

GBS MASTER SERVICES AGREEMENT

This Agreement (“Agreement”) is effective as of January 1, 2023 (“Effective Date”) by and between GBS Benefits, Inc. (together with its affiliates “GBS”), located at 2200 South Main Street, Suite 600, Salt Lake City, UT, 84118, and CLIENT, San Juan County, located at 117 South Main, Monticello, UT 84535 (“CLIENT”). (CLIENT and GBS are sometimes hereinafter referred to collectively as the “Parties” and individually as a “Party.”)

WHEREAS, GBS is the agent of record for CLIENT’s health insurance, and CLIENT desires to retain GBS to perform additional services identified in this Agreement and any corresponding statement of work (“SOW”), and GBS understands that it is intended that this Agreement will apply to all work or services to be performed by GBS unless otherwise agreed upon between the Parties in writing;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the terms and conditions set forth herein.

ARTICLE 1. SERVICES AND SCOPE OF AGREEMENT.

A. CLIENT desires to obtain from GBS, and GBS desires to provide to CLIENT, certain services and deliverables hereinafter defined (collectively “Services”) described in any attached SOW. Each SOW attached is incorporated by reference. In the event GBS agrees to perform multiple services for CLIENT, a new SOW will be created for each service for which GBS is retained.

B. At any time during the term of this Agreement, either Party may request modifications to the Services identified in an SOW. As soon as practicable following such request, the Parties will discuss the feasibility of the requested modifications and the impact on the time schedules and costs specified in the SOW. No change in the SOW shall be made unless agreed to in writing by both parties, and absent such written agreement, both parties will remain bound by the original terms. No modification or amendment to this Agreement or any SOW can alter the provisions of this Agreement regarding the ownership of intellectual property unless signed by an officer of each party.

ARTICLE 2. COMPENSATION.

A. CLIENT will pay GBS for satisfactory performance of the Services based on the agreed pricing schedule as described in the SOW for the Services. For the purpose of this Agreement, GBS fees from CLIENT for the Services (“**GBS Fees**”) may be earned by GBS by providing the Services, completed and expensed as described in Article 3.

B. A SOW includes all applicable GBS Fees that shall be paid by CLIENT and is firm and fixed and at no time will GBS charge higher or additional GBS Fees. GBS Fees are inclusive of any and all government fees and or applicable taxes. In no event will CLIENT be obligated to make payment for any Services performed by GBS which are outside the scope of a SOW, or for: 1) any Services which GBS agreed to perform but did not complete, or 2) any Services performed by GBS after the termination or expiration of this Agreement

C. Unless otherwise stated in a SOW, during the term of this Agreement, GBS will submit to CLIENT one (1) invoice per month listing the GBS Fees earned for Services delivered in the previous month. All invoices will be sent via electronic mail to the CLIENT, and will be accompanied by appropriate supporting documentation, evidencing the work completed by GBS during the calendar month for which GBS seeks payment. CLIENT will review each invoice and its supporting documentation and, unless disputed by CLIENT, pay the amount set forth in each such invoice within fifteen (15) days after CLIENT’s receipt of the invoice. GBS acknowledges and agrees that CLIENT is not responsible for payment delays associated with invoices that violate this Agreement. Billing disputes

will not be a cause of non-performance under this Agreement or applicable SOW.

D. GBS agrees that the payments described above are full and complete compensation expected from CLIENT for all Services performed under this Agreement. For disclosure of compensation GBS receives from other entities (including other service providers) as a result of the service GBS provides CLIENT, see the ERISA 408(B)(2) Disclosure.

ARTICLE 3. EXPENSES.

GBS will be solely responsible for any and all expenses it incurs in association with the performance of the Services, unless otherwise expressly provided for in the applicable SOW(s). Upon request of CLIENT, GBS shall provide supporting documentation for all expenses specifically allowed to be reimbursed by CLIENT under the applicable SOW(s).

ARTICLE 4. TERM AND TERMINATION.

A. The term of this Agreement (“Term”) will begin on the Effective Date and will continue until January 1, 2024. CLIENT will have (4) one-year renewal options, ending January 1, 2028.

