

AGREEMENT FOR SERVICES

This agreement (the "Agreement") is effective 14th day of March, 2022 (the "Effective Date"), between Laramie County (hereinafter referred to as "Client") and EBenefits Solutions, LLC (hereinafter referred to as "Company").

Whereas, Company is engaged in providing certain software solutions for employers providing benefits to their employees;

Whereas, Client desires to engage a company that can provide software solutions for employee benefits enrollment and administration; and

Whereas Client has requested and Company has agreed to make available the use of certain software and to provide certain services on the terms and conditions set forth below and in the attached appendices and schedules, on a non-exclusive basis.

Now, therefore, in consideration of the foregoing recitals, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. As set forth in the attached General Terms and Conditions and any other appendices and schedules attached to this Agreement, which are hereby incorporated by reference and made a part of this Agreement, Company shall provide Client and its Covered Employees, access to, and use of, Company's internet portal and software, and provide the Services described in the schedules.
2. Any and all notices, requests, demands, or other communications which relate to the other party's failure to perform, or which otherwise affect either party's rights under this Agreement will be deemed properly given when furnished by receipted hand-delivery to the other party, delivered by a receipted express courier or overnight delivery service, or deposited in the U.S. Postal Service, properly stamped and addressed to the party for whom intended at such parties' address listed herein (postage prepaid, certified mail, return receipt requested). Sender will address all notices, requests, demands, or other communications to the recipient at the address below. A Party may change its address for notice hereunder by giving written notice to the other Party.

If to Client, the communication will be sent as follows:

Laramie County
310 West 19th Street
P.O. Box 608
Cheyenne, WY 82003-0608


If to Company, the communication will be sent as follows:

EBenefits Solutions, LLC
US Steel Tower, Suite 725
600 Grant Street
Pittsburgh, PA 15219

Attention: Kismet Toksu, President

3. In the event of any conflict between any provision of this Agreement for Services, the attached General Terms and Conditions and/or any appendix or schedule (other than the Business Associate Agreement), the provisions the General Terms and Conditions shall control. The foregoing notwithstanding, in the event of a conflict between the Business Associate Agreement attached as Appendix A and this Agreement for Services, the General Terms and Conditions or any appendix or schedule, the Business Associate Agreement shall control.

In Witness Whereof, and intending to be legally bound, Company and Client have each caused this Agreement to be executed by its duly authorized representative.

Laramie County	EBenefits Solutions, LLC
By: _____	By: <u></u>
Name: _____	Name: <u>Vishesh Tokar</u>
Title: _____	Title: <u>President</u>
Date: _____	Date: <u>March 8, 2022</u>

RECEIVED AND APPROVED AS
TO BE LOANED BY THE
LARAMIE COUNTY ATTORNEY



General Terms and Conditions

These General Terms and Conditions shall apply to the System and all Services provided pursuant to the Agreement. In consideration of the mutual undertakings contained in the Agreement, these General Terms and Conditions and the attachments to the Agreement, the Parties agree as follows:

ARTICLE 1: DEFINITIONS.

All capitalized terms shall have the meaning set forth in the Agreement, unless otherwise defined herein.

Acceptance is defined in Section 4, below.

Agreement means the Agreement for Services to which these General Terms and Conditions are attached, these General Terms and Conditions, all other appendices and schedules to the Agreement for Services, and all documents incorporated by reference herein. The foregoing together shall constitute the Agreement.

Application means Company's proprietary software application as specified in the Quotation and as may have been configured for Client's use (subject to applicable customization fees), as well as all related documentation provided to Client. Application also includes Company's proprietary software application updates and derivatives that are substantially equivalent in features and functionality to the respective application specified in the Quotation.

Benefit Providers means insurance carriers, health benefit providers, disease management providers, and other third parties that Client authorizes Company to either provide Data or to grant access to Data.

Client means the entity identified as the Client in the Agreement for Services.

Client Elements means Client's trade names, trademarks, service marks, logos, slogans, and trade dress, and all intellectual property rights relating thereto.

Client Site means, individually and collectively, the Client website(s) located through the URL(s) to be provided to Company by Client.

Company means EBenefits Solutions, LLC and its successors and assigns.

Company's Intellectual Property means the Application, the Documentation, the Portal and all materials provided by or on behalf of Company to Client, and all related intellectual property rights, including, but not limited to, all trade name, trademark, copyright, trade secret and patent rights.

Confidential Information means any and all proprietary or confidential business information or Data related to the disclosing Party, or such Party's operations, employees, services, or customers. In addition, Company's Intellectual Property shall be Confidential Information of Company, and the Client's Intellectual Property, the Data and the Client Elements shall be Confidential Information of Client.

Covered Employee means any individual who is eligible to participate in employee benefit program(s) offered by the Client and who has been specifically authorized by the Client to have access to the System by virtue of their status as a prospective employee; an active employee; an employee on a Leave of Absence; a former employee; and any eligible dependent of the Client's employee who is also eligible to participate in employee benefit program(s) offered by Client.

Data means data provided either by or on behalf of Client or a Covered Employee under the Agreement, or created from such data.

Data Center means, individually and collectively, the physical location(s) where Company hosts the System.

Documentation means written descriptions of the features and functionality of the Application, including applicable user manuals for administrators, implementation plans, and such other documents as Company may create for Client.

Go Live Release Date means the date of System Acceptance as set forth in Section 4 below.

HIPAA means the Health Insurance Portability and Accountability Act of 1996, including the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), and its implementing regulations, as amended.

Normal Work Hours means 8:00 a.m. to 5:00 p.m. U.S. Eastern Time, excluding weekends and those legal holidays observed by Company.

Party means either Company or Client, and Parties means Company and Client.

Payment Schedule means any schedule of payments set forth in one or more schedules attached to this Agreement.

PHI means "protected health information" as that term is used in HIPAA.

Portal means the Company website through which the Services are provided and through which Client and Covered Employees will provide Data.

Quotation means the Proposed Service Fees set forth in one or more schedules attached to this Agreement.

Required URLs means the universal resource locator(s) (URL(s)) provided by Company for use by Client as hyperlinks from the Client Site to the Portal. Client will permit access to the Portal only from the Client Site.

Requirements Document means the document(s) listing the specifications and requirements of the Services, including the manner in which the Services will be provided, as such document(s) may be amended or supplemented from time to time. The Requirements Document will be prepared by Company after reviewing the plans and consulting with Client. The Requirements Document or portions thereof will be submitted to Client for approval. Upon approval, the Requirements Document will be incorporated by reference into this Agreement. Company shall have no obligation to perform under the Requirements Document until it is approved by Client.

Services means the services to be provided under the Agreement, as described in one or more schedules attached to this Agreement.

System means, collectively, the Applications, the Portal, and the Third-Party Components.

