

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (“**Agreement**”) is effective January 1, 2025 (“**Effective Date**”) between **Alliant Insurance Services, Inc.**, a California corporation with its principal place of business at 18100 Von Karman Ave, 10th Floor, Irvine, CA 92612 (“**Alliant**”), and **Fremont County Colorado** with its principal place of business at **615 Macon Ave., Canon City, CO 81212** (“**Client**”).

Alliant and Client may be referred to in this Agreement individually as a “Party” and together as the “Parties.” The schedules, attachments and exhibits referenced in and attached to this Agreement shall be deemed an integral part of this Agreement and the term Agreement as referenced herein shall include all schedules, attachments and exhibits. In the event any inconsistency or conflict exists between the provisions of this Agreement and any schedules, attachments or exhibits attached hereto, the provisions of this Agreement shall supersede the provisions of any such schedules, attachments or exhibits.

1. **Services.**

- a. **Scope of Services.** Alliant shall provide the services described in Schedule I (collectively, “**Services**”) for Client’s employee benefit plan(s) for which Alliant is designated as the broker of record (“**Plan(s)**”).
- b. **Services Warranty.** Alliant warrants that the Services will be performed in a professional and workmanlike manner in accordance with industry standards and in compliance with applicable laws and regulations.

2. **Compensation Disclosure.** In consideration for the Services, Alliant discloses the compensation it receives pursuant to this Agreement in Schedule II.

3. **Client Obligations.**

- a. **Service-Specific Obligations.** Client shall be responsible for all client obligations identified in Schedule I.
- b. **Client-Provided Information.** Client shall, promptly after the Effective Date and thereafter upon Alliant’s request, provide all information requested by Alliant that may be necessary for Alliant to perform the Services, including, without limitation, information about Client, Client’s existing employee benefits plans, loss experience, and risk exposures; provided that, Client shall not provide Alliant with any individual’s personally identifiable information unless Alliant specifically requests such information in order to perform the Services. Client acknowledges that Alliant relies on such Client-provided information in order to perform the Services. Client confirms that all information it provides to Alliant will be complete and accurate.
- c. **Material Changes.** Client shall promptly report to Alliant in writing any significant changes in exposures, loss-related data, Client’s operations, coverages or limits, lines of coverage, or any other change that will change the scope or nature of Client’s insurance plans.
- d. **Review.** Client shall promptly review coverage documents, templates, and other documents for the Plan(s) provided by Alliant, the insurer, or the third party administrator (TPA), to ensure that the documents are consistent with Client’s specifications. Client shall promptly inform Alliant of any discrepancies or required changes.

- e. **Delay.** Client shall perform its obligations under this Section 3, including the obligation to provide all information requested by Alliant, as soon as practicable but no later than the dates agreed upon by Alliant and Client. Alliant is not liable for any delay or partial performance in performing the Services to the extent such delay or partial performance arises from Client's delay in performing its obligations under this Section 3 or promptly making decisions related to the Plan(s).

4. **Disclaimers.**

- a. **Not Legal or Tax Advice.** Alliant is not responsible for Client's compliance with any laws, regulations, and/or statutes affecting the Plan(s). None of the services, advice, recommendations, or communications provided by Alliant constitutes legal or tax advice, analysis, or opinion, and Client shall not interpret or rely on any of Alliant's services, advice, recommendations, or communications as legal or tax advice, analysis, or opinion.
- b. **No Fiduciary Relationship.** Alliant will not have discretionary authority or discretionary control with respect to the administration or management of any of the Plan(s). Alliant also will not have authority to exercise any discretion or control with regard to the management, use, or disposition of any assets of the Plan(s) and will not render any investment advice with respect to the Plan(s) or any assets of the Plan(s). Alliant does not provide services as a fiduciary of the Plan(s), and its performance of the Services will not make it a "fiduciary" for purposes of the Employee Retirement Income Security Act of 1974 ("**ERISA**"), as amended. Client shall not represent that Alliant is a fiduciary for purposes of ERISA.
- c. **Plan Recommendations and Funding.** Any plans or plan provisions recommended by Alliant are solely recommendations, and Client, not Alliant, has the ultimate authority to select and modify the plans. Alliant shall have no responsibility, risk, liability, or obligation for funding the Plan(s). All responsibility, risk, liability, and obligation for funding the Plan(s) lies solely with the Plan(s) and the plan sponsor(s).
- d. **Preferred Pricing.** Alliant expended resources and goodwill to negotiate favorable pricing terms from certain third party vendors or service providers for the benefit of Alliant's clients (such negotiated pricing terms, "**Preferred Pricing**"). To the extent Client engages a third party to provide services for the Plan and benefits from such third party's Preferred Pricing as a client of Alliant, Client acknowledges that its access to such Preferred Pricing will terminate upon the termination of this Agreement.
- e. **Other Brokers.** Alliant is not responsible for, and hereby disclaims all liability for, any acts, errors, and/or omissions of Client's previous brokers, consultants, and/or advisors. If Client has any employee benefits plan(s) for which Alliant is not the broker of record, Alliant is not responsible for performing any services with respect to such plan(s) and hereby disclaims all liability for any acts, errors, and/or omissions of Client's other brokers, consultants, and/or advisors.

