

SERVICES AGREEMENT

Customer Name: Fremont County (“Customer”)
Customer Address: 615 Macon Ave Canon City, CO 81212
Date: 1/1/2025 (the “Effective Date”)

This Medical Eligibility Services Agreement (the “**Agreement**”) is made and entered into as of the Effective Date by and between GIS NATIONAL, LLC, a Florida limited liability company (the “**Company**”), and Customer.

BACKGROUND INFORMATION

Customer desires to engage the Company to perform certain administrative services for Customer and the Company desires to perform such administrative services for Customer. Accordingly, in consideration of the promises and mutual covenants contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

OPERATIVE PROVISIONS

1. **Services.** The Company shall provide Customer with the following services (the “**Services**”), subject to the terms and conditions provided in this Agreement: electronically or manually transmit ongoing enrollment and termination information (“**Client Information**”) provided to it by Customer in accordance with this Agreement to the insurance carriers or third-party administrators (each, a “**Provider**” and collectively, “**Providers**”) for any group medical plans placed by the Customer and/or Customer’s broker of record (each, a “**Plan**,” and collectively, the “**Plans**”). The Services do not include any billing, reconciliation or remittance services on behalf of Customer or any Provider in connection with the Plans. The Company shall use commercially reasonable efforts to provide the Services in a timely manner. The Company may, in its sole discretion, provide use of its benefit administration portal (the “**Platform**”) to Customer in connection with the Services.

2. **Provider Portal.** The Company’s obligation to provide the Services and otherwise perform its obligations under this Agreement is fully conditioned upon the Provider providing the Company access to its portal (the “**Provider Portal**”) for the purpose of transmitting Client Information. If Provider does not permit the Company to access the Provider Portal, then this Agreement shall automatically terminate without notice to either party. If Provider permits the Company to access the Provider Portal, then, within a reasonable amount of time after the Company is granted access, the Company shall provide Customer with written acknowledgment of the Company’s access to the Provider Portal (the “**Portal Access Notice**”). From time to time, the Company may lose access to the Provider Portal through no fault of its own. Accordingly, the Company shall have no liability to Customer in connection with the Company’s inability to access or use the Provider Portal during the Term.

3. Term. The term of this Agreement (the “**Term**”) shall commence upon the execution of this Agreement and shall continue in full force and effect so long as a Plan is in force.

4. Termination; Default. Either party may terminate this Agreement upon thirty (30) days’ written notice to the other party. Either party may terminate this Agreement, effective immediately, in the event the other party materially breaches this Agreement and fails, within ten (10) days after receipt of written notice of default, to correct such breach or to commence corrective action reasonably acceptable to the other party and proceed with due diligence to completion. Upon the effective date of termination or expiration of this Agreement, the Company shall promptly cease providing the Services issued hereunder; provided, however, that if Customer is not in breach of this Agreement, the Company agrees to work with Customer to take all actions necessary to migrate any outstanding Client Information to Customer or another service provider.

5. Customer Responsibility.

(a) Information Provided to the Company. Customer shall be responsible for the accuracy and timeliness of all Client Information that Customer provides the Company. The Company shall have no responsibility or liability for any errors or inaccuracies contained in the Client Information, inadequate coverage as a result of the untimely transmittal of Client Information, errors or untimely enrollments related to Urgent Requests or for any legal obligation related to the Client Information. For the purposes of this Section, “**Urgent Requests**” means requests by Customer that require a response, attention or action on the part of the Company within twenty-four (24) hours from the time the Company receives such request.

(b) Prior Services. Customer shall be responsible for losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind brought by individuals or entities related to Client Information transmitted to any person or entity prior to the date Customer receives the Portal Access Notice (the “**Prior Service Losses**”).

(c) Communication Protocols. Customer shall provide all Client Information to the Company in writing or by e-mail transmission through the communication protocols established by the Company from time to time. The Company shall not be responsible for performance of Services pursuant to any instructions given by Customer to the Company that are not delivered or confirmed in writing through such protocols.

(d) Reporting of Errors. Customer shall notify the Company in writing within five (5) days after Customer discovers any error in the Client Information transmitted to the Company by Customer. Customer shall also as soon as reasonably practical but within three (3) days notify the Company in writing after Customer’s discovery or Customer’s notification in writing by any third party of any error believed to have been made by the Company.