B. CLIENT may terminate this Agreement immediately, in whole or in part, upon written notice to GBS without cause or reason and without any further liability, obligation or responsibility hereunder to GBS or any third party under this Agreement. However, CLIENT will be responsible for expenses incurred prior to termination within the terms and conditions provided for herein, or fees ultimately payable with respect to Services rendered prior to termination. Payment to GBS for the Services shall be in accordance with the terms set forth in a SOW.

C. GBS may terminate this Agreement immediately, in whole or in part, upon written notice to CLIENT without cause or reason and without any further liability, obligation or responsibility hereunder to CLIENT or any third party under this Agreement. However, GBS will be responsible to complete the work defined in a SOW that was delivered and accepted prior to the notice of termination, subject to CLIENT’s obligation to pay for Services rendered under such a SOW.

D. Upon termination or expiration of this Agreement or the Services hereunder, or at any other time at CLIENT’s request, GBS will immediately deliver to CLIENT all property belonging to CLIENT, any property or work in progress developed in connection with this Agreement, and all materials containing or constituting Confidential Information, including any copies, whether prepared by GBS or others.

ARTICLE 5. PLACE OF PERFORMANCE.

GBS will work primarily from its own office facilities, at CLIENT’s office location, or a mutually approved location solely for use in performance of Services hereunder. The location shall be specified in the SOW.

ARTICLE 6. CONFIDENTIAL INFORMATION.

GBS acknowledges that in the course of performing Services, GBS will have access to and become familiar with various trade secrets and confidential information of CLIENT, and/or third parties who have provided such information to CLIENT, including, but not limited to, software, customer contracts, customer lists, customer prospect lists, invoices, customer requirements, sales procedures, research data, design data, marketing and pricing information and data, marketing plans, financial information of

CLIENT and/or its customers, and other technical, marketing and/or business information and personal data relating to individuals (collectively, “**Confidential Information**”). GBS acknowledges that this Confidential Information gives CLIENT a competitive advantage in the industry. GBS agrees to not use in any way or disclose to any person or entity any such Confidential Information, either directly or indirectly, either during the term of this Agreement or at any time thereafter, except as required in the course of performing Services under this Agreement. GBS will further take reasonable precautions and act in such a manner as to ensure against unauthorized disclosure or use of the Confidential Information, using at least the standard of care GBS uses to protect its own confidential information. Upon termination or expiration of this Agreement, or earlier if requested by CLIENT, GBS will deliver all such Confidential Information and any copies of the same to CLIENT. GBS acknowledges and agrees that CLIENT would suffer irreparable harm in the event the Confidential Information or any portion thereof was disclosed, copied or used in any manner except as provided in this Agreement. Accordingly, and notwithstanding Article 13, Section G (Governing Law/Jurisdiction and Venue), in the event of a breach or threatened breach of the provisions of this Article 6, GBS agrees that CLIENT will be entitled to pursue any and all remedies at law or in equity, including, but not limited to, a temporary restraining order or preliminary or permanent injunction, or the equivalent of the same, without requirement of a bond, to prevent disclosure, copying and/or use of the Confidential Information.

ARTICLE 7. CLIENT’S OBLIGATION TO PROVIDE INFORMATION.

In order for GBS to execute its functions under a SOW, CLIENT agrees it is responsible to deliver to GBS accurate and complete information as described and defined in the applicable SOW. CLIENT acknowledges and agrees that failure of CLIENT to promptly supply the complete and accurate information described above or otherwise reasonably requested by GBS, will absolutely preclude GBS from fully and promptly performing its obligations under the applicable SOW, and GBS will not be liable for consequences, direct or indirect, in connection with the failure to timely supply complete and/or accurate information. CLIENT shall always have, during the term of this Agreement, the sole authority and responsibility for its health plans and health insurance and their operation, including the authority and responsibility for administering, construing and interpreting the provisions of such plans and making all determinations thereunder. CLIENT is considered the Plan Administrator and the Named Fiduciary of the plans for purposes of ERISA.