Term means the term of the Agreement, as specified in these General Terms and Conditions and the attached Payment Schedule.

Third-Party Components means the (i) Third-Party Equipment, Third Party Software, and Services; or (ii) items within the public domain used by Company in providing the Services under the Agreement.

Third Party Equipment means any computer hardware or other equipment located at the Data Center that Company utilizes or permits a Client to utilize, in the performance of the Services.

Third Party Software means any software that Company licenses from an entity that is not a party to the Agreement and which Company utilizes, permits Client to utilize, and/or sublicenses to Client.

Users means Client as well as Covered Employees, Students enrolled in a Student Health Plan and all agents (including 1099 Contractors) of Client authorized by Client to use the System.

ARTICLE 2: SERVICES.

2.1 Access and Use of the Application. During the Term, Client shall have the limited, non-exclusive, and non-transferable right in the United States to (i) access through the Portal and use the Application, configured and hosted by Company, solely for its own internal use, (ii) use the Documentation, make copies of the Documentation and distribute the Documentation to Users only as reasonably required for its own internal use, and (iii) include on the Client Site the Required URLs referencing and linking to the Portal. Client will use, and permit Users to use, the Application, Documentation and Portal only as contemplated by, and specified in, the Agreement, including, without limitation, these General Terms and Conditions. Client agrees to include "Powered by eBenefits" on various pages within the Company website.

2.2 Implementation Services. Company shall provide the implementation services as set forth in one or more schedules to the Agreement to Client.

2.3 Services. During the Term, Company shall provide the services set forth in any schedules to this Agreement designated as "Services Provided by EBenefits Solutions."

2.4 Hosting and Data Retention. All Data entered by or on behalf of Client or Users, or created based on such Data, will reside on equipment operated by Company or its affiliates. Such Data will be included in Company's standard data backup. Company is responsible for establishing and maintaining adequate operational back-up and disaster recovery provisions

and procedures for Data. Client is responsible for establishing and maintaining adequate operational back-up and disaster recovery provisions for its Data.

2.5 ERISA. The Parties acknowledge and agree that Company is not intended to be a "Fiduciary" under the terms of the Employment Retirement Income Security Act (29 U.S.C. §1001, *et. seq.*) or any related regulations (referred to collectively as "ERISA"). The Parties further acknowledge and agree that none of the services provided by Company are fiduciary functions and that Company shall have no discretion in the management of any benefit plans offered by Client.

2.6 Portal; Company's Internet Protocol (IP) address. Unless otherwise specified, all Services will be provided through the Portal. Elements of the Client Site may be used in the Portal, at Client's discretion, and the Portal may include Client Elements. Copyright notices with the "EBenefits Solutions" name and/or logo may be placed on each page of the Portal.

2.7 Use of Client Elements. Client grants to Company for the sole purpose of delivering the Services a limited, non-exclusive, right within the United States during the Term to (i) use the Client Elements provided to Company by Client, and (ii) "push," or re-transmit, display, deliver, or direct Users to, any one or more pages from the Client Site to users of the Portal if Client requests that Company do so in order to answer questions from users of the Portal. The rights granted under this Section will automatically terminate upon the expiration or earlier termination of the Agreement. Company agrees that title to and ownership of the Client Elements remain at all times with Client. Company will use the Client Elements in accordance with Client's usage guidelines, as provided to Company, including any modifications to such guidelines that are provided to Company from time to time, and exactly in the form, color, and size provided by Client. Client will provide all necessary artwork to Company in an appropriate digital format and at Client's expense. Company will not form any combination marks using one or more of the Client Elements in combination with the marks or logos of Company or any other person or entity. Company will not take any action inconsistent with Client's ownership of the Client Elements. Company will take appropriate measures to maintain, in connection with its use of the Client Elements, the integrity and rights of Client in and to the Client Elements, and will use commercially reasonable efforts to immediately notify Client if Company becomes aware of any threatened or actual conflict with or challenge against one or more Client Elements. Company will not use any Client Element except as

contemplated by, and specified in, the Agreement and these General Terms and Conditions. All rights, duties, and obligations set forth in this Section relating to the Client Elements that bind or inure to the benefit of Company will concurrently bind and inure to the benefit of any third party appointed by Company to provide a portion of the Services (including, but not limited to, any third party that may "push" pages from the Client Site to users of the Portal as requested by Client). Company will be responsible for the performance of its third-party providers in accordance with the Agreement and these General Terms and Conditions.

ARTICLE 3: CLIENT RESPONSIBILITIES.

3.1 List of Client Responsibilities. Included as a part of one or more schedules to this Agreement is a summary of "Services Provided by the Client or other Third Parties". These Services shall be responsibilities of Client or such other third-parties as may be contracted by Client to provide the services. Client shall perform the obligations set forth in the schedules and these terms and conditions, including, without limitation, those specified below.

3.2 Users. Client shall provide Company, no less frequently than bi-weekly a complete, accurate, and updated electronic file, in a format agreed to by Company and Client, that includes: (a) a list of all authorized persons who are Covered Employees and eligible Users; and (b) a list of all persons who, during the course of the previous month, ceased being Users. Company shall have the right to rely on the completeness and accuracy of these files, and Client shall be responsible for any errors, inaccuracy, or incompleteness.

3.3 Plan Design. To the extent required for Company to provide Services, Client shall provide Company detailed descriptions of the plan design for Client's employee benefits plan(s). Throughout the Term, Client shall provide Company with thirty (30) days advance written notice of any changes to any plan design, together with a detailed description of the revised plan design.

3.4 Data.

(a) Client shall not import, add, modify or delete Data by any method other than direct data entry through the Portal, without the prior written approval of Company.

(b) Client is responsible for maintaining adequate controls over its processing and Data transmissions, for monitoring the input of such processing and transmissions and for notifying Company of any non-conforming processing and/or transmissions.

(c) Company shall provide a username and password to each individual that Client identifies as an authorized User. Client is responsible for accurately identifying its authorized Users, and Company shall have the right to assume that all such information it receives directly from Client is correct, up-to-date, and complete.

(d) Client shall be solely responsible for assigning access codes to its employees and agents who will access the System on behalf of Client. It is Client's responsibility to notify Company of any issues that require Data access modifications.

(e) Client shall be solely responsible for identifying the Benefit Providers to which Data and other information provided by Client or other Users may be transmitted by Company, and for determining when such Data transmissions should be discontinued. Company shall discontinue sending/transmitting Data to a Benefit Provider as soon as reasonably practical but in all events within five (5) business days of receipt of written notice from Client that such Data transmission should be discontinued. Company shall have the right to rely on Client's instructions in performing the Services.

(f) Client acknowledges and agrees that Company is not responsible for checking, verifying or editing Data content or completeness or for detecting errors or anomalies, regardless of whether such Data is provided by Client or entered by a User(s). Company shall have the right to rely on the completeness and accuracy of all Data, regardless of whether the Data is provided by or on behalf of Client or a Covered Employee.