6. Relationship of the Parties. Customer acknowledges that the Services shall be performed by the Company as Customer’s agent. The Company shall have the authority to act

on behalf of and in Client's stead in communications with Providers. Customer represents and warrants that it has the right to grant the Company this authority.

7. Limitation of Liability. Company shall have no liability to Customer in connection with any Plan. Customer assumes all risk related to the issuance, delivery, scope and extent of coverage afforded by the Plans. Company shall have no obligation or liability to perform any duty or pay any premium or charge owed by Customer in connection with the issuance, delivery or performance of any policy or contract of insurance obtained by Customer or related to the Services. IN NO EVENT SHALL THE COMPANY BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, OR INCONVENIENCE, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. The maximum liability of the Company to Customer for any breach or default under this Agreement shall be expressly limited to \$10,000.

8. Indemnification. Customer agrees to fully indemnify and hold the Company and its affiliates and their officers, directors, employees, agents, successors, and assigns harmless from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from (i) any disclosure of Client Information to the Company or the Company's use thereof as provided in this Agreement; (ii) any error in the Client Information or any Prior Service Losses; (iii) any act or omission of Customer; (iv) Customer's access to or use of the Platform; and/or (v) provided the Company has acted in compliance with this Agreement, the authority granted by Customer in Section 6. The foregoing indemnity obligation shall survive the expiration or termination of this Agreement, regardless of the reason for, manner or method of same.

9. Intellectual Property. Customer acknowledges that, except for the rights expressly granted herein, this Agreement does not transfer to Customer, and Customer does not obtain from the Company, any rights in and to the Platform. All right, title and interest, including without limitation intellectual property rights, in and to the Platform will remain solely with the Company. Nothing in this Section is intended to, and shall not be construed to transfer to the Company any rights in intellectual property developed by Customer.

10. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of the parties' successors in interest. This Agreement, and any document referenced herein, constitutes the entire agreement between the parties with respect to the subject matter hereof, and shall supersede all previous communications, representations, understandings, and agreements, either oral or written between the parties or any officials or representatives thereof. This Agreement may be exercised in multiple counterparts. This Agreement may not be changed or modified except by a written agreement signed by the parties hereto or by their successors in interest. This Agreement shall be binding upon and shall inure to the benefit of the Company and its successors and assigns, including any corporate affiliate or successor of the Company. Customer may not assign, or otherwise transfer its rights under this Agreement to any other person,

firm or entity, without Company's prior written consent. The headings of this Agreement are inserted for convenience and identification only, and are in no way intended to describe, interpret, define or limit the scope, extent or intent hereof. This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida without regard to the conflicts of laws or principles thereof. Each party (a) submits to the jurisdiction of the Circuit Court of Pinellas County, Florida or the Tampa Division of the United States District Court for the Middle District of Florida and the federal and state courts located in the State of Florida for the purpose of any suit, action, or other proceeding arising out of this Agreement, or any of the agreements or transactions contemplated hereby (each, a "**Proceeding**"), (b) agrees that all claims in respect of any Proceeding shall only be heard and determined in any such courts, (c) waives, to the fullest extent permitted by law, any right to challenge the jurisdiction of any such court or from any legal process therein, (d) agrees not to commence any Proceeding other than in such courts, and (e) waives, to the fullest extent permitted by law, any claim that such Proceeding is brought in an inconvenient forum. THE PARTIES HEREBY ACKNOWLEDGE THAT ANY DISPUTE ARISING OUT OF THIS AGREEMENT WILL NECESSARILY INCLUDE VARIOUS COMPLICATED LEGAL AND FACTUAL ISSUES AND THEREFORE KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE TRIAL BY JURY IN ANY LITIGATION IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, OR THE VALIDITY, INTERPRETATION, OR ENFORCEMENT HEREOF. In any Proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover the costs of such action, including reasonable attorneys' fees, from the non-prevailing party. In the event of the invalidity or unenforceability of any provision of this Agreement under applicable law, the parties agree that such provision is severable; the Agreement will be enforced as if such provision was not included in this Agreement, and the remaining portions of this Agreement will remain in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

GIS NATIONAL, LLC, a Florida limited liability company

Customer Name: Fremont County

By: 
Name: Dwayne McFall
Title: Commissioner

By: 
Name: 
Title: 

[SIGNATURE PAGE TO MEDICAL ELIGIBILITY SERVICES AGREEMENT]