GBS will use ordinary care and due diligence in the exercise of its power and in the performance of its responsibilities. CLIENT ACKNOWLEDGES THAT THE PERFORMANCE OF SERVICES BY GBS DOES NOT AND IS NOT INTENDED TO MAKE GBS THE “PLAN ADMINISTRATOR,” “PLAN SPONSOR,” OR OTHER “FIDUCIARY” UNDER THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, OR COBRA LAW AS AMENDED OR OTHERWISE OF ANY PLAN, AND CLIENT WILL NOT IDENTIFY OR REFER TO GBS OR ANY OF ITS AFFILIATES AS SUCH. GBS HAS NO DISCRETIONARY AUTHORITY OR DISCRETIONARY RESPONSIBILITY IN THE ADMINISTRATION OF THE PLAN(S). CLIENT agrees that this responsibility is and remains that of the CLIENT. GBS shall not be liable under this Agreement unless its actions are grossly negligent or in willful and wanton disregard of its explicit duties under this Agreement. The parties further acknowledge and agree that GBS will not be deemed to be providing legal or tax advice to CLIENT as a result of the duties undertaken by GBS pursuant to this Agreement.

ARTICLE 8. INDEPENDENT CONTRACTOR STATUS.

It is understood and agreed that GBS will provide the Services under this Agreement on a professional basis and as an independent contractor and that during the performance of the Services under this Agreement, GBS will not be considered an employee of CLIENT within the meaning or the applications of any federal, county, state or local laws or regulations including, but not limited to, laws or regulations covering unemployment insurance, old age benefits, worker's compensation, industrial accident, labor or taxes of any kind. GBS, and any of its employees, or contractors shall not be entitled to benefits that

may be afforded from time to time to CLIENT's employees, including without limitation, vacation, holidays, sick leave, worker's compensation and unemployment insurance. Further, CLIENT shall not be responsible for withholding or paying any taxes or social security on behalf of GBS, or any of its employees, or contractors.

ARTICLE 9. WARRANTIES AND REPRESENTATIONS.

GBS hereby represents, warrants and covenants to CLIENT that:

A. GBS is not restricted in any way, by agreement or otherwise from entering into this Agreement and providing the Services, and that it has no interests or obligations, nor during the term hereof will it acquire any interests or obligations, which conflict with or hamper its ability to perform as required hereby.

B. GBS will not breach any agreement or other obligation to keep in confidence or refrain from using, the confidential, proprietary, or trade secret information of a former employer, another client or any other person, and will not use any such information in connection with the Services.

C. GBS will perform the Services in a professional manner and otherwise in accordance with the highest industry standards and all such work shall conform to the specifications and all other requirements hereunder and under the SOW. GBS shall correct any error, defect or non-conformance at no additional cost to CLIENT. This warranty is in addition to any warranty that may be implied or imposed by operation of law.

D. GBS warrants and represents that GBS shall comply with all applicable laws and professional obligations.

E. The parties agree that the foregoing representations, warranties, and covenants are material, made by GBS to induce CLIENT to enter into this Agreement, and relied upon by CLIENT in deciding to enter into this Agreement. The foregoing representations and warranties will survive expiration or termination of this Agreement for any reason.

ARTICLE 10. TRADEMARK AND TRADE NAME.

This Agreement does not give either Party any ownership license rights or interest in the other Party's trade name or trademarks.

ARTICLE 11. INDEMNIFICATION.

A. GBS, at its own expense, shall indemnify, defend and hold CLIENT, its partners, employees, agents, affiliates, designees and assignees harmless from and against any and all suits, causes of action, proceedings, loss, damage, liability or expense, including defense costs and legal fees, and claims of any nature, including but not limited to, damage to property and personal injuries, including death, arising out of, resulting from, or relating to any negligent act or omission of GBS relating to the performance of this Agreement or from any breach of this Agreement by GBS. GBS, at its expense, shall defend any suit or dispose of any claim or other proceeding brought against said indemnities on account of such damage or injury, and shall pay all expenses, including attorney's fees, and satisfy all judgments which may be incurred by or rendered against said indemnities.

