Employee Benefits Master Services Agreement

This Employee Benefits Master Services Agreement ("MSA" or "Agreement") is entered into by and between **Alera Group and its Subsidiaries** ("Company" or "Alera") and **Fremont County Colorado** ("Client"). This Agreement is effective as of **May 1, 2026** ("Effective Date"). Company and Client shall be considered individually, a "Party" and collectively, the "Parties." For mutual consideration, the sufficiency of which is hereby agreed and acknowledged, Company and Client hereby agree as follows:

1. **Term**. The term of the Agreement commences on the Effective Date and continues for a **one year term running with the budget year** (the "Initial Term") and shall automatically renew for successive one (1) year periods (each a "Renewal Term") unless either Party provides a written notice of nonrenewal to the other Party no later than one (1) days prior to the end of the Initial Term or Renewal Term, as applicable, or unless earlier terminated in accordance with the terms and conditions of this Agreement. The Initial Term and each Renewal Term shall collectively be considered the "Term."

2. **Services and Statements of Work**. Company shall provide Client with the services ("Services") described in signed Statements of Work (each, an "SOW"). When, in Company's professional judgment, it is necessary or appropriate, Company may utilize the services of third parties to perform the Services; provided, however, Company shall remain responsible for the performance of the Services and its obligations under this Agreement. The Services shall be performed in a timely, workman like, and professional manner in accordance with generally recognized industry standards for similar services.

3. **Compensation**. As consideration for the Services, Company shall be compensated as specifically set forth in an SOW.

4. **Termination**.

    a. **Termination for Convenience:** Following the Initial Term, Client may terminate this Agreement at any time for convenience.

    b. **Termination for Cause:** Each Party shall have the right to terminate this Agreement for cause by providing the other Party with one (1) days' notice of termination upon the occurrence of any of the following events:

        i. If the other Party ceases to do business and/or otherwise terminates its business operations;
        ii. If the other Party violates any applicable law, rule, or regulation and does not cure such violation during the thirty (30) day notice period; and/or
        iii. If the other Party breaches a material term of this Agreement and does not cure such defect during the thirty (30) day notice period.

Following a termination for cause by the Client, Client shall be obligated to pay Company for all Services performed by Company under any SOW prior to the effective date of termination. Otherwise, all fees due under all SOWs shall be due and payable in full at the time of termination as if such SOWs were not terminated prior to the expiration of their then-current terms. For variable fees, such fees due shall be based upon the then-current variable fees charged by Company at the time of such termination.

1. **Cooperation**. Client shall provide Company with reasonable cooperation, access, and assistance to allow Company to perform the Services, including, but not limited to, the following: (i) making available Client personnel as appropriate; (ii) timely providing documents and information necessary for Company to provide the Services; and (iii) timely responding to reasonable requests from Company.

2. **Relationship Between the Parties**. Client acknowledges and agrees that in no event shall Company owe any enhanced or special duties to Client, express or implied, whether referred to as a fiduciary relationship or otherwise, except to the extent required by applicable law. Client shall be solely responsible for all final decisions relating to its insurance, risk management, and employee benefits. Company shall be an independent contractor for Client, and the method of performing the Services shall be under the sole control of Company. Nothing in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or similar relationship between the Parties, and neither Party shall have the authority to bind the other Party in any manner.

   To the extent that one or more of Client's employee benefit plans are subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and regardless of any other provision of this Agreement to the contrary, to the extent not a violation of applicable law, the Parties agree and acknowledge that: (i) Company's Services under this Agreement are not intended in any way to impose on Company, or any entity that controls, is controlled by, or is under common control with Company, a fiduciary status under ERISA; (ii) this Agreement does not provide Company, and Client will not cause or permit Company to assume, without prior written consent of Company, any: (a) discretionary authority or discretionary control respecting management of any "employee benefit plan" within the meaning of Section 3(3) of ERISA (an "ERISA Plan"), (b) authority or control respecting management or disposition of the assets of any ERISA Plan, or (c) discretionary authority or discretionary responsibility in the administration of any ERISA Plan; (iii) Client shall notify Company as soon as possible of any proposed amendments to the plans' legal documents to the extent that the amendments would affect Company in the performance of its obligations under this Agreement; and (iv) Company shall not be responsible for the consequences of any action taken or omitted by Client, or the plan sponsor or plan administrator in connection with the administration of any ERISA Plan.

3. **Accuracy and Completeness of Information**. Client shall be solely responsible for the accuracy and completeness of all information provided to Company by, or on behalf of, Client as necessary for the Services. Company shall not be responsible for independently verifying the accuracy or completeness of any information provided by, or on behalf of, Client, and Company shall be entitled to rely on such information. Company shall have no liability for any errors or omissions in any of the Services provided to Client that are

the result of, arise from, or are based, in whole or part, on inaccurate or incomplete information provided to Company. Client agrees that it will provide Company with notice of any errors in any information provided to Company as promptly as practicable after discovering any such errors.