(g) Client shall be solely responsible for verifying the accuracy and completeness of all Data provided by Client and/or a User(s). Client must report to Company any inaccuracies or other Data or Systems issues promptly after Client becomes aware of such issues.

3.5 Notification to Covered Employees. The Parties acknowledge and agree that Client is responsible for complying with any notifications, including all federal, state, and local notification

requirements that may apply to Client. Company shall not be responsible for reviewing any notifications or for advising Client of the completeness, adequacy, timing, or accuracy of any such notifications.

3.6 Consents. Client shall be solely responsible for obtaining in a timely manner any consent required under federal or state laws, rules or regulations (including, without limitation, any consent required under HIPAA) for the transmission of Data to Company, the provision of Services to Client and Covered Employees by Company, and Company's provision of Data to any third parties in the performances of the Services (e.g., Benefit Providers). Client represents and warrants that it shall obtain and maintain throughout the Term, all such required consents in a timely manner. Company shall be responsible for obtaining in a timely manner any consent it is required to obtain under federal, state or local laws, rules or regulations.

3.7 Client Equipment. Client shall be solely responsible for selecting, purchasing, and maintaining any equipment and computer hardware and/or software required for Client or Users to access the Portal and use the Application.

ARTICLE 4: ACCEPTANCE.

The System, as implemented for Client, shall be deemed accepted as of the earlier of (i) the first date that Client grants access to the System to any Covered Employee; or (ii) thirty (30) days after Company notifies Client that the System implementation is completed, provided that during such thirty (30) day period Client does not notify Company in writing of any material errors or malfunctions in the System that prevents the System from providing the features or functionality set forth in the Documentation (the "Error Notice"). In the event that Client provides Company with an Error Notice, Company shall use commercially reasonable efforts to provide Client with a correction or a reasonable workaround. In the event that Company does not provide a correction or a workaround within thirty (30) days of the date Company receives the Error Notice, Client shall have the right to terminate the Agreement upon written notice to Company, which right of termination must be exercised within sixty (60) days of Company's receipt of the Error Notice, unless otherwise agreed by the Parties in writing. Under this Section, Client's right to terminate the Agreement shall be Client's sole and exclusive remedy.

ARTICLE 5: OWNERSHIP OF DATA AND INTELLECTUAL PROPERTY.

5.1 Ownership of Data. All Data provided by Client, Covered Employees or Users to Company shall remain the property of the entity providing such Data. The foregoing notwithstanding, Company shall have a perpetual, full paid-up license to use and disclose solely in furtherance of Company's business, any Data that: (i) either does not include PHI or has been de-identified as required by HIPAA, and (ii) has not been identified by Client in writing as Confidential Information or could not reasonably be expected to be confidential based on the nature of the disclosure. In addition, the business records of Company and all other records, electronic or otherwise, created or maintained by Company in performance of the Agreement will be and remain Company's property, with the exception of those records containing Protected Health Information of Client's employees. All de-identified information created by Company in compliance with the Agreement will belong exclusively to Company. Upon termination of this agreement, Client shall have access to retrieve data, including employee and benefit information, specific to the Client.

5.2 Ownership of Intellectual Property. Client acknowledges and agrees that title to and ownership of Company's Intellectual Property is and will remain vested in Company at all times and for all purposes. Client will not knowingly take any action inconsistent with Company's rights in and to Company's Intellectual Property. At Company's reasonable request, Client will assist Company in maintaining the integrity of its rights in and to Company's Intellectual Property, at Company's sole cost and expense. Client will use commercially reasonable efforts to notify Company if Client becomes aware of any threatened or actual conflict with or challenge against any of Company's rights in and to Company's Intellectual Property.

ARTICLE 6: ACCESS.

6.1 Monitoring Access. Client will be responsible for assigning and monitoring access to the System by its Users, third party consultants to Client and anyone accessing the System on Client's behalf or utilizing access codes provided to Client, including all Users. Client agrees to convey to all individuals or entities whom Client authorizes to access the System, including all Users, their obligation not to (i) take any action that might impair or circumvent the System's security capabilities; (ii) prevent or impair access to the System by other authorized individuals or entities; (iii) provide

access to the System by unauthorized individuals or entities; (iv) damage, delete or compromise any Data maintained in the System; and (v) impact in any way the System's standard operational capabilities. It is Client's responsibility to inform Company of any issues that require System or Data access modifications. It is Company's responsibility to inform Client of an improper access to the System by Client's employees, third party consultants or anyone accessing the System on Client's behalf or utilizing access codes provided to Client, including all Users, if, and only if, Company becomes aware of such improper access.

6.2 Unauthorized Access. Client and those individuals or entities to whom Client has provided authorization to access the System are prohibited from accessing or attempting to access any components of the Application and/or Data contained therein that do not directly fall within the defined scope of the Services provided by the Company to the Client as specified in this Agreement; which relate to services provided by the Company to any of its other Clients; or which otherwise is prohibited by law.

Client shall not, and is responsible for ensuring that those individuals or entities whom Client has authorized to access the System do not, attempt to gain or allow access to any data, files or programs to which it is not entitled under the Agreement and, if such access is obtained, as soon as Client learns of such access Client will destroy such materials or return them to Company and, to the extent Client is unable to do so, will safeguard the same as Company's Confidential Information.

6.3 Disabling Access. Company may, in its sole discretion, disable access to the System or applicable portions thereof and notify Client within twenty-four (24) hours of the reason for disabling access, in the event Company determines that Client, anyone affiliated with Client or using access codes assigned to Client (i) is not an authorized user, (ii) is attempting or has attempted to interfere with or disrupt the System or other users of the Application, including by uploading any virus, worm, disabling device, or other unauthorized device, (iii) is attempting or has attempted to copy any Application or gain access to portions of the System which it is not authorized to access, or (iv) is attempting or has attempted to access any portion of any other system maintained by Company for any other client. Upon disabling the System, Company and Client shall work in good faith to re-enable the System as soon as reasonably practical.

ARTICLE 7: PAYMENT TERMS.

7.1 Fees. All fees and payments due under the Agreement are set forth in one or more schedules to the Agreement.

7.2 Payment Terms. Client agrees that Client is solely responsible for the payment of all fees (and taxes if any) relating to the use of the System by or on behalf of Client and Covered Employees. All monthly invoices for Services shall be issued thirty days in advance of the month during which such services are to be rendered. Client agrees to pay all invoiced amounts within thirty (30) days of the receipt of an invoice. Any invoice outstanding beyond thirty (30) days from the due date shall be subject to a late fee equal to 1.5% per month. Undisputed invoices unpaid beyond ninety (90) days shall be deemed to be a material breach by Client and may result in suspension or termination of Client access to the System and in termination of the Agreement.

ARTICLE 8: COMPANY REPRESENTATIONS AND WARRANTIES.

8.1 Warranties. Company represents and warrants that (i) Company has the right to grant Client the licenses provided for under the Agreement; (ii) the Services will be performed in a timely, professional, and workmanlike manner in accordance with applicable commercial standards; and (iii) the Services and System will be provided in the English language.

8.2 Disclaimer of Warranties. CLIENT ACKNOWLEDGES THAT (A) COMPANY IS IN NO MANNER RESPONSIBLE FOR ANY ACTION OR INACTION OF ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, HARDWARE, SOFTWARE, OR TELECOMMUNICATIONS VENDORS OR INTERNET SERVICE PROVIDERS; PROVIDED, HOWEVER, THE FOREGOING SHALL NOT APPLY TO ANY SUBCONTRACTORS OF COMPANY; (B) ANY "AUTHORIZATION" BY COMPANY OF ANY SUCH THIRD PARTY DOES NOT CONSTITUTE A REPRESENTATION OR WARRANTY WITH RESPECT TO SUCH THIRD PARTY OR ITS PRODUCTS OR SERVICES; AND (C) COMPANY HAS NOT REPRESENTED OR WARRANTED THAT THE SERVICES WILL BE UNINTERRUPTED, SECURE, ERROR FREE OR WITHOUT DELAY. THE PARTIES ACKNOWLEDGE THAT NO EXPRESS WARRANTIES HAVE BEEN MADE BY EITHER PARTY EXCEPT FOR THE LIMITED WARRANTIES MADE IN THE AGREEMENT. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY AND

ITS AFFILIATES AND THEIR OFFICERS, EMPLOYEES, DIRECTORS, AGENTS, SUPPLIERS, THIRD-PARTY SERVICE PROVIDERS, LICENSORS AND THE LIKE DO NOT MAKE ANY WARRANTY (A) AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES; (B) THAT THE SERVICES WILL BE UNINTERRUPTED, SECURE, ERROR FREE OR WITHOUT DELAY; OR (C) OF ANY OTHER KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Except as otherwise explicitly provided herein, neither (i) Company, (ii) any vendor providing equipment, software, or services to Company ("Vendor"), nor (iii) any director, officer, employee, affiliate, or agent of Company or any Vendor, will be liable for any loss, damage, cost, or expense whatsoever, direct or indirect, that may arise out of, or be in any way related to, the use of the System, including, but not limited to: (a) the suspension or termination of, or the inability to use, all or any part of the System; (b) the erroneous transmission of any data or the transmission of any erroneous data; (c) any failure or delay suffered or allegedly suffered by any party in receiving or sending any information; (d) the delivery or transmission of any virus, worm, or other disruptive device; or (e) any other cause in connection with the furnishing of services or notices by Company or the performance, maintenance, or use of, or inability to use, all or any part of the System; provided, however, the foregoing limitation of liability will not apply to the extent such loss, damage, cost or expense arises out of the negligence or willful misconduct of Company. In addition, neither (i) Company, (ii) any vendor providing equipment, software, or services to Company ("Vendor"), nor (iii) any director, officer, employee, affiliate, or agent of Company or any Vendor, will be liable for any loss, damage, cost, or expense whatsoever, direct or indirect, that may arise out of: (a) Client's negligence or willful misconduct; (b) Client's breach or alleged breach of this Agreement; (c) the use, operation, or combination of the System with unapproved programs, data, or equipment; (d) any modifications to or markings of the System that are not specifically authorized in writing by Company; or (e) the use of the System in a manner for which it was neither designed nor contemplated.

ARTICLE 9: SERVICE LEVEL STANDARDS.

Company will maintain the following Service Level Standards with respect to the System:

9.1 Availability. The Portal shall be available no less than an average of 98.0% of the time during Normal Work Hours and an average of 96.0% of the time outside of Normal Work Hours (as measured at the Portal) measured by Company on an annual basis. The determination of System availability shall not include times when the System is unavailable due to scheduled maintenance or to causes that are beyond Company's reasonable control (including, without limitation, any Force Majeure event, interruption in telecommunication services, failure of Client's or any User's equipment, network, or Internet service provider, power outage, failure, malfunction, or error in any application not provided by Company, or corrupt data provided by Client or any User). In the event that Company fails to meet the service levels contained herein, Client shall notify Company in writing of the service level failure, and Company shall have ninety (90) days to cure such failure(s). If Company is unable to establish that it has cured any identified service level failures within such 90-day period, Client may terminate this Agreement in accordance with the terms contained in Article 12.

9.2 Monitoring; Technical Problems. Company will monitor the performance and availability of the Portal and provide Client with an annual report of Portal availability. Company will provide Client with contact information for Company's principal business and technical representatives responsible for the performance by Company of its obligations hereunder (including e-mail, phone, pager and fax information, as applicable, for both during and after business hours).

ARTICLE 10: INDEMNIFICATION.

10.1 Indemnification by Company. Company shall indemnify, defend and hold Client and its officers, directors, employees, agents, affiliates, subsidiaries, successors, users and assigns harmless from and against any claim that the Application infringes a U.S. copyright, trademark or trade secret (an "Infringement Claim") at its own expense. Company shall defend Client against any Infringement Claim and pay all damage, cost or loss (including without limitation attorney's fees) and amounts that a court finally awards or that Company agrees to in settlement of such claim. Client shall: (i) immediately notify Company in writing of any Infringement Claim; and (ii) allow Company to control, and fully cooperate with Company in, the defense of such claim and all related negotiations. Company shall not be required to indemnify Client for any settlement that Client enters into without Company's prior written consent. If the operation or use of any Application becomes, or in Company's opinion is

likely to become, the subject of any claim of infringement of any third party's intellectual property rights, then Company may, at Company's sole discretion and expense, either (a) procure the right for Client to continue to use the Application or (b) replace or modify the Application so that it becomes non-infringing while retaining substantially comparable functionality. If the foregoing is not possible on terms that are commercially reasonable in Company's judgment, then Company may terminate the Agreement upon written notice to Client. Company shall have no obligation to defend, indemnify or hold Client harmless against an Infringement Claim to the extent that such claim is based on Client's access or use of any Application(s) in violation of the terms of the Agreement. This Section 10.1 states Company's entire obligation to Client regarding Infringement Claims.

10.2 Indemnification by Client. Client shall assume the risk of any liability arising from its own conduct related to (i) the improper use of or access to the System; (ii) the inaccuracy, incompleteness, or inadequacy of any Data or information provided to Company by Client; (iii) the inaccuracy or incompleteness of any information that is included in the Requirements Document and approved by Client; (iv) the ineligibility of any employee of Client, or any other person, for any benefit, product, or coverage offered by Client; (v) any negligence or willful misconduct of Client and/or its officers, directors, employees, agents, or affiliates; (vi) any failure of Client to comply with HIPAA, or any other applicable federal or state law or regulation; (vii) an allegation that the Client Elements provided by Client to Company hereunder infringe any patent, copyright, trademark, trade secret, or other intellectual property right of a third party, provided that the allegation of infringement is not a result of Company's unauthorized alteration of the Client Element(s); or (viii) the design of Client's benefit plan(s), the administration of Client's benefit plan(s) or any decisions or determinations related to the Client's benefit plan(s). With regards to the foregoing language of this Section, neither party agrees to insure, defend, or indemnify the other.

ARTICLE 11: LIMITATION OF LIABILITY.

CLIENT ACKNOWLEDGES THAT (A) CLIENT IS SOLELY RESPONSIBLE FOR COMPLYING WITH ANY FEDERAL, STATE, OR LOCAL NOTIFICATION REQUIREMENTS THAT MAY APPLY TO CLIENT; (B) COMPANY IS IN NO MANNER RESPONSIBLE FOR ANY ACTION OR INACTION OF ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, HARDWARE,

SOFTWARE, OR TELECOMMUNICATION VENDORS OR INTERNET SERVICE PROVIDERS; PROVIDED THAT THE FOREGOING SHALL NOT APPLY TO SUBCONTRACTORS OF COMPANY; (C) ANY "AUTHORIZATION" BY COMPANY OF ANY SUCH THIRD PARTY DOES NOT CONSTITUTE A REPRESENTATION OR WARRANTY WITH RESPECT TO SUCH THIRD PARTY OR ITS PRODUCTS OR SERVICES; AND (D) COMPANY HAS NOT REPRESENTED OR WARRANTED THAT THE SYSTEM OR THE SERVICES WILL BE UNINTERRUPTED, SECURE, ERROR FREE, OR WITHOUT DELAY. IN NO EVENT SHALL: (i) EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING LOST PROFITS OR SAVINGS), EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (ii) COMPANY'S CUMULATIVE LIABILITY HEREUNDER EXCEED THE LESSER OF \$50,000 OR THE SUM OF THE LICENSE FEES PAID BY CLIENT DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT(S) GIVING RISE TO LIABILITY.

ARTICLE 12: TERM AND TERMINATION.

12.1 Term and Termination. This Agreement shall commence on the Effective Date. The initial Term of the Agreement is effective as of the Go Live Release Date and shall last for thirty-six (36) months (the "Initial Term"), unless earlier terminated by the Parties in accordance with this Article 12.

12.2 Termination for Convenience. During the Initial Term of this Agreement, Company may terminate the Agreement, without cause, upon 180 days advance written notice to Client. After the expiration of the Initial Term of the Agreement and in any subsequent agreement term, either party may terminate the Agreement, without cause, upon 180 days advanced written notice to the other party. In addition, Company may terminate the Agreement as provided in Sections 10.1 and 14.3 and Client may terminate the Agreement upon written notice to Company as provided in Sections 4, 9.1 and 14.3.

12.3 Termination for Cause. Either Party shall have the right to terminate the Agreement if the other Party materially breaches the Agreement. The non-breaching Party electing to terminate the Agreement shall send a notice of termination to the breaching Party specifying each breach with reasonable specificity and the Agreement shall be terminated thirty (30) days following delivery of such

notice unless during such thirty (30) day period either: (i) the breaching Party shall have cured each such breach, or (ii) with respect to a breach which may not reasonably be cured within such thirty (30) day period, the breaching Party and the non-breaching Party have agreed upon a plan to cure the breach (the "Cure Plan"), provided that it shall be deemed a material breach of the Agreement if the breaching Party fails to timely provide the cure in accordance with the Cure Plan, in which event the non-breaching Party shall have the right to terminate the Agreement upon written notice to the breaching Party. Termination of the Agreement by the non-breaching Party shall not relieve the breaching Party from liability for any breach of, or other obligations arising under, the Agreement occurring before such termination.

12.4 Effect of Termination. Sections 2.5, 2.6, 2.7, 2.8, 3.5, 3.6, 3.7, 3.8, Article 5, Article 7, Article 8, Article 10, Article 11, Article 13 and Article 14 of these General Terms and Conditions and any other provision contained in the Agreement that, by its nature, is intended to survive the expiration or termination of the Agreement, shall survive the termination or expiration of the Agreement.

Within 30 days of the effective date of termination, Company will provide a standard data extract as defined solely by the Company. Company will quote fees for any additional deliverables requested by the Client.

ARTICLE 13: CONFIDENTIALITY; HIPAA COMPLIANCE.

13.1 Confidentiality.

(a) Except as provided in the Agreement (including, without limitation, these General Terms and Conditions), each Party shall: (i) not disclose the Confidential Information of the other Party to any third party, other than to its employees, contractors, or agents that have a need to know and a legal duty to protect the Confidential Information; and (ii) use at least a reasonable standard of care, but in no event less than the standard such party uses to protect its own Confidential Information, to prevent disclosure of the other Party's Confidential Information. Except as provided by the Agreement (including, without limitation, these General Terms and Conditions), neither Party shall: (1) use the other Party's Confidential Information; (2) acquire any right in or assert any lien against the other Party's Confidential Information; or (3) refuse to promptly return, provide a copy of, or destroy the other Party's Confidential

Information upon request of the other Party. The receiving Party shall immediately notify the disclosing Party upon gaining knowledge of any disclosure, loss, or use of the disclosing Party's Confidential Information in violation of the Agreement (including, without limitation, these General Terms and Conditions). These confidentiality obligations shall survive the termination of the Agreement (including, without limitation, these General Terms and Conditions).

(b) The Parties agree that breach of the confidentiality obligations or misuse of a Party's intellectual property rights will cause continuing, substantial and irreparable injury to the other Party and that the other Party's remedies at law for such breach or misuse will not be adequate. Accordingly, the Parties agree that the affected Party shall be entitled to seek immediate injunctive relief against the breach, misuse or threatened breach or threatened misuse of the foregoing undertakings by the other Party, and that such rights shall be in addition to, and not in limitation of, any other rights or remedies to which the other Party may be entitled at law or equity.

13.2 HIPAA Compliance. Company, in its business operations, will comply with all laws and regulations concerning security and privacy that apply to Company in its performance of its obligations under the Agreement, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder from time to time (referred to collectively as "HIPAA"). Additionally, the terms and conditions contained in the EBenefits Business Associate Addendum are hereby incorporated as **Appendix A**.

ARTICLE 14: GENERAL PROVISIONS.

14.1 Governing Law and Venue. The Parties mutually understand and agree the Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the Parties from or concerning the Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the Parties to be a material inducement to Company and to Client in executing the Agreement. This provision is not intended nor shall it be construed to waive Client's governmental immunity as provided in the Agreement.

14.2 Entire Agreement. These General Terms and Conditions, the Agreement for Services, and

all appendices or schedules thereto, including but not limited to Appendix A (the Business Associate Agreement) shall constitute the entire and integrated agreement and understanding between the Parties with respect to the subject matter of the Agreement and supersedes all prior negotiations, statements, representations and agreements, whether written or oral. The Agreement may be amended or modified only by a written agreement, duly executed by all Parties hereto. No term or provision in any purchase order, invoice, or other form provided by Client or Company will control the relationship of the Parties or supersede any conflicting term or provision of the Agreement.

14.3 Force Majeure. In the event either Party is prevented from performing, or is unable to perform, any of its obligations under the Agreement due to any cause beyond the reasonable control of the Party invoking this provision, the affected Party's performance will be excused and the time for performance will be extended for the period of delay or inability to perform due to such occurrence. In the event that a Party's performance is prevented or delayed for more than thirty (30) days, then the other Party may terminate the Agreement by delivery of written notice to the non-performing Party.

14.4 Invalidity; Severability. If any provision of the Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the Client is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the Parties the provisions of the Agreement are fully severable.

14.5 Injunctive Relief. The Parties understand and agree that, due to the highly competitive nature of the computer industry, the breach of any covenants set out in the Agreement may cause irreparable injury to Company or Client for which no adequate remedy at law will be available. Therefore, either Company or Client, as the case may be, will be entitled, in addition to such other remedies as it may have hereunder, to seek a temporary restraining order and preliminary injunctive relief for any breach or threatened breach of the Agreement.

14.6 Business Relationship. The Agreement will not create any agency, employment, joint venture, partnership, representation, or fiduciary relationship between the Parties. No Party has the authority to nor will a Party attempt to, create any obligation on behalf of another Party as a result of the Agreement.

14.7 Authority. Each individual executing the Agreement on behalf of a Party hereby represents and warrants to the other Party that such individual is duly authorized to execute, and deliver the Agreement on behalf of that entity and that such execution and delivery make the Agreement a valid and binding obligation of the entity for all purposes.

14.8 Dispute Resolution. Except for a dispute related to claims subject to indemnification under Article 10, or as otherwise provided in this Section 14.8, neither Party shall resort to legal remedies or commence any formal proceedings to resolve a dispute under the Agreement until the Parties have attempted to resolve the dispute through the escalation process described in this Section 14.8. The Party raising a dispute shall submit to the other Party a written notice and supporting material describing all issues and circumstances related to the dispute (a "Dispute Notice"). The designated primary representative of each Party shall attempt to resolve the dispute. If the Parties' primary representatives fail to resolve the dispute within fifteen (15) days from receipt of a Dispute Notice, a Senior Vice President (or higher-level officer) of each Party shall attempt to resolve it. If the Senior Vice Presidents (or higher-level officers) of the Parties are unable to resolve the dispute within thirty (30) days from receipt of the Dispute Notice, either Party may commence formal legal proceedings in accordance with Section 14.1 above to resolve the dispute. This Section 14.8 shall not be construed to prevent a Party from instituting formal proceedings earlier than indicated in this Section 14.8 to: (i) avoid the expiration of any applicable limitations period; (ii) preserve a superior creditor position; or (iii) seek injunctive relief to prevent an irreparable harm, including without limitation, harm caused by a breach of confidentiality.

14.9 Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned or delegated by a Party without the prior written consent of the other Party.

14.10 No Legal Advice. Company does not and shall not be deemed to provide tax or legal advice in providing the Services, and Client agrees that it shall not rely on Company for such advice. Any information that may be conveyed to the Client by any of Company's employees, agents or vendors, whether in oral, written, electronic, or any other forms, during and after the term of the Agreement should only be deemed to be of a general nature and is not intended to be, or

considered by the Client to be, legal advice and will not be relied upon as such by the Client.

14.11 Acceptance Not Waiver. Client's approval of the reports, and/or services furnished pursuant to the Agreement shall not in any way relieve Company of its responsibility for its obligations pursuant to the Agreement or any applicable law. Client's payment for any of the services provided herein shall not be construed to operate as a waiver of any rights under the Agreement or of any cause of action arising out of the performance of the Agreement.

14.12 Contingencies. Company certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with the Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of the Agreement, other than commissions paid pursuant to Company's standard brokerage agreement.

14.13 Discrimination. All Parties agree they will not discriminate against any person who performs work under the terms and conditions of the Agreement because of race, color, gender, creed, handicapping condition, or national origin.

14.14 ADA Compliance. All Parties agree they will comply with all applicable provisions as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, et seq., and/or any properly promulgated rules and regulations relating thereto.

14.15 Governmental/Sovereign Immunity. The Client does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by entering into the Agreement. Further, Client fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on the Agreement.

14.16 Third Parties. The Parties do not intend to create in any other individual or entity the status of third party beneficiary, and the Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in the Agreement shall operate only between the Parties to the Agreement and shall inure solely to the benefit of the Parties to the Agreement.

14.17 Conflict of Interest. Client and Company affirm, to their knowledge, no Company employee has any personal beneficial interest whatsoever in the Agreement described herein.

14.18 *Limitation on Payment.* Client's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by Company this Agreement may be terminated by Client at the end of the period for which funds are available. Client shall notify Company at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest

possible time means at least thirty (30) days before the shortage will affect payment of claims, if Client knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to Client in the event this provision is exercised, and Client shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit Client to terminate the Agreement in order to acquire similar services from another party.

Schedule 1 Benefits Administration

Scope of Service

Responsibilities / Obligations of Company and Client

This document provides a summary of the services provided by EBenefits to Laramie County. The services are separated into the following groupings for each service or function provided:

Services Provided by EBenefits Solutions

Services Provided by the Client or other Third Parties:

These are services that we expect to be provided by the Client or a Third-Party Administrator. We may be willing to provide some of these services, based upon the scope of these services. A determination must be made if these services can and should be provided by eBenefits, and at what price.

Note: eBenefits is willing to provide additional, customized services not described in this document on a client-specific basis.

Plans and Covered Populations

Content	Services Provided by EBenefits Solutions	Services Provided by the Client or other Third Parties
Plans	<ul style="list-style-type: none"> ✓ Enrollment and coverage maintenance for: <ul style="list-style-type: none"> — Health care plans (e.g., medical, dental, vision, hearing, Rx, behavioral health) — Group term life, AD&D, and Business Travel Accident Insurances — Supplemental Life and AD&D Plans — Group Disability Plans (STD, LTD, Salary Continuation) — Section 125 Health Care Flexible Spending Accounts — Section 129 Dependent Care Spending Accounts — Voluntary Benefits such as Group Legal, Group Home and Auto, Voluntary Disability, etc. 	<ul style="list-style-type: none"> ✓ Enrollment and coverage maintenance for: <ul style="list-style-type: none"> — Worker's Compensation Administration — Severance Program Administration — Vacation and other Paid time-off calculations and utilization — Insurance claims adjudication and payment such as medical, dental, etc. — Spending account recordkeeping for the Section 125 Health Care Flexible Spending Accounts and Section 129 Dependent Care Spending Accounts — GVUL or GUL side fund recordkeeping — Voluntary Benefit premium calculations — Defined Benefit (DB) and Defined Contribution (DC) Retirement /Savings Plans — Employee Stock Purchase Plans — Employee Stock Ownership Plans — Stock Option and Stock Grant Award Programs — Deferred Compensation Programs — Employee Relocation Assistance Programs — Employee Assistance Plans (EAP's) — Matching Charitable Gift Programs — Education Assistance - Tuition Reimbursement Plans — Employee Purchase Discount Programs
Covered Population	<ul style="list-style-type: none"> ✓ Active employees ✓ Inactive employees ✓ Dependents 	

Data Maintenance

Content	Services Provided by EBenefits Solutions	Services Provided by the Client or other Third Parties
Participant Data Maintenance	<ul style="list-style-type: none"> ✓ Participant data enrollment and changes via Employee Self-Service through the internet ✓ Age-based rules and calculations for benefit or deduction adjustments ✓ Electronic Confirmations 	<ul style="list-style-type: none"> ✓ All group data organized into one inbound HRIS/Payroll census file of employee data to be loaded to eBenefits system by Client or Group via self-service. ✓ Age-based rules and calculations for benefit or deduction adjustments if standard rules not utilized
Dependent Data Maintenance	<ul style="list-style-type: none"> ✓ Dependent data enrollment and changes via Web-based platform ✓ Auto-enrollment and eligibility changes based on changes in coverage or loss of dependent eligibility status ✓ Confirmations 	
Beneficiary Data Maintenance	<ul style="list-style-type: none"> ✓ Initial data collection for new beneficiaries via Web-based platform ✓ Ongoing changes via Web-based platform 	<ul style="list-style-type: none"> ✓ Verification and approval of absolute assignments
Payroll Data Maintenance	<ul style="list-style-type: none"> ✓ Standard benefit change report provided by eBenefits to be used to update Client HRIS/Payroll system 	<ul style="list-style-type: none"> ✓ Payroll calculations such as time worked, gross pay amount and gross-to-net calculations ✓ HRIS/Payroll deduction updates via use of the standard benefit change report provided by eBenefits
Customized Data Maintenance	<ul style="list-style-type: none"> ✓ OPTIONAL: Additional data cleansing, import, export and other related services. 	<ul style="list-style-type: none"> ✓

Event Processing

Content	Services Provided by EBenefits Solutions	Services Provided by the Client or other Third Parties
Enrollment Services for New Eligible Participants	<ul style="list-style-type: none"> ✓ Web-based Platform Services to include: <ul style="list-style-type: none"> — Eligibility determination (elapsed time such as # of days, months or years from hire date) — Availability of benefit options and price tags — Personalized online enrollment worksheets — Election entry and dependent data entry — Beneficiary designations — Election editing and automatic error corrections and warnings — Assignment of default coverage(s) ✓ Reporting via interface to Insurance Carriers / TPAs ✓ Standard benefit change report provided by eBenefits to be used to update Client HRIS/Payroll system 	<ul style="list-style-type: none"> ✓ New Hire Orientation ✓ PCP eligibility, determination and recordkeeping ✓ Follow-up to obtain specific forms required by providers ✓ HIPAA Certificates of Creditable Coverage and calculation of creditable coverage which can reduce preexisting condition exclusions ✓ Provider directories
Annual Enrollment	<ul style="list-style-type: none"> ✓ Web-based Platform Services to include: <ul style="list-style-type: none"> — Eligibility determination — Availability of benefit options and price tags — Personalized online enrollment worksheets — Tracking of evidence of insurability — Election entry and dependent data entry — Beneficiary designations — Election editing and automatic error corrections and warnings — Assignment of default coverage(s) ✓ Reporting via interface to Insurance Carriers / TPAs ✓ Standard benefit change report provided by eBenefits to be used to update Client HRIS/Payroll system 	<ul style="list-style-type: none"> ✓ PCP eligibility, determination and recordkeeping ✓ Follow-up to obtain specific forms required by providers ✓ Representatives from non-eBenefits products at Open Enrollment Meetings ✓ Provider directories

Content	Services Provided by EBenefits Solutions	Services Provided by the Client or other Third Parties
Coverage Changes during the year (due to employment or family status changes) Can Enrollment changes be automatic to notify EE	<ul style="list-style-type: none"> ✓ Web-based Platform Services to include: <ul style="list-style-type: none"> — Eligibility determination — Availability of benefit options and price tags — Personalized online enrollment worksheets — Tracking of evidence of insurability — Election entry and dependent data entry — Beneficiary designations — Election editing and automatic error corrections and warnings — Assignment of default coverage(s) ✓ Reporting via interface to Insurance Carriers / TPAs ✓ Standard benefit change report provided by eBenefits to be used to update Client HRIS/Payroll system 	<ul style="list-style-type: none"> ✓ PCP eligibility, determination and recordkeeping ✓ Follow-up to obtain specific forms required by providers ✓ Open Enrollment Meetings ✓ Provider directories
Evidence of Insurability (EOI)	<ul style="list-style-type: none"> ✓ Identification of elections requiring EOI ✓ Upon request and subject to an additional implementation fee, an interface file with EOI information for each carrier, assuming that the insurer can accept such information electronically ✓ Auto-assignment of coverage during EOI determination period ✓ Final assignment of coverage based upon approved or unapproved EOI by carrier and use of the Approval Expert by the Client's HR Team 	<ul style="list-style-type: none"> ✓ Approval of individual EOI Forms

Content	Services Provided by EBenefits Solutions	Services Provided by the Client or other Third Parties
Termination of Employment	<ul style="list-style-type: none"> ✓ Determination of coverage termination date 	<ul style="list-style-type: none"> ✓ HIPAA Certificates
Retirement	<ul style="list-style-type: none"> ✓ Determination of effective date for termination of active coverage ✓ Eligibility determination for retiree health and welfare coverage ✓ Enrollment as newly eligible ✓ Deduction calculations and feeds or reports for pension or retiree billing system(s) ✓ Automatic monitoring of Medicare Eligibility at age 65 	<ul style="list-style-type: none"> ✓ Pension Payroll and deduction reconciliation
Death Event (Participant or Survivor)	<ul style="list-style-type: none"> ✓ Determination of effective date for termination of active coverage ✓ Eligibility determination for survivor relating to retiree health and welfare coverage ✓ Enrollment of survivor as newly eligible ✓ Deduction calculations and feeds or reports for pension or retiree billing system(s) ✓ Automatic monitoring of Medicare Eligibility at age 65 	
Leaves of Absence or Layoff	<ul style="list-style-type: none"> ✓ Determination of effective date for termination of active coverage ✓ Eligibility determination for health and welfare coverage extension and pricing ✓ Special enrollment ✓ Deduction calculations reports for pension or retiree billing system(s) 	<ul style="list-style-type: none"> ✓ Determination of eligibility for Leave of Absence and tracking of duration of leave, including FMLA
Severance	<ul style="list-style-type: none"> ✓ Determination of effective date for termination of active coverage ✓ Eligibility determination for health and welfare coverage extension and pricing ✓ Special enrollment ✓ Deduction reports for HRIS/Payroll system 	<ul style="list-style-type: none"> ✓ Determination of eligibility for severance ✓ Severance payment calculations
Transfers between Business Units or Affiliates	<ul style="list-style-type: none"> ✓ Eligibility determination for health and welfare coverage changes and pricing ✓ Special enrollment ✓ Deduction reports for HRIS/Payroll system 	<ul style="list-style-type: none"> ✓ Transfer of historical demographic and enrollment data to new Business Unit or Affiliate

COBRA Administration		<ul style="list-style-type: none"> ✓ COBRA coverage period tracking ✓ Multiple Qualifying Event determination ✓ COBRA coverage termination processing ✓ Determination (based on the facts and circumstances in each case) as to whether individual Covered Employees, Spouses or Dependents need to be provided with <i>Initial Notices</i> and/or <i>Qualifying Event Notices</i> ✓ COBRA billing ✓ COBRA claims processing
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Participant Services

Content	Services Provided by EBenefits Solutions	Services Provided by the Client or other Third Parties
Providing Customer Service through Call Center Operation	<ul style="list-style-type: none"> ✓ Online instructions relating to eBenefits enrollment system 	<ul style="list-style-type: none"> ✓ General Employer policies such as service awards, time off, severance, tuition assistance, adoption assistance, etc. ✓ Payroll and deduction issues ✓ Internet technical support ✓ Claim approvals and denials
Processing Transactions via Web-based platform	<ul style="list-style-type: none"> ✓ New Eligible Enrollments ✓ Annual Enrollment ✓ Coverage changes ✓ PIN Reset ✓ Participant and dependent data maintenance relating to the benefit plans ✓ Home address and contact information changes 	
Processing QMCSOs	<ul style="list-style-type: none"> ✓ Coverage maintenance for dependents entitled to coverage under a Qualified Medical Child Support Order (QMCSO) 	
Referrals	<ul style="list-style-type: none"> ✓ Coordination with, and referrals to, third-party administrators 	
Customer Service and eBenefits System availability	<ul style="list-style-type: none"> ✓ Support provided during the following times: <ul style="list-style-type: none"> — 8:00 am to 7:00 pm ET (Monday through Friday) — Closed on eBenefits Holidays (List of Holidays to be provided) 	
Issue Resolution and Appeals	<ul style="list-style-type: none"> ✓ Resolving participant issues on decisions made by the eBenefits Center ✓ Providing to the employer background information and documentation relevant to the appeal based on information that is available in the Center 	<ul style="list-style-type: none"> ✓ Final decision and communication to participants ✓ Resolving participant issues on decision made by insurance carriers or TPAs ✓ Providing to the employer background information and documentation relevant to appeals on activities / determinations performed by the insurance carriers or TPAs

Communication Services

Content	Services Provided by EBenefits Solutions	Services Provided by the Client or other Third Parties
eBenefits Generated Forms and Materials (materials and postage provided at cost)	<ul style="list-style-type: none"> ✓ Confirmation statement ✓ Beneficiary designation ✓ Common carrier forms that are standard across carriers, such as EOI 	<ul style="list-style-type: none"> ✓ HIPAA Certificates ✓ ID Cards ✓ Carrier-specific forms
Other Materials (materials and postage provided at cost)		<ul style="list-style-type: none"> ✓ Insurance materials ✓ TPA materials ✓ Provider directories

HRIS/Payroll Services

Content	Services Provided by EBenefits Solutions	Services Provided by the Client or other Third Parties
Data Sources	<ul style="list-style-type: none"> ✓ HR/Payroll system for indicative and financial data relating to active employees ✓ HR/Payroll or other TPA for indicative and financial data relating to retirees, inactive and former employees ✓ eBenefits System for health and welfare coverage and elections 	<ul style="list-style-type: none"> ✓ HR/Payroll and financial data uploads and updates relating to active employees ✓ HR/Payroll or other TPA and financial data uploads and updates relating to retirees, inactive and former employees
Indicative Data Maintenance	<ul style="list-style-type: none"> ✓ Changes-only reporting from HRIS/Payroll to the eBenefits System ✓ Frequency = weekly or coincident with HRIS/Payroll frequency ✓ One standard interface file inbound from HRIS/Payroll ✓ One standard eligibility file for each insurance carrier or TPA (up to the limit outlined in the proposal and LOI) 	<ul style="list-style-type: none"> ✓ HRIS/Payroll data uploads and updates relating to active employees ✓ HRIS/Payroll or other TPA data uploads and updates relating to retirees, inactive and former employees
Active and Inactive Employee Payroll Deduction Processing	<ul style="list-style-type: none"> ✓ Standard benefit change report provided by eBenefits to be used to update Client HRIS/Payroll system 	<ul style="list-style-type: none"> ✓ Payroll calculations such as time worked, gross pay amount and gross-to-net calculations ✓ HRIS/Payroll deduction updates via use of the standard benefit change report provided by eBenefits
Retiree Payroll Deduction Processing		<ul style="list-style-type: none"> ✓ Deduction arrears ✓ Direct billing
File Transmission	✓ FTP	
Client's HRIS/Payroll		<ul style="list-style-type: none"> ✓ Client accesses own systems to research issues

Management Reporting

Content	Services Provided by EBenefits Solutions	Services Provided by the Client or other Third Parties
Benefit Plan Management Reporting	<ul style="list-style-type: none"> ✓ Monthly benefit plan management reports out of Reporting Center, based on eBenefits coverage data, in standard eBenefits format <ul style="list-style-type: none"> – Headcount, premium/ASO Fee reporting – Retroactivity permitted up to 60 days ✓ Subcategories to include: <ul style="list-style-type: none"> – Participant type (active, retired, COBRA) – Business Unit or Company as defined by Client's demographic file 	

Vendor Management Services

Content	Services Provided by EBenefits Solutions	Services Provided by the Client or other Third Parties
Eligibility Reporting	<ul style="list-style-type: none"> ✓ Weekly files to health care vendors (standard