B. CLIENT, at its own expense, shall indemnify, defend and hold GBS, its partners, employees, agents, affiliates, designees and assignees harmless from and against any and all suits, causes of action, proceedings, loss, damage, liability or expense, including defense costs and legal fees, and claims of any nature, including but not limited to, damage to property and personal injuries, including death, arising out of, resulting from, or relating to any negligent act or omission of CLIENT relating to the

performance of this Agreement or from any breach of this Agreement by CLIENT, including, but not limited to, the failure of CLIENT to deliver to GBS complete and accurate information as described in Article 7 of this Agreement. CLIENT, at its expense, shall defend any suit or dispose of any claim or other proceeding brought against said indemnities on account of such damage or injury, and shall pay all expenses, including attorney's fees, and satisfy all judgments which may be incurred by or rendered against said indemnities.

ARTICLE 12. LIMITATION OF LIABILITY.

EXCEPT FOR ANY AMOUNT RECOVERABLE BY GBS OR CLIENT PURSUANT TO THE INDEMNIFICATION OR BREACH OF CONFIDENTIALITY PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE, OR BECOME LIABLE FOR: LOST PROFITS, LOST SAVINGS, OR OTHER CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING.

THE AGGREGATE LIABILITY OF GBS TO CLIENT FOR ANY CAUSE OF ACTION OR CLAIM (WHETHER UNDER CONTRACT OR TORT) SHALL BE LIMITED TO THE AMOUNTS PAYABLE TO GBS HEREUNDER WITH RESPECT TO THE SERVICES THAT ARE THE SUBJECT OF SUCH ACTION OR CLAIM. BOTH PARTIES AGREE THAT THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE CHARGES TO BE PAID BY CLIENT HEREUNDER AND THE LIMITATIONS SET FORTH IN THIS SECTION, REFLECT THE ALLOCATION OF RISK UNDERSTOOD AND AGREED UPON BY THE PARTIES, INCLUDING THE RISK THAT A REMEDY MAY FAIL OF ITS ESSENTIAL PURPOSE.

ARTICLE 13. GENERAL PROVISIONS.

A. Entire Agreement. This Agreement represents the entire and sole agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, understandings, representations or consulting agreements whether written or oral. Except as specifically provided for in this Agreement, in the event a SOW contains terms that attempt to modify the provisions of this Agreement, those terms shall be deemed to have no force or effect and are not binding on CLIENT. This Agreement cannot be modified, changed or amended, except for in writing signed by the Parties.

B. Waiver. The failure of either Party to require performance by the other of any provision hereof shall in no way affect the right to require performance at any time thereafter, nor shall the waiver of a breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.

C. Relationship. Nothing herein contained shall be construed to imply a joint venture, partnership or principal-agent relationship between GBS and CLIENT, and neither Party shall have the right, power or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed to in writing.

D. Assignment, Delegation and Subcontracting. Neither Party shall assign or delegate this Agreement or any rights, duties or obligations hereunder without the express written consent of the other Party. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the successors, legal representatives and assignees of the Parties hereto. Notwithstanding anything to the contrary herein, CLIENT may assign this Agreement to any affiliate without consent.

Notwithstanding the foregoing, GBS may subcontract a portion (but not all) of its rights or obligations under this Agreement to another person or entity, provided that (1) GBS shall have given CLIENT prior

written notice of any proposed subcontract in sufficient detail and CLIENT shall not have objected to the subcontract on reasonable grounds within fourteen (14 days) following receipt thereof, and (2) GBS remains fully responsible for the performance of any subcontracting hereunder.

E. Severability. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

F. Notices. Any notices, payments or statements to be provided under this Agreement will be sent to GBS and to CLIENT at the addresses provided in the Preamble to this Agreement or to such other address as one Party may from time to time designate in writing to the other. Any notice required to be made or given to either Party hereto will be made by personal delivery, confirmed facsimile, overnight courier with traceable delivery, certified or registered mail, return receipt requested, postage prepaid.