1. **Disclosure**. Company shall not be responsible, and shall have no liability, for any act or omission by any other broker or agent, including, but not limited to, any prior agent or broker. Company is not an insurer, insurance carrier, and/or underwriter, and Company does not guarantee financial solvency, stability, or security for any insurer, insurance carrier, and/or underwriter. Client is solely responsible for its insurance premiums. If Client fails to pay any insurance premium in full by the due date, the coverage may be subject to cancellation by the insurer, insurance carrier, and/or underwriter. Client acknowledges and agrees that Company's industry is highly regulated. To the extent Company determines that any payments, services, or benefits pursuant to this Agreement are prohibited or restricted rebates under applicable law, Company shall be permitted to comply with applicable law without being in breach of this Agreement.

2. **No Legal, Accounting, or Tax Advice**. Client shall not rely upon any of Company's reports, advice, or deliverables in connection with providing the Services as accounting, legal, or tax advice. Company recommends that Client seek independent advice on such matters from professional accounting, legal, and tax advisors.

3. **Limitation of Liability**. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND LOST BUSINESS), ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES, EVEN IF IT HAS BEEN ADVISED OF OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHER LEGAL THEORY. TO THE FULLEST EXTENT PERMITTED BY LAW, THE LIABILITY OF COMPANY TO CLIENT FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED TO THE GREATER OF (I) FIFTY THOUSAND DOLLARS ($50,000) OR (II) TWO (2) TIMES THE AMOUNT OF THE ANNUAL COMPENSATION RECEIVED BY COMPANY IN CONNECTION WITH THE SERVICES. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE.

1. **Confidentiality**. Each Party ("Receiving Party") hereto shall maintain the confidentiality of any non-public, confidential, and/or proprietary information ("Confidential Information") that it receives from or on behalf of the other Party ("Disclosing Party") in furtherance of this Agreement. Receiving Party hereby agrees that as a condition to being provided the Confidential Information, it will (a) only use Confidential Information in connection with the performance of duties hereunder and (b) keep the Confidential Information confidential. Receiving Party agrees not to disclose any Confidential Information to anyone other than its and its affiliates' employees, officers, agents, directors, contractors, and representatives ("Representatives") that have a need to know, and to cause all such Representatives to abide by the confidentiality obligations contained in this Agreement. Company shall be permitted to disclose Confidential Information to insurance markets, insurance intermediaries, and/or technology or administrative providers to perform the Services The limits on use and disclosure will not apply to any Confidential Information which (a) at the time of disclosure is generally available to the public, (b) becomes generally available to the public other than through a breach of this obligation of confidentiality, (c) was already known to the Receiving Party or its Representatives prior to disclosure from the Disclosing Party without an obligation of confidentiality, or (d) was independently developed by the Receiving Party or its Representatives without reference to or the use of any Confidential Information. Nothing herein shall prohibit the Receiving Party from disclosing Confidential Information pursuant to a judicial, regulatory or administrative order or request; provided, however, Receiving Party will (a) give the Disclosing Party reasonably prompt notice of such requirement (to the extent not prohibited by law, rule, or regulation) so that the Disclosing Party may seek a protective order, and (b) provide all reasonable cooperation in connection therewith. Receiving Party agrees to apply commercially reasonable business practices to protect and secure Confidential Information.

2. **Intellectual Property**. Except for Client's Confidential Information and Client's prior existing intellectual property rights, all intellectual property rights in and to all documents, work product, data, information, and materials that are delivered to Client under this Agreement (collectively, "Deliverables") by, or on behalf of, Company in performing the Services shall be owned by Company. Company hereby grants Client a license to use Company's intellectual property rights in the Deliverables on a non-exclusive, non-transferable, non-sublicensable, and royalty-free basis to the extent necessary to enable Client to make reasonable use of the Deliverables and the Services for its internal purposes only; provided, however, that Company has been fully compensated for the Services.

1. **Notices**. Any notices given pursuant to this Agreement shall be in writing and shall be delivered by a reputable and national courier service to the addresses for the Parties below:

To Company:

Alera Group, Inc.
601 Union St., Suite 3400
Seattle, WA 98101
Attn: Cherise Reese

With Copy To:

Alera Group, Inc.
Three Parkway North, Suite 500
Deerfield, Illinois 60015
Attn: Chief Legal Officer

To Client:
Fremont County Colorado
615 Macon Ave Room 105
Canon City, CO 81212
Attn: Debbie Bell, County Commissioner Chairwoman

2. **Miscellaneous**.

   a. **Business Associate**. The Business Associate Agreement, attached hereto as Exhibit A, is incorporated into this Agreement for all purposes.

   b. **Entire Agreement**. This Agreement sets forth the entire agreement between the Parties with respect to the subject matter and supersedes all prior and contemporaneous agreements, understandings, representations, and warranties, whether oral or written, between the Parties regarding the subject matter hereof. All terms, conditions, and provisions of this Agreement that by their nature should survive termination of this Agreement shall survive termination, including, but not limited to, Sections 2 – 4 and 6 – 15.

   c. **Amendments**. This Agreement shall not be changed, modified, or amended except by a writing signed by an authorized representative of each Party.

   d. **Severability**. If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions.

a. **Waiver**. No waiver of any obligation or liability shall be effective unless in writing and shall not constitute a future waiver by the waiving party. No failure or delay in a party exercising its rights under this Agreement shall be construed as a waiver of that right.

b. **Assignment**. Neither party may assign this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld; provided, however, each Party may assign this Agreement to an affiliate or in connection with any merger or corporate reorganization upon notice to the other Party. Any purported assignment in violation of this Agreement shall be void and of no effect. The Agreement shall be binding upon and shall inure to the benefit of all permitted assigns, transferees and successors in the interest of the parties.

c. **Governing Law and Venue**. This Agreement, along with any dispute arising out, relating to, or in connection with this Agreement, shall be governed, construed, and enforced in accordance with the laws of the State of Colorado, without giving effect to its choice of law principles. The Parties consent to the jurisdiction of the federal and state courts located in Fremont County, Colorado as the exclusive forum and venue for any disputes between the Parties.

The Parties have caused this Employee Benefits Master Services Agreement to be signed by their duly authorized representative effective as of the Effective Date.

COMPANY:

Alera Group, Inc. and its Subsidiaries

By: _____
Name: Cherise Reese
Title: EB Director of Client Services, NW

CLIENT:

Fremont County Colorado

By: Debbie Bell
Name: Debbie Bell
Title: County Commissioner Chairwoman

ALERAGROUP

BUSINESS ASSOCIATE AGREEMENT

This **BUSINESS ASSOCIATE AGREEMENT** (the "Agreement"), is entered into as of the 1st day of May, 2026 (the "Effective Date") by and between Fremont County Colorado whose principal place of business is Canon City, CO, (the "Client"), on behalf of the Employee Health and Welfare Plan (the "Plan"), and Alera Group and its Subsidiaries whose principal place of business is Deerfield, IL ("Business Associate," and with Client, each a "Party" and together the "Parties").This Agreement supersedes and replaces any prior Business Associate Agreements and related amendments thereto between the Parties.

RECITALS

WHEREAS, Client maintains the Plan that provides certain health plan benefits to certain Company's employees, former employees and their eligible dependents, if any;

WHEREAS, Business Associate performs or will perform certain services for the Plan;

WHEREAS, in the course of performing services for the Plan, Business Associate will have access to, create, maintain and/or otherwise use and/or disclose Protected Health Information (as defined below); and

WHEREAS, the Parties desire to set forth their respective obligations with respect to Protected Health Information (as defined below) pursuant to the Health Insurance Portability and Accountability Act of 1996, as it may be amended from time to time, the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recover and Reinvestment Act of 2009 (the "HITECH ACT"), and related regulations promulgated in 45 C.F.R. Parts 160-164 (the "Regulations,");

NOW THEREFORE, Client and Business Associate agree as follows:

1. **Definitions**

The following terms have the following meaning when used in this Agreement:

a. **Breach** means that term as defined in 45 C.F.R. § 164.402.

b. **Designated Record Set** means that term as defined in 45 C.F.R. § 164.501.

c. **Electronic Protected Health Information** means Protected Health Information that is transmitted or maintained in electronic media, including, but not limited to, hard drives, disks, on the internet or on an intranet.

d. **HHS** means the Department of Health and Human Services.

e. **Individual** means that term as defined in 45 C.F.R. § 160.103 and includes a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

f. **Privacy Rule** means the privacy requirements in HIPAA, as set forth in 45 C.F.R. Part 160, and Subparts A and E of 45 C.F.R. Part 164, and as amended by the HITECH Act and the Regulations.

g. **Protected Health Information** means that term as defined in 45 C.F.R. § 160.103, except limited to the information created, received or maintained by Business Associate from or on behalf of the Plan.

h. **Reproductive Health Care** means health care, as defined in 45 C.F.R. § 160.103, that affects the health of an individual in all matters relating to the reproductive system and to its functions and processes.

i. **Required by Law** means that term as defined in 45 C.F.R. § 164.103.

j. **Secretary** means the Secretary of the Department of Health and Human Services or his/her designee.

k. **Security Incident** means that term as defined in 45 C.F.R. § 164.304.

l. **Security Rule** means the security requirements set forth in HIPAA, as set forth in 45 C.F.R. Part 160, and Subparts A and C of 45 C.F.R. Part 164, and as amended by the HITECH Act and the Regulations.

a. **Subcontractor** means that term as defined in 45 C.F.R. § 160.103, except limited to any such person or entity that receives, maintains, creates or transmits Protected Health Information for Business Associate.

b. **Transaction** means that term as defined in 45 C.F.R. § 160.103.

c. **Unsecured Protected Health Information** means that term as defined in 45 C.F.R. § 164.402.

Any capitalized term not specifically defined herein will have the same meaning as set forth in 45 C.F.R. Parts 160 and 164, where applicable. Other terms used here but not defined, including, without limitation, "use," "disclose" and "discovery," or derivations thereof, although not capitalized, shall also have the meanings set forth in HIPAA, HITECH and the Regulations.

2. **Obligations and Activities of Business Associate**

Business Associate will:

a. Not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required by applicable Law.

b. Document and use appropriate administrative, technical and physical safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic Protected Health Information, to prevent use or disclosure of Protected Health Information other than as provided for by this Agreement or in a services agreement entered into between the Parties.

c. With respect to any use or disclosure of Unsecured PHI not permitted by the Privacy Rule that is caused solely by Business Associate's failure to comply with one or more of its obligations under this Agreement, the Plan hereby delegates to Business Associate the responsibility for determining when any such incident is a Breach. In the event of a breach, Business Associate will notify Client in writing within five (5) business days of becoming aware of: (i) any use or disclosure of Protected Health Information by Business Associate or any Subcontractor that is contrary to this Agreement including, without limitation, any Breach of Unsecured Protected Health Information; or (ii) any Security Incident. If there is a Breach of Unsecured Protected Health Information, Business Associate will:

   i. Notify Client in writing of the Breach without unreasonable delay, and in no event more than five (5) business days after discovery of the Breach, and provide (i) a list of all Individuals affected by the Breach, and (ii) any other available information that the Plan is required to include in notifications to such Individuals pursuant to 45 C.F.R. § 164.404(c). In the event any such information is not available when Client is notified of the Breach, Business Associate will provide such information to Client as soon as it becomes available; and

   ii. Cooperate with Client to notify: (i) Individuals whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used or disclosed; (ii) the media, as required by 45 C.F.R. § 164.406; and (iii) the Secretary as required by 45 C.F.R. § 164.408(b) if the legal requirements for media or HHS notification are triggered by the circumstances of such Breach, provided that Business Associate will not initiate any such notifications without Client's express written approval.

d. Establish procedures for mitigating, and follow those procedures and so mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate or by any Subcontractor that is contrary to this Agreement.

e. Ensure that any Subcontractor that creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate enters into a written agreement whereby the Subcontractor agrees to the same restrictions, conditions and requirements that apply to Business Associate with respect to such information, in accordance with 45 C.F.R. § 164.502(e)(1)(ii) and 45 C.F.R. § 164.308(b)(2).

a. Provide, in the manner reasonably requested by the Plan and within ten (10) calendar days of receiving a request from the Plan or an Individual, access to Protected Health Information in a Designated Record Set, to the Plan or, as directed by the Plan, to an Individual, in order for the Plan to fulfill its obligations under 45 C.F.R. § 164.524 to provide access and copies of Protected Health Information to an Individual.

b. Make any amendment(s) to Protected Health Information in a Designated Record Set as directed or agreed by the Plan pursuant to 45 C.F.R. § 164.526, within fifteen (15) calendar days of receiving a request from the Plan or an Individual, or take other measures to satisfy the Plan's obligations pursuant to 45 C.F.R. § 164.526.

c. Maintain and make available to the Plan or, as directed by the Plan, to an Individual, within fifteen (15) calendar days of the Plan's request, the information required for the Plan to satisfy their obligations pursuant to 45 C.F.R. § 164.528 to respond to a request for an accounting of disclosures of Protected Health Information.

d. Notify the Plan within five (5) business days of receiving, directly from an Individual, a request for (i) access to Protected Health Information pursuant to 45 C.F.R. § 164.524; (ii) amendment to Protected Health Information pursuant to 45 C.F.R. § 164.526; or (iii) an accounting of disclosures of Protected Health Information pursuant to 45 C.F.R. § 164.528.

e. Comply with the requirements of Subpart E of 45 C.F.R. Part 164 that are applicable to the Plan, if Business Associate is to carry out one or more of the Plan's obligations under Subpart E.

f. In the event Business Associate transmits or receives a Transaction on behalf of the Plan, Business Associate will comply with all applicable provisions of the HIPAA standards for electronic transactions and code sets (the "EDI Standards"). Business Associate will also ensure that any Subcontractor that transmits or receives a Transaction on its behalf does so in accordance with the EDI Standards.

g. Make its internal practices, books, and records available to the Secretary or the Plan for purposes of a review and assessment of Business Associate's or the Plan's compliance with HIPAA; and notify Client within five (5) business days of receiving a request for any such materials directly from HHS.

h. Not engage in the Sale of Protected Health Information or otherwise receive direct or indirect remuneration in exchange for the Protected Health Information of an Individual, unless Business Associate or the Plan has obtained a valid authorization from the Individual, consistent with the requirements under 45 C.F.R. § 164.508.

i. Comply with any confidentiality requirements pertaining to substance use disorder patient records under 42 C.F.R. Part 2.

3. **Permitted Uses and Disclosures by Business Associate**

a. Business Associate may only use or disclose Protected Health Information as necessary to perform functions, activities, or services for, or on behalf of, the Plan, provided that such use or disclosure would not violate the Privacy Rule if done by the Plan or the minimum necessary policies and procedures of the Plan, or as otherwise expressly provided in this Section 3.

b. Business Associate may use Protected Health Information to de-identify the Protected Health Information in accordance with 45 C.F.R. § 164.514(a) – (c); provided, however, that Business Associate may use the de-identified information only if and to the extent expressly permitted in this Section 3.

c. Business Associate may use or disclose Protected Health Information as Required by Law.

d. Any use or disclosure of Protected Health Information by Business Associate will be in compliance with the minimum necessary policies and procedures of the Plan, and with the minimum necessary requirements of HIPAA.

a. Business Associate may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by the Plan, except that Business Associate may do the following:

i. Use Protected Health Information for the proper management and administration of Business Associate, or to carry out the legal responsibilities of Business Associate.

ii. Disclose Protected Health Information for the proper management and administration of Business Associate, or to carry out the legal responsibilities of Business Associate, provided that the disclosures are Required by Law, or Business Associate obtains reasonable written assurances from the person or entity receiving the information (each a "Recipient") that the information will remain confidential, and be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the Recipient; and the Recipient notifies the Business Associate of any instances of which the Recipient is aware in which the confidentiality of the information has been breached.

iii. Use Protected Health Information to provide data aggregation services as permitted by 45 C.F.R. §164.504(e)(2)(i)(B) that relate to the Health Care Operations of the Plan.

b. Business Associate may use Protected Health Information to report violations of law to the appropriate federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

c. Business Associate will not use or disclose Protected Health Information related to Reproductive Health Care (or permit Protected Health Information related to Reproductive Health Care to be used or disclosed) for any purpose that does not comply with the requirements set forth under the HIPAA Privacy Rule to Support Reproductive Health Care Privacy published on April 26, 2024, including, but not limited to, the attestation requirement set forth under 45 C.F.R. §164.509.

4. **Obligations of the Plan**

The Plan will:

a. Notify Business Associate of any limitations in the Plan's Notice of Privacy Practices under 45 C.F.R. §164.520, to the extent any such limitation may affect Business Associate's use or disclosure of Protected Health Information.

b. Notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose his or her Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

c. Notify Business Associate of any restriction on the use or disclosure of Protected Health Information that the Plan has agreed to or are required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information. In the event that the Plan takes action as described in Section 4(a), Section 4(b), or this Section 4(c), Business Associate will decide which restrictions or limitations it will administer. In addition, if those limitations or revisions materially increase Business Associate's cost of providing services under a services agreement entered into between the Parties, including this Agreement, the Plan will reimburse Business Associate for such increase in cost.

d. Not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by the Plan.

1. **Term and Termination**

a. The term of this Agreement begins on the Effective Date and ends on the date that any services agreement between the parties terminates, or if earlier, the date that Client terminates this Agreement for cause pursuant to Section 5(b) below.

b. Client may terminate this Agreement for cause effective as of any date designated by the Client in a notice to Business Associate upon a determination by Client that Business Associate has breached a material term of this Agreement. Client may, in its discretion, allow Business Associate a specified period of time to cure the breach, and upon a cure satisfactory to Client, elect not to terminate the Agreement on account of the breach.

c. Upon termination of this Agreement for any reason, Business Associate will (and will ensure that its Subcontractors that have had access to Protected Health Information will):

i. Retain only the Protected Health Information that is necessary for Business Associate or a Subcontractor to continue its proper management and administration or to carry out its legal responsibilities;

ii. Return to the Plan or to the Plan's designee, or upon the Plan's prior written agreement, destroy (and certify in writing to the Plan that it has destroyed) any remaining Protected Health Information that Business Associate or any of its Subcontractors maintain in any form;

iii. Continue to use appropriate administrative, technical and physical safeguards, and to comply with Subpart C of 45 C.F.R. Part 164, with respect to any Electronic Protected Health Information so as to prevent use or disclosure of the Electronic Protected Health Information other than as specified in this Section 5(c) for as long as Business Associate or any Subcontractor retains the Electronic Protected Health Information;

iv. Not use or disclose the Protected Health Information retained by Business Associate or by any Subcontractor other than for the purposes for which such Protected Health Information was retained, and subject to all the conditions and limitations set forth in Sections 2 and 3 above that applied prior to termination of the Agreement;

v. Return to the Plan or, upon the Plan's prior written agreement, destroy (and certify in writing to the Plan that it has destroyed) the Protected Health Information retained by Business Associate or by any Subcontractor as of the date such Protected Health Information is not needed by Business Associate or the Subcontractor for its proper management and administration or to carry out its legal responsibilities.

2. **Miscellaneous**

a. **Regulatory References**. A reference in this Agreement to a section in the Privacy Rule, the Security Rule, or to any other regulation promulgated under HIPAA means the section as in effect or as amended.

b. **Survival.** Sections 2, 3, 5(c) and 6 of this Agreement shall survive the termination of this Agreement.

c. **Interpretation.** Any ambiguity in this Agreement will be resolved to permit the Plan to comply with the Privacy Rule, Security Rule and other provisions of HIPAA.

d. **Effect.** This Agreement shall be binding upon, and shall inure to the benefit of, Client, the Plan and Business Associate, and their respective successors, assigns, administrators and other legal representatives.

e. **No Third Party Beneficiary.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Client, the Plan and Business Associate, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

a. **Independent Contractors.** Nothing contained herein shall be deemed or construed by the Parties or by any third party to create a relationship of employer and employee, principal and agent, or joint venture of the Parties, it being understood and agreed that Business Associate provides services to Client and the Plan hereunder as an independent contractor; Business Associate retains full and complete control over its performance under this Agreement; and Client and the Plan have no authority to direct or control Business Associate's conduct or activities in connection with this Agreement.

b. **Governing Law.** The construction, interpretation and performance of this Agreement and all transactions under this Agreement shall be governed and enforced pursuant to the laws of the State of Colorado, except as such laws are preempted by any provision of federal law, including by ERISA or HIPAA. Any action or proceeding arising out of or relating to this Agreement shall be brought and tried exclusively in a federal or state court of competent jurisdiction located in Fremont County, Colorado and in no other court or venue.

c. **Severability.** In the event any provision of this Agreement is rendered invalid or unenforceable under any new or existing law or regulation, or declared null and void by any court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect if they reasonably can be given effect.

d. **Notices.** All notices to be given pursuant to the terms of this Agreement shall be in writing and shall be deemed given five (5) business days after being sent by certified mail, return receipt requested, postage prepaid or one (1) business day after being sent by reputable overnight mail delivery to the other Party, at the address set forth below or at such other address as a Party may designate from time to time.

If to the Client, notice shall be sent to:
Fremont County Colorado
615 Macon Ave
Room 105-
Canon City, CO 81212
Attention: **Debbie Bell OR Chief Legal Officer**

If to the Business Associate, notice shall be sent to:

Alera Group, Inc.
Three Parkway North
Suite 500
Deerfield, IL 60015
Attention: Chief Legal Officer

e. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Plan to comply with the requirements of HIPAA.

f. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies thereof shall be deemed to be originals.

IN WITNESS WHEREOF, the Parties have executed this Business Associate Agreement as of the date below.

Date: _____

Fremont County Colorado

By: _____

Name: Debbie Bell

Title: County Commissioner Chairwoman

ALERA GROUP, INC.

By: _____

Name: Cherise Reese

Title: EB Director of Client Services, NW

STATEMENT OF WORK

This Statement of Work ("SOW") is entered into as of **May 1, 2026** (the "SOW Effective Date") by and between Alera Group and its Subsidiaries ("Alera" or "Company"), and **Fremont County Colorado** ("Client") in connection with the **Employee Benefits Master Services Agreement** entered as of **May 1, 2026** ("MSA" or "Agreement"). Company and Client shall be considered individually, a "Party" and collectively, the "Parties." Capitalized terms used herein that are undefined shall have the same meaning as set forth in the Agreement.

1. **SOW Term**. The term of this SOW commences on the SOW Effective Date and continues for a period of **one (1) year/months** (the "Initial SOW Term") and shall automatically renew for successive one (1) year periods (each a "Renewal SOW Term") unless either Party provides a written notice of nonrenewal to the other Party no later than thirty (30) days prior to the end of the Initial SOW Term or Renewal SOW Term, as applicable, or unless earlier terminated in accordance with the terms and conditions of this SOW or the Agreement. The Initial SOW Term and each Renewal SOW Term shall collectively be considered the "SOW Term."

2. **SOW Services**. During the SOW Term, Company shall provide Client with those services that are specifically set forth in Appendix A attached hereto (collectively, "SOW Services"). When, in Company's professional judgment, it is necessary or appropriate, Company may utilize the services of third subcontractors to assist in the performance of the SOW Services; provided, however, Company shall remain responsible for the performance of those specific SOW Services and its obligations under this SOW.

3. **SOW Compensation**. During the SOW Term, Company shall be compensated annually for the SOW Services as specifically set forth in Appendix B. Appendix B may be updated annually based on factors, including, but not limited to, (i) the market conditions, (ii) the complexity of the Services, (iii) the time, effort, and energy expended by Company, and/or (iv) a material change in Client's business, provided, however, that any such compensation increase shall not exceed the greater of five percent (5%) or the change in Consumer Price Index (CPI). In addition, Company reserves the right to adjust the compensation set forth in Appendix B at any time upon prior written notice if [the number of members covered under any plan procured by Company increases or decreases by more than fifteen (15%) percent compared to the start of such plan year].

4. **SOW Termination**.
    a. **Termination for Convenience:** Following the Initial Term, Client may terminate this SOW at any time for convenience.

    b. **Termination for Cause:** Each Party shall have the right to terminate this SOW for cause by providing the other Party with thirty (30) days' notice of termination upon the occurrence of any of the following events:

        i. If the other Party ceases to do business and/or otherwise terminates its business operations;
        ii. If the other Party violates any applicable law, rule, or regulation and does not cure such violation during the thirty (30) day notice period; and/or

i. If the other Party breaches a material term of this SOW and does not cure such defect during the thirty (30) day notice period.

Following a termination for cause by the Client, Company shall be compensated for all SOW Services performed by Company prior to the effective date of termination of this SOW. For variable fees, such fees due shall be based upon the then-current variable fees charged by Company at the time of such termination.

5. **Miscellaneous**. This SOW shall not be changed, modified, or amended except by a writing signed by an authorized representative of each Party. In the event of any inconsistency or conflict between the terms of this SOW and the Agreement, the order or preference shall be (i) the specific shall govern over the general and (ii) the SOW shall govern over the Agreement. To the fullest extent practicable, the terms of this SOW and the Agreement are meant to be read together.

The Parties have caused this SOW to be signed by their duly authorized representative effective as of the Effective Date.

COMPANY:

Alera Group and its Subsidiaries

By: _____
Name: Cherise Reese
Title: EB Director of Client Services, NW

CLIENT:

Fremont County Colorado

By: _____
Name: **Debbie Bell**
Title: **County Commissioner Chairwoman**

Appendix A – SOW Services

Consulting services to be provided under this Agreement will include the following:

1) Plan Design & Documentation

a) Review plan design and prepare reports analyzing your current programs
b) Benchmark plan design and costs with national survey data
c) Review industry and benefit trends
d) Evaluate consumer driven health plan initiatives (HRA, HSA, FSA, layering, etc.)
e) Develop voluntary benefit plan strategy and assist with implementation
f) Recommend employer-sponsored benefit plans to accomplish objectives and obligations
g) Review claims expense trends and benchmark to norms if claims experience is provided
h) Make recommendations on options for all components of the benefit program

2) Benefit Plan Marketing

a) Confirm vendor satisfaction
b) Assess and prepare inventory of services provided by current vendors
c) Evaluate opportunities/costs for automation
d) Develop plan/vendor marketing strategy
e) Determine appropriate plan funding mechanisms (fully insured, advice to pay, self-funded, etc.)
f) Discuss pros/cons of bundled ASO medical/care management/stop loss components
g) Access stop-loss and Rx buying aggregators, when available
h) Market each benefit plan as determined by marketing calendar (absent service/pricing concerns and/or change in goals/benefit strategy)
i) Analyze proposals, make recommendations, and assist in their implementation
j) Ensure rates from selected proposals are billed correctly once implemented.

3) Renewal Planning & Negotiations

a) Develop preliminary renewal projections if claims experience is provided
b) Request vendor renewals to ensure timely receipt
c) Ensure all desired plan options and services requested
d) Evaluate and negotiate vendor renewal pricing

4) Financial Monitoring/Reporting

a) Utilize carrier/administrator standard reports if claims experience is provided
b) Create monthly, meaningful custom reports of claims experience, premium and enrollment by plan if claims experience is provided
c) Model employer and employee contribution strategies as needed
d) Evaluate cost containment programs and make recommendations regarding such programs
e) Assist in establishing appropriate claim reserves if claims experience is provided
f) Prepare semi-annual or annual report analyzing experience, expenses and plan modifications if claims experience is provided

5) Benefit Plan Communications

a) Develop "employee benefit brand" to better differentiate communications and tie strategic themes together.
b) Educate members throughout the year about your benefit plans and how to use them
c) Prepare announcement letters and memos, benefit summaries and employee booklets at Open Enrollment and throughout the year.
d) Develop enrollment materials, including customized enrollment forms (if necessary)
e) Provide Benefits-at-a-Glance booklet
f) Prepare Open Enrollment PowerPoint presentation (also for use with New Hires)
g) Conduct Open Enrollment and informational meetings (minimum participation of 10 employees per meeting)
h) Prepare, tally and analyze employee & employer surveys to gauge perceptions, enrollment behavior and plan selection motivators.