5. **Confidentiality.**

- a. **Definitions.** The Services and work product exchanged by the Parties under this Agreement are to be used exclusively to carry out the terms, conditions, and purposes set forth in this Agreement. During the Term, the Parties may each exchange information considered confidential, proprietary, and/or trade secret,

including, without limitation, financial information, pricing information, intellectual property, ideas, concepts, systems, designs, research and technical information, business and operational policies, plans, processes, procedures and strategies, system design and operating specifications, data, recommendations, proposals, reports and similar information (collectively, "**Confidential Information**"). Confidential Information specifically includes the compensation information contained in Schedule II and any amendments or addendums to this Agreement containing information on the compensation Alliant receives under the terms of this Agreement. For purposes of this Section 5, the Party disclosing Confidential Information is the "**Disclosing Party**" and the Party receiving Confidential Information is the "**Receiving Party.**"

- b. **Exclusions.** Confidential Information does not include information that is (i) in, or that becomes part of, the public domain other than as a result of a breach of this Section 5; (ii) independently developed by the Receiving Party as demonstrated by its records; (iii) lawfully known by the Receiving Party, without any obligation of confidentiality or other restriction on use or disclosure, prior to disclosure of the information by Disclosing Party; or (iv) disclosed by a third party whom the Receiving Party has no reason to believe has any confidentiality or fiduciary obligation to such information's owner.
- c. **Legal Compulsion.** A Receiving Party may disclose Confidential Information only to the extent necessary to comply with a valid order of a court or governmental agency with proper jurisdiction or as required by law or regulation; provided that, the Receiving Party shall, to the extent allowed by law, promptly advise the Disclosing Party of the order, subpoena, or request in order to enable the Disclosing Party to employ lawful means to avoid or limit disclosure. Either Party is also entitled to release Confidential Information as required to prosecute or defend any claim under this Agreement; provided however, that the Party seeking to release or use the information shall take all reasonable steps necessary to avoid disclosing Confidential Information, including filing documents and papers under seal.
- d. **Non-Disclosure; Reasonable Efforts.** Except as otherwise provided in this Agreement or as required by applicable law, a Receiving Party shall not distribute, use, or rely upon Confidential Information without the Disclosing Party's permission. Additionally, except as otherwise provided in this Agreement, a Receiving Party shall not directly or indirectly communicate, divulge, or otherwise disclose the Confidential Information to any unauthorized person or entity. The Parties shall employ reasonable and customary business practices to protect and secure Confidential Information from unauthorized release or distribution and to limit access and usage of Confidential Information to those employees, officers, directors, agents, subcontractors, representatives, and advisors (including, without limitation, attorneys, accountants, and financial advisors) (collectively, its "**Representatives**") who have legitimate "need to know" the information in order to perform under this Agreement and who are bound by obligations of confidentiality no less restrictive than this Section 5. The Receiving Party will be liable for any breach of this Agreement by any of its Representatives.
- e. **Ownership of Confidential Information.** Except as otherwise provided in this Agreement, Confidential Information is and remains the absolute and exclusive property of the Disclosing Party and its unique and variable asset.
- f. **Return of Confidential Information.** Upon this Agreement's termination or earlier upon the Disclosing Party's request, the Receiving Party shall promptly return all

Confidential Information, including all copies, received in non-electronic form and shall destroy all information received electronically. Notwithstanding anything to the contrary in this Agreement, the Receiving Party may retain copies of Confidential Information in order to comply with legal or regulatory requirements and any electronic files automatically saved pursuant to its archiving and document retention procedures and that cannot reasonably be deleted; with respect to all such retained copies, the Receiving Party will remain subject to the confidentiality obligations stated in this Section 5 for so long as the copies are retained.

- g. Survival.** The obligations contained in this Section 5 will survive termination of this Agreement for a period of two years or longer as required by law. Nothing in this section limits or otherwise diminishes the protections afforded to trade secret information or by applicable law.
- h. Injunctive Relief.** A breach of this Section 5 may cause irreparable injury to a Disclosing Party. For this reason, in the event of a breach, a Disclosing Party is entitled to seek injunctive relief or other equitable relief, without prejudice to any other remedies that may be available.

6. Licenses and Ownership.

- a. Media License.** To the extent that Alliant will prepare benefit brochures, open enrollment materials, or other benefit communications for Client's employees (collectively, "**Benefit Materials**"), and Client has or will provide photographs, images, other media, trademarks, and/or logos (collectively, "**Media**") to include in the Benefit Materials, Client hereby grants Alliant a worldwide, perpetual, royalty-free, non-exclusive, sublicensable right and license to use the Media in the Benefit Materials. This license includes the right to use, reproduce, edit, crop, retouch, distribute, and create derivative works of the Media as needed to incorporate the Media into the Benefit Materials and to otherwise prepare and distribute the Benefit Materials. Client represents and warrants that (i) it is the owner of the Media or has the right to grant Alliant the licenses to use the Media, free of all liens, claims, and encumbrances; and (ii) Alliant's use of the Media as specified in this Agreement will not infringe the rights, including the personal or proprietary rights, of any other party.
- b. Other Client Information.** Client hereby grants Alliant a worldwide, royalty-free, non-exclusive, sublicensable, and revocable license to use all Client-provided information as necessary to provide the Services. Client represents and warrants that it has or will obtain the necessary consents from each individual before providing or otherwise disclosing any of the individual's personally identifiable information to Alliant.
- c. Ownership.** Except as otherwise expressly stated in this Agreement, Client will retain all ownership rights in the Media and other Client-provided information. Alliant will retain all ownership rights to all information, data, benefit analysis, materials, specifications, and products supplied by Alliant (collectively, "**Work Product**"), together with all intellectual property rights in the Work Product. Work Product is solely for use by Client and its Plan(s) and may not, without Alliant's prior written consent, be shared with anyone other than Client's employees and advisors who have a legitimate need to know, Plan participants and beneficiaries, or as required by law.