G. Governing Law/Arbitration. This Agreement and any dispute arising out of or in connection with or related to this Agreement (“Dispute”) will be governed as to all matters, including, but not limited to the validity, construction and performance of this Agreement, by and under the laws of the State of Utah, United States of America, without giving effect to conflicts of law principles thereof. The jurisdiction and venue of any proceeding involving any Dispute shall be the federal or state courts located in Salt Lake County, Utah.

H. Laws and Regulations. GBS shall comply with all applicable laws and governmental regulations. GBS is not expected or authorized to take any action in the name of or otherwise on behalf, of CLIENT which would violate applicable laws or governmental regulations.

I. Paragraph Headings. The paragraph headings set forth in this Agreement are for the convenience of the Parties, and in no way define, limit, or describe the scope or intent of this Agreement and are to be given no legal effect.

J. Injunctive Relief. Each of the Parties acknowledges that any dispute or material breach of this Agreement may cause the other Party immediate and irreparable injury not adequately compensable in damages alone. Therefore, the provisions of this dispute resolution section shall not preclude either Party from seeking immediate preliminary, temporary or permanent injunctive relief in addition to liquidated damages and all other available remedies in law or in equity without the need to first exhaust the dispute escalation procedures set forth therein.

IN WITNESS WHEREOF, undersigned authorized representatives of the Parties have executed and made this Agreement to be effective as of the Effective Date.

GBS		CLIENT	
Name:	<u>Matt Kiisel</u>	Name:	_____
Title:	<u>SVP of Operations</u>	Title:	_____
Signature:	_____	Signature:	_____
Date:	_____	Date:	_____

EXHIBIT A: STATEMENT OF WORK

This Statement of Work is entered into as of January 1, 2023 (“Effective Date”) by and between GBS Benefits, Inc., a Utah corporation with offices at 2200 South Main Street, Suite 600, Salt Lake City, UT, 84118 (“**GBS**”) and San Juan County, with offices at 117 South Main, Monticello, UT 84535 (the “**Client**”) pursuant to that certain GBS Master Services Agreement by and between GBS and Client (the “Agreement”). This Statement of Work is incorporated into the Agreement by reference. Any term not otherwise defined herein shall have the meaning set forth in the Agreement.

Description of Services:

Consulting Services, including the following:

1. Provide the Client with insurance consulting services concerning cost, benefits provided, and contracts with insurance carriers in connection with the plan or program.
2. Recommend benefit changes to meet the objectives of the Client in connection with the plan or program as these objectives are communicated by the Client to the Consultant.
3. Prepare such reports in regard to the plan or program as Parties may reasonably agree upon concerning trends, utilization, and costs to the Client.
4. Prepare specifications and assist the Client in bidding group insurance products in connection with the plan or program. This includes assistance with preparation of RFPs and evaluation of bids received in response to same.
5. In connection with the group insurance products utilized by the plan or program, negotiate rates and benefits with insurance carriers for review, evaluation and selection by the Client.
6. Be an intermediary for the Client in working with insurance carriers to assist in regard to insurer compliance with insurance contracts and in dispute resolution with insurers.
7. Assist the Client by suggesting methods for the Client’s containment of benefits costs with respect to the plan or program.
8. Work with the insurance carriers to secure rate estimates and firm renewal rates for the Client’s review, evaluation and selection.
9. Health & Wellness plan or program consultation and design.
10. Review contracts, agreements and summary plan descriptions (SPDs).
11. Any other duties specified in Client’s initial request for proposals (RFP) relating to this agreement not otherwise specifically excluded from this Contract.

12. Other duties as may be mutually agreed between the Parties, and which are reduced to a writing signed by both Parties which writing states that it is intended to modify or amend this Contract.

Compensation: Eligible for standard carrier overrides, and commission/overrides on non-medical lines.

For services performed pursuant to this SOW, the Consultant will be compensated by the Client as follows:

Consulting Fee: \$3,000 per month

The parties have executed this Statement of Work below to indicate their acceptance of its terms.

GBS Benefits, Inc., a Utah corporation

GBS

Matt Kiisel

Name:

SVP of Operations

Title:

Signature:

Date:

CLIENT

Name:

Title:

Signature:

Date: