law). Attentive reserves the right to transfer its rights, duties and obligations hereunder.

XVI. NOTICES

Any notices under this Agreement shall be in writing and deemed given; (i) on the delivery date if delivered personally or by local commercial delivery service or if sent by facsimile transmission with printed verification of delivery; (ii) one business day after deposit with a commercial overnight carrier, with written verification of receipt; or (iii) five business days after mailing date whether or not actually accepted by addressee, if sent by U.S. mail, return receipt requested, postage and charges prepaid, or any other means of delivery for which a receipt is available.

Client agrees to abide by this Agreement and to assist Attentive and its representatives with compliance by ensuring all employees complete necessary documentation and other requirements.

The signatures on behalf of Attentive and Client below constitute execution of this Master Service Agreement.

ATTENTIVE, LLC	**CLIENT**
______________________________	______________________________
Signature of Signing Officer	Entity Legal Name
______________________________	______________________________
Typed/Printed Name of Signing Officer	Signature of Signing Officer
______________________________	______________________________
Title of Signing Officer	Typed/Printed Name of Signing Officer
______________________________	______________________________
Date	Title of Signing Officer
	______________________________
	Date

EXHIBIT A
PROGRAM FEES

Regarding the fees outlined in this **Exhibit A**, Client will collect all fees, and will pay Attentive the amounts designated below, according to the terms outlined in **Sections II.C and II.D** of this Agreement.

Total fee due from Client:	$133.00 per month per Participating Employee

Fee is broken out, as follows:

• Each Participating Employee will contribute	$118.00 per month per Participating Employee
• Client will contribute	$15.00 per month per Participating Employee

__________ Client	__________ Attentive