6) Compliance Support

a) Provide updates on pending legislative issues
b) Prepare periodic bulletins containing pertinent information on compliance and employee benefit trends
c) Provide all required statutory employee notices
d) Send timely reminders of employer statutory filing requirements
e) Utilize Compliance Audit Checklist to comply with federal and state regulations
f) Prepare ERISA Wrap-Document for client review – legal review provided at pass-through cost
g) Prepare signature-ready Form 5500s using Third Party TPA (if applicable)
h) Assist in preparing summary annual reports using Third Party TPA (SAR)
i) Review and/or prepare summary plan descriptions (SPDs), Summary Material Modifications (SMMs) and Plan Documents (PDs). Separate legal review will be needed by qualified ERISA counsel.
j) Ensure plan contracts and agreements are accurate and aggressively negotiated
k) Work with Plan Sponsor's legal counsel, as appropriate, to accomplish documentation and compliance objectives
l) Review Summary of Benefits and Coverage documents for accuracy

7) Vendor Management

a) Support client with administrative questions and/or service concerns
b) Coordinate and attend periodic vendor service and capabilities meetings
c) Serve as employer advocate in mediating benefit issues
d) Troubleshoot claims, eligibility, and provider network problems
e) Assist with provider billing issues/disputes

8) Strategic Planning

a) Initial analysis with benefits management team
b) Review 3-year plan expense and design history
c) Discuss/confirm operational groups and/or individuals that should have input into the Strategic Plan

9) Employee Advocacy

a) Employee advocacy services to employees and dependents (8:00 - 4:30 PST) via toll-free phone number & email
b) Create flyers, posters and email template communications to advertise the Employee Advocate program
c) Ensure strategic messages/education/recommendations are communicated to Members
d) Provide annual Client report on advocacy utilization, or as requested

APPENDIX B – SOW ANNUAL COMPENSATION

Compensation. As consideration for the SOW Services, Company may be compensated on an annual basis by (i) commissions and/or fees directly from insurance markets, insurance carriers, insurance intermediaries, insurance wholesalers, and/or insurance underwriters, (ii) fees directly from Client, or (iii) a combination of commissions and fees. By entering into the SOW, Client expressly consents to Company's compensation set forth herein.

Line of Coverage	Carrier	PEPM or Commission Rate
Medical	Cigna	$27 PEPM

Company shall be entitled to all commissions and/or fees due and payable by insurance markets, insurance carriers, insurance intermediaries, insurance wholesalers, and/or insurance underwriters in connection with the SOW Services. All commissions and/or fees directly from insurance markets, insurance carriers, insurance intermediaries, insurance wholesalers, and/or insurance underwriters shall be deemed earned in full when paid or remitted to Company.

Client and Company agree to work together in good faith to discuss and update the annual compensation amount, if and when appropriate based on a reasonable increase in time, cost, effort, complexity, and/or resources. Notwithstanding the foregoing, (a) Company may be permitted to increase the Annual Fee on an annual basis based on factors, including, but not limited to, (i) the market conditions, (ii) the complexity of the Services,
(iii) the time, effort, and energy expended by Company, and/or (iv) a material change in Client's business; provided, however, that any such compensation increase shall not

exceed the greater of five percent (5%) or the change in Consumer Price Index (CPI); and (b) Company reserves the right to adjust the Annual Fee at any time upon prior written notice if [the number of members covered under any plan procured by Company increases or decreases by more than fifteen (15%) percent compared to the start of such plan year]. Furthermore, insurance markets, insurance carriers, insurance intermediaries, insurance wholesalers, and/or insurance underwriters may modify fees or commission amounts on an annual basis, and Company will endeavor to provide Client with prompt notice of any changes.

Disclosure. In addition to any compensation set forth herein, including, but not limited to, fees or retail commissions, Client acknowledges and agrees that Company may also be eligible to receive, and may receive, other forms of compensation such as (i) incentive or contingency payments or bonuses, (ii) supplemental commissions and/or (iii) profit sharing, in each case from insurance companies, insurance intermediaries, insurance wholesalers, insurance underwriters, or other third parties because of being an insurance broker.