7. Term and Termination.

- a. **Term.** Unless terminated in accordance with this Section 7, this Agreement will have an initial term of three years from the Effective Date ("**Initial Term**"), after which it will automatically renew for successive one-year periods ("**Renewal Term(s)**"). The Initial Term and all Renewal Term(s) are collectively the "**Term.**"
- b. **Termination.**
 - i. **For Convenience.** Either Party may terminate this Agreement by notifying the other Party in writing of its intent not to renew the Agreement at least 60 days before the end of the Initial Term or the then-current Renewal Term. Additionally, during any Renewal Term, either Party may terminate this Agreement for any reason upon 90 days' prior written notice.
 - ii. **For Cause.** During the Initial Term or any Renewal Term, either Party may terminate this Agreement if the other Party's material breach remains uncured for 30 days following its receipt of the terminating Party's written notice of the breach.
- c. **Final Fees.** No later than 30 days after this Agreement's termination, Alliant shall issue a final invoice for any services performed and expenses incurred by Alliant on or before the Agreement's effective date of termination and that remain payable by Client. The Client shall pay such invoice within 45 days of its receipt of the invoice.
- d. **Survival.** Except as otherwise stated in this Agreement, the rights and obligations contained in Sections 5, 7, 8, 9, 10, and 11 of this Agreement shall survive the termination of this Agreement.

8. Indemnification.

- a. **Claims Subject to Indemnification.** With respect to any action, claim, suit, investigation, or proceeding brought by a third party and that arises out of this Agreement (each, a "**Third Party Claim**"), each Party ("**Indemnitor**") shall indemnify, defend, and hold harmless the other Party, including its affiliates and each of their officers, directors, employees, and assigns (each, an "**Indemnitee**"), from and against all losses, damages, claims, fines, penalties, costs, and expenses (including reasonable attorneys' fees) (collectively, "**Losses**") arising out of that Third Party Claim to the extent the Losses resulted from the Indemnitor's breach of this Agreement, negligence, willful misconduct, and/or violation of applicable law or regulation.
- b. **Process.** Indemnitee shall promptly notify Indemnitor in writing of any claims subject to indemnification under this Section 8, provided that Indemnitee's delay in providing such notice will not relieve Indemnitor of its indemnification obligations except to the extent that Indemnitor is materially prejudiced by the delay. Indemnitor, at its sole expense, will have the right to control the defense and settlement of the claim. Indemnitor may settle or consent to the entry of any judgment with respect to any claim involving only the payment of money, but shall not, without the Indemnitee's prior written consent, which shall not be unreasonably withheld, settle any other claim or consent to any judgment that obligates Indemnitee to take any independent action or pay money. Indemnitee shall reasonably cooperate with the Indemnitor, at Indemnitor's expense, in connection with the defense of any claim subject to this Section 8 and shall, at the Indemnitor's expense, provide all information reasonably

requested for defense of such claim. The Indemnitee may, at its own expense, retain separate counsel and participate in (but not control) any action under this Section 8.

9. **Limitation of Liability.** *Alliant will not be liable to Client for any special, indirect, consequential, or punitive damages arising out of this Agreement, even if Alliant knows of the possibility of such damages. Additionally, Alliant will not be liable to Client for damages of any kind in an amount in excess of the total amount Client paid to Alliant for the Services in the twelve-month period preceding the Incident giving rise to such liability. Notwithstanding the foregoing, nothing in this Section 9 shall limit a Party's indemnification obligations under Section 8 or limit a Party's liability resulting from the Party's fraud, gross negligence, or willful misconduct.*

10. **Miscellaneous.**

a. **Independent Contractor.** Alliant is an independent contractor for Client. This Agreement does not create a partnership, joint venture, franchise, employment, or any agency relationship between the Parties. Neither Party has any authority to act on behalf of the other Party or bind the other Party in any respect; provided, however, that Alliant has the authority to act as a broker on behalf of Client as contemplated hereunder.

b. **Notice.** All notices given under this Agreement shall be in writing and deemed given: (i) on the business day when delivered personally; (ii) one business day after being sent by a reputable overnight courier services (charges prepaid); or (iii) five business days after being sent by certified mail (charges prepaid). Notices must be sent to the Party's following address or any other address that the Party designates by proper notice:

If to Client:

Fremont County Colorado at
615 Macon Ave.,
Canon City, CO 8121
Attn: Alicia Stone

If to Alliant:

Alliant Insurance Services, Inc.
6400 S Fiddlers Green Circle, 20th flr
Attn: Justin D. Suddath

With a copy to:

General Counsel
701 B Street, 6th Floor
San Diego, CA 92101


c. **Governing Law; Venue.** This Agreement will be governed by and construed in accordance with the laws of California without regard to its conflicts of law principles, and the Parties each consent to the exclusive jurisdiction of the state and federal courts in California.

d. **Assignment.** Neither Party may assign this Agreement without the prior written consent of the other Party, except that prior written consent will not be required for a Party to assign this Agreement to its successor in interest after a merger, consolidation, reorganization, or sale of substantially all of that Party's assets. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the Parties and their permitted successors and assigns.


- e. **Waiver.** A Party's failure to enforce any provision of this Agreement shall not be construed as a waiver of that provision and shall not prevent the subsequent enforcement of each and every provision of this Agreement.
- f. **No Third Party Beneficiaries.** Except as stated in this Agreement, this Agreement does not create any right or cause of action in or on behalf of any person or entity other than the Parties.
- g. **Entire Agreement; Amendments; Severability.** This Agreement, together with its attached schedules, constitutes the entire agreement between the Parties relating to its subject matter and supersedes all prior or contemporaneous agreements, negotiations, representations and proposals of any kind, whether written, oral, express or implied, related to its subject matter. Any modification to this Agreement must be in writing and signed by authorized representatives of both Parties. If any provision of this Agreement is declared invalid by a court of competent jurisdiction, that provision will be severed from this Agreement without affecting the validity or enforceability of all other provisions of this Agreement, which will remain in full force and effect.
- h. **Construction.** The Parties jointly negotiated the terms of this Agreement and each Party has had an opportunity to review and discuss each provision with legal counsel, to the extent desired. Therefore, the normal rule of construction that construes any ambiguities against the drafting party shall not be employed in the interpretation of this Agreement.

SO AGREED:

Fremont County Colorado

By: 
Name: *Desayne McFall*
Title: *Owner*

Alliant Insurance Services, Inc.

By: 
Name: Justin D. Suddath
Title: VP, Employee Benefits

SCHEDULE I Services

1. **Plans and Lines of Coverage.** The services set forth in Schedule I.a. apply to the following Client's current group benefits programs. Core benefits included:

- Medical benefit plans
- Pharmacy benefit plans
- Stop loss insurance
- Wellness plans

Standard Services

Service	Frequency
<u>Overall Strategy</u>	
Set/review goals and objectives against financial strategies	Annually
Evaluate market trends, competitive environment, and culture	Annually
Develop/refresh multiyear strategic glide path and financial plan to support goals and objectives	Annually
Benchmark plan designs, costs and contributions	Annually
Facilitate planning meetings and prepare executive-level documents as necessary	Annually
Evaluate funding and risk retention strategies	As Needed
Develop and manage service/benefit calendar	Annually
<u>Financial and Renewal Management</u>	
Deliver expected vs. budget reports including claim experience, fixed fees, and high cost claims	Quarterly
Prepare pre-renewal analysis to inform renewal strategy	Annually
Initiate renewals with vendors, negotiate annual rates and terms and conditions	Annually
Conduct self-insured underwriting analysis	Annually
Price plan design alternatives	Annually
Develop employer premiums and calculate COBRA rates	Annually
Model employee contributions	Annually
Develop budget projections	Annually
Calculate annual reserve (IBNR) estimates	Annually

Service	Frequency
<u>Marketing and Placement Support</u>	
Prepare request for proposals (RFP) - evaluate potential vendors and develop bid specifications	As needed
Conduct detailed bid analysis – compare financial and quality responses, review plan designs, evaluate alternative cost and funding alternatives, negotiate performance guarantees	As needed
Facilitate finalist meetings and scorecard analysis; negotiate best and final rates	As needed
Implementation support: facilitate project plan management, review administrative agreements and contract terms and conditions	As needed
<i>Optional/Additional Marketing and Placement Services:</i>	
Conduct network discount and disruption analysis	As needed
<u>Vendor Management</u>	
Manage and regularly evaluate insurance carrier and service provider relationships	Ongoing
Conduct utilization review meetings	Semi-Annually
Support escalated claim or plan design issues	As needed
Review plan document changes (contracts, policies, SBCs)	Annually
<u>Health, Well-being and Productivity</u>	
Develop well-being strategy (including incentive design) in combination with annual benefit objective setting and strategy discussions	Annually
Assist in navigating the vendor landscape as it pertains to well-being programs and point solutions	Ongoing
Support marketing of vendors	As needed
Provide access to standard communication toolkit including monthly newsletter, annual communications calendar, health educational flyers and pamphlets on relevant health conditions and well-being initiatives	As needed
Share clinical opinion guides and infographics on common topics such as preventive care, cancer, diabetes, stress, screenings and biometrics	As needed
Support annual review of program engagement, participation and outcomes reports and provide feedback and recommendations	As needed
Provide templates for employee and employer surveys and assessments	As needed
<u>Compliance</u>	
Offer ongoing education through webcasts, podcasts, white papers, and legislative alerts	Ongoing
Provided daily Q&A support by designated Alliant compliance consultant on client's group health plan compliance questions, e.g. ERISA, COBRA, HIPAA, ACA, section 125, etc.	Ongoing
Prepare 5500s, SARs, and PCORI fees	Annually

Service	Frequency
Provide consolidated annual notices package that includes the main Federal requirements including Medicare Part D, HIPAA privacy, Women's Healthcare Rights Act	Annually
Provide template documents for ERISA compliance including wrap plan documents, SPD's, Summary Material Modifications, COBRA model notices, customizable HIPAA Privacy and Security policies and procedures	As needed
<i>Optional/Additional Compliance Services:</i>	
Access to Human Resources Support Service, e.g., HR Workplace or similar service	Ongoing
<u>Communications</u>	
Facilitate communication strategies for open enrollment and new hires	Annually
Assess current communication materials provided by vendors and developed in-house	Annually
Draft open enrollment materials based on Alliant's template materials including announcement letter/email, open enrollment PowerPoint, benefit guides	Annually
Provide consolidated annual notices package that includes the main Federal requirements including Medicare Part D, HIPAA privacy, Women's Healthcare Rights Act	Annually
Coordinate vendor materials and supplies to support open enrollment	Annually
Provide access to library of videos and educational materials	As needed
<i>Optional/Additional Communications Services:</i>	
Create custom employee communication campaign and electronic materials	As needed
Offer professional voiceover recordings	As needed
Conduct open enrollment meetings and/or virtual or live benefits fairs	Annually

a. Analytics Services

Service	Frequency
<u>Financial Services</u>	
Contribution analysis, including advising on potential employee contribution structure to achieve strategic goals	Once annually
Plan design change analysis	As needed
Creditable coverage analysis—Medicare or state specific	Once annually
Provide financial impact of new regulation	As needed
Carrier change discount database comparison (major carrier networks only)	Once annually
Track and monitor stop loss claim reimbursements through plan year	As needed
Trend analysis	Once annually
Fully-insured v. self-insured analysis	As needed

SCHEDULE II COMPENSATION DISCLOSURE

As consideration for the Services Alliant provides pursuant to this Agreement, Alliant 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 Client to comply with its fiduciary duty under ERISA to determine the reasonableness of the compensation Alliant will receive under the Agreement.

Alliant 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 Client's plan. Whether Alliant 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 Alliant 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. Alliant 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. Direct Compensation.

- a. **Fees.** Client shall pay Alliant the following fees for the Services set forth above.

Client shall pay Alliant on a per-employee-per-month ("PEPM") basis. The PEPM fee is \$27. Please Note: The monthly fee is included in Cigna's premium rates and will be paid by Cigna Alliant directly on a monthly basis.

2. Indirect Compensation.

Carrier/Vendor	Funding Type	Line of Coverage	Supplemental Compensation ¹
Cigna Healthcare	Level- Funded	Medical, Pharmacy	00.0% - 0.01%

¹ As a % of Estimated Fully Insured Premium or Self-Funded Fully Insured Equivalent Premium. Supplemental compensation is estimated based on historical amounts received across Alliant's book of business by carrier by line of coverage.

- a. **Contingent Commission Opt Out.** As set forth above, Alliant may receive income as a result of contingent commission agreements with certain insurance carriers. Client 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 Alliant'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 Client 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, Alliant returns those commissions to the carrier per the opt-out request, if received.

- b. Noncash Compensation.** Alliant may, as is standard in the industry, receive certain non-cash compensation from Plan insurance carriers, vendors, and service providers that is not connected to any particular employer plan or Alliant client. Provision of non-cash compensation is solely within the discretion of the entity providing Alliant 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 Alliant for the costs associated with, education or training events that certain Alliant team members attend, and for Alliant sponsored conferences and events.
- c. Changes in Compensation.** As required under ERISA 408(b)(2), Alliant will provide timely, updated disclosures for any changes in the compensation set forth above.
- d. Changes in Services.** If Client requests a change in Services or if changes in Client'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.
- e. Disclosure by Other Plan Service Providers.** Any other plan service provider that is subject to the 408(b)(2) disclosure requirements is required to make its own independent 408(b)(2) disclosure and any such disclosure is not included in this Agreement.



BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into by and between Fremont County Colorado ("Covered Entity" or "Plan"), as administered by Fremont Co. CO (Plan Sponsor) and Alliant Insurance Services, Inc., a California corporation ("Business Associate"), as of the date last written below. Each Covered Entity and Business Associate are sometimes referred to herein singularly as "Party" and collectively as "Parties."

Pursuant to the Parties' separate services agreement ("Services Agreement") or Plan Sponsor's designation of Business Associate as the Broker of Record (BOR) for certain group health plan benefits offered under the Plan, as applicable, Business Associate has agreed to perform certain services for or on behalf of the Covered Entity that may involve the creation, maintenance, use, transmission or disclosure of protected health information within the meaning of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and its implementing regulations, 45 CFR Parts 160 and 164 ("HIPAA Rules") ("Covered Services").

To the extent the Parties have entered into a written Services Agreement, this Agreement supplements the Services Agreement and all other concurrent and future agreements between the Parties that may involve protected health information and compliance with HIPAA. The Agreement is intended to and shall be interpreted to satisfy the requirements for business associate agreements as set forth in the HIPAA Rules as they have been amended, including but not limited to privacy and security amendments of the Affordable Care Act and the Health and Human Services ("HHS") Omnibus Final Rule.

Business Associate understands and acknowledges that it is subject to the HIPAA Rules, and that violation of the HIPAA Rules carries significant penalties as described in 45 CFR § 160.404. Business Associate also understands that it is subject to and must comply with the Health Information Technology for Economic and Clinical Health Act ("HITECH") privacy provisions of the American Recovery and Reinvestment Act, as well as with any applicable state privacy laws.

WHEREFORE, for valuable consideration, including the mutual promises and benefits as set forth below, the Parties agree as follows:

DEFINITIONS

- I. **General Definitions.** The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
- II. **Specific Definitions.**
 - (A) **Business Associate** shall generally have the same meaning as the term "business associate" at 45 CFR § 160.103, and in reference to the Party to this Agreement, shall mean Business Associate.
 - (B) **Covered Entity** shall generally have the same meaning as the term "covered entity" at 45 CFR § 160.103, and in reference to the Party to this Agreement, shall mean Covered Entity.
 - (C) **Protected Health Information ("PHI")** shall generally have the same meaning as the term "protected health information" at 45 CFR § 160.103, and shall include any individually

identifiable information that is created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity that relates to an Individual's past, present, or future physical or mental health, health care, or payment for health care, whether such information is in oral, hard copy, electronic, or any other form or medium.

AGREEMENT

- I. **Recitals Incorporated.** The recitals above are expressly incorporated into the terms of this Agreement.
- II. **Relationship of the Parties.** Business Associate is, and at all times during this Agreement shall, be acting as an independent contractor to the Covered Entity, and not as the Covered Entity's agent. Covered Entity shall not have authority to control the method or manner in which Business Associate performs its services on behalf of Covered Entity, provided that Business Associate complies with the terms of this Agreement and the HIPAA Rules. Business Associate shall not have authority to bind Covered Entity to any liability unless expressly authorized by Covered Entity in writing, and Covered Entity shall not be liable for the acts or omissions of Business Associate. Business Associate shall not represent itself as the agent of Covered Entity. Nothing in this Agreement shall be deemed to establish an agency, partnership, joint venture or other relationship except that of independently contracting entities.
- III. **Business Associate Responsibilities.** Business Associate agrees to:
 - (A) Fully comply with the HIPAA Rules as they apply to business associates.
 - (B) Not use or disclose PHI except as permitted by this Agreement or as otherwise required by law.
 - (C) Use appropriate safeguards to prevent the use or disclosure of PHI other than as permitted by this Agreement. Business Associate shall comply with the requirements in 45 CFR Part 164, Subpart C applicable to business associates, including the use of administrative, physical and technical safeguards to protect electronic PHI. Such safeguards will include, but not be limited to, Business Associate conducting periodic risk assessments with respect to Covered Entity's PHI. Business Associate shall, to the extent reasonably possible, implement and follow recognized security practices consistent with H.R. 7898, enacted into law on January 5, 2021. Business Associate shall provide Covered Entity with all information reasonably requested about such safeguards, including whether Business Associate follows such recognized security practices and, if so, which practice or practices.
 - (D) Within thirty (30) days after discovery, report to Covered Entity any use or disclosure of PHI not permitted by this Agreement, applicable state privacy laws, or the HIPAA Rules of which Business Associate becomes aware, including but not limited to reporting breaches of unsecured PHI as required by 45 CFR § 164.410, reporting security incidents as required by 45 CFR § 164.314(a)(2)(i)(C), and reporting breaches and security incidents of Business Associate's contractors and subcontractors.
 - (E) Fully cooperate with Covered Entity's efforts to promptly investigate, mitigate, and notify third parties of breaches of unsecured PHI or security incidents as required by the HIPAA Rules.
 - (F) Ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same or equivalent restrictions, conditions, and requirements set forth in this Agreement, applicable state privacy laws, HITECH, and the HIPAA Rules applicable to such subcontractors. Without limitation, Business Associate shall ensure that any subcontractors comply with the applicable requirements of 45 C.F.R. Parts 160, 162, and 164. Business Associate shall fulfill this requirement by executing a written agreement with any subcontractors in compliance with the requirements of the HIPAA Rules. To the extent required by applicable law or other binding regulatory guidance, Business Associate shall not disclose PHI to a "tracking technology vendor" (as

defined in guidance issued by the DHHS) unless: (i) Business Associate has entered into an agreement with such tracking technology vendor in accordance with this Section; and (ii) such disclosure is permitted or required under the Privacy Rule and this Agreement.

- (G) **Reproductive Health Information.** Business Associate shall comply with all requirements imposed on business associates under the HIPAA Privacy Rule to Support Reproductive Health Care Privacy promulgated by DHHS, including, but not limited to, the attestation requirement under 45 C.F.R. § 164.509.
- (H) **Substance Use Disorder Information.** The parties acknowledge and agree that records subject to 42 C.F.R. Part 2 ("Part 2") may be used and disclosed only as permitted under Part 2.
- (I) **Within fifteen (15) days following Covered Entity's request, make available to Covered Entity any PHI in Business Associate's control as necessary to enable Covered Entity to satisfy its obligations to provide an Individual with access to PHI under 45 CFR § 164.524.**
- (J) **Within fifteen (15) days following Covered Entity's request, make available to Covered Entity any PHI for amendment and incorporate any amendments to PHI as necessary to enable Covered Entity to satisfy its obligations under 45 CFR § 164.526.**
- (K) **Maintain information concerning Business Associate's or subcontractors' disclosures of PHI as required by 45 CFR § 164.528(a)-(b) and, within fifteen (15) days following Covered Entity's request, make such information available to Covered Entity as necessary to enable Covered Entity to render an accounting of disclosures pursuant to 45 CFR § 164.528.**
- (L) **To the extent Business Associate is to carry out Covered Entity's obligations under 45 CFR Part 164, Subpart E, comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.**
- (M) **Make Business Associate's internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by, Business Associate on behalf of Covered Entity, available to the Secretary for purposes of determining Covered Entity's compliance with the HIPAA Rules.**

IV. Uses and Disclosures by Business Associate.

- (A) **Permissible Uses and Disclosures.** Business Associate may use or disclose PHI only as follows:
 - (1) As necessary to perform the services set forth in the Services Agreement.
 - (2) To de-identify PHI in accordance with 45 CFR § 164.514(a)-(c).
 - (3) As required by law.
 - (4) For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that any disclosures for these purposes (a) are required by law, or (b)(i) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and (b)(ii) the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - (5) To provide data aggregation services relating to the health care operations of Covered Entity as defined in 45 CFR § 164.501.
- (B) **Impermissible Uses or Disclosures.** Business Associate may not use or disclose PHI in a manner that would violate 45 CFR Part 164, Subpart E, if done by Covered Entity except

for the specific uses and disclosures set forth in Sections IV(A)(1)-(5), if applicable.

- (C) **Minimum Necessary.** Business Associate agrees to use or disclose the minimum amount of PHI necessary for a permitted purpose pursuant to this Section IV, Covered Entity's policies and procedures, and 45 CFR § 164.502(b).

V. Obligations and Duties of Covered Entity.

- (A) **Notice of Privacy Practices.** Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitation(s), if any, may affect Business Associate's use or disclosure of PHI. Covered Entity may satisfy this requirement by providing Business Associate with the notice of privacy practices that it delivers in accordance with 45 C.F.R. § 164.520, as well as any changes to such notice.
- (B) **Notice of Individual Permission.** Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- (C) **Notice of Other Restrictions.** Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (D) **Impermissible Requests.** Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rule if done by Covered Entity.

VI. Term and Termination. Unless otherwise agreed in writing by the Parties, this Agreement shall be effective as of the date executed by the Parties and shall continue until terminated as provided below.

- (A) **Termination.** This Agreement shall terminate on the date the Services Agreement or BOR, as applicable, is terminated for any reason. In addition, this Agreement may be terminated earlier as follows:
 - (1) Covered Entity may terminate this Agreement without cause upon sixty (60) days' prior written notice to Business Associate.
 - (2) Covered Entity may terminate this Agreement upon thirty (30) days' prior notice if Covered Entity determines that Business Associate or any subcontractor has violated the HIPAA Rules, a material term of this Agreement, or otherwise engaged in conduct that may compromise the PHI. Subject to Section VI(A)(3), Business Associate shall have the opportunity to cure the breach or violation within the 30-day notice period. If Business Associate fails to cure the breach or violation within the 30-day notice period, Covered Entity may immediately terminate this Agreement.
 - (3) Notwithstanding Section VI(A)(2), Covered Entity may terminate this Agreement immediately if Business Associate or any subcontractor engages in any conduct that Covered Entity reasonably believes may result in adverse action against Covered Entity by any governmental agency or third party.
- (B) **Termination of Services Agreement.** Notwithstanding anything in the Services Agreement to the contrary, Covered Entity shall have the right to terminate the Services Agreement immediately if Business Associate's creation, maintenance, use, transmission or disclosure of PHI is a material purpose of the Services Agreement and this Agreement is terminated for any reason.
- (C) **Obligations of Business Associate Upon Termination.** Upon termination of this Agreement for any reason, Business Associate shall with respect to PHI received from

Covered Entity, or created, maintained, used, or received by Business Associate on behalf of Covered Entity:

- (1) If feasible, return all PHI to Covered Entity or, if Covered Entity agrees, destroy such PHI.
- (2) If the return or destruction of PHI is not feasible, continue to extend the protections of this Agreement and the HIPAA Rules to such information, and not use or further disclose the information in a manner that is not permitted by this Agreement or the HIPAA Rules, and Business Associate will notify the Covered Entity of the retained information in writing. The notification shall include: (a) a statement that the Business Associate has determined that it is infeasible to return or destroy the PHI in its possession; and (b) the specific reasons for such determination. Business Associate further agrees to extend any and all protections, limitations and restrictions contained in this Agreement to the Business Associate's use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible. If it is infeasible for the Business Associate to obtain from employees, contractors, subcontractors, or agents any PHI in their possession, the Business Associate must provide a written explanation to Covered Entity and require the employees, contractors, subcontractors, or agents to agree to extend any and all protections, limitations, and restrictions contained in this Agreement to their use and/or disclosure of any PHI retained after the termination of the Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible.

(D) **Survival.** Business Associate's obligations under Section VI shall survive termination of this Agreement.

- VII. **Regulatory References.** A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- VIII. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time to comply with the requirements of the HIPAA Rules and any other applicable laws.
- IX. **Governing Law.** This Agreement shall be construed to comply with the requirements of the HIPAA Rules, and any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules. All other aspects of this Agreement shall be governed under the laws of The State of Colorado and all actions shall be venued in the state or district courts of The State of Colorado.
- X. **Assignment/Subcontracting.** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective legal representatives, successors, and assigns. Business Associate may assign or subcontract rights or obligations under this Agreement to subcontractors or third parties without the express written consent of Covered Entity provided that Business Associate complies with Section III(F), above. Covered Entity may assign its rights and obligations under this Agreement to any successor or affiliated entity.
- XI. **Cooperation.** The Parties agree to cooperate with each other's efforts to comply with the requirements of the HIPAA Rules and other applicable laws; to assist each other in responding to and mitigating the effects of any breach of PHI in violation of the HIPAA Rules or this Agreement; and to assist the other Party in responding to any investigation, complaint, or action by any government agency or third party relating to the performance of this Agreement. In addition to any other cooperation reasonably requested by Covered Entity, Business Associate shall make its officers, members, employees, and agents available without charge for interview or testimony.
- XII. **Notice.** All notices, requests, and other communications given under this BAA, shall be in writing and deemed duly given: (A) when delivered personally to the recipient; (B) one (1) business day after being sent to the recipient by reputable overnight courier service (charges prepaid); or (C)

five (5) business days after being sent by U.S. certified mail (charges prepaid). Except as otherwise provided herein, all notices requests or communications under this BAA shall be addressed as follows:

If to Covered Entity:

Fremont County Colorado at
615 Macon Ave.,
Canon City, CO 8121
Attn: Alicia Stone

If to Business Associate:

Alliant Insurance Services, Inc.
6400 S Fiddlers Green Circle, 20th flr
Attn: Justin D. Suddath

With a copy to:

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

- XIII. Relation to Services Agreement.** This Agreement supplements the Services Agreement, as applicable. The terms and conditions of the Services Agreement shall continue to apply to the extent not inconsistent with this Agreement. If there is a conflict between this Agreement and the Services Agreement as it relates to the creation, maintenance, use, transmission or disclosure of PHI, this Agreement shall control.
- XIV. No Third Party Beneficiaries.** Nothing in this Agreement is intended to nor shall it confer any rights on any other persons except Covered Entity and Business Associate and their respective successors and assigns.
- XV. Insurance.** Unless waived in writing by Covered Entity, Business Associate shall obtain and maintain insurance or equivalent programs of self-insurance with appropriate limits sufficient to cover costs, losses and damages that may arise from Business Associate's breach of this Agreement or any unauthorized use or disclosure of PHI by Business Associate. Upon Covered Entity's request, Business Associate shall provide proof of such insurance to Covered Entity.
- XVI. Indemnification.** Business Associate agrees to defend, indemnify, and hold harmless Covered Entity and Covered Entity's officers, members, employees and agents from and against any and all claims, fines, penalties, liabilities, demands, damages, losses, costs, expenses (including without limitation costs, reasonable attorneys' fees, fines, penalties, and assessments) resulting from Business Associate's breach of this Agreement, or any acts or omissions of Business Associate or Business Associate's officers, members, employees, agents, or subcontractors arising out of or related to the use or disclosure of PHI or violation of the HIPAA Rules, HITECH, or any other state or federal laws governing information privacy. Likewise, Covered Entity agrees to defend, indemnify, and hold harmless Business Associate and Business Associate's officers, members, employees and agents from and against any and all claims, fines, penalties, liabilities, demands, damages, losses, costs, expenses (including without limitation costs, reasonable attorneys' fees, fines, penalties, and assessments) resulting from Covered Entity's breach of this Agreement, or any acts or omissions of Covered Entity or Covered Entity's officers, members, employees, agents, or subcontractors arising out of or related to the use or disclosure of PHI or violation of the HIPAA Rules, HITECH, or any other state or federal laws governing information privacy.
- XVII. Entire Agreement.** This Agreement contains the entire agreement between the Parties as it relates to the use or disclosure of PHI, and supersedes all prior discussions, negotiations and services relating to the same to the extent such other prior communications are inconsistent with this Agreement.

COVERED ENTITY

By: Doug McCall
Print: Douglas McCall
Title: Commissioner
Date: 10-31-24

BUSINESS ASSOCIATE

By: Justin D. Suddath
Print: Justin D. Suddath
Title: VP, Employee Benefits
Date: 10/31/2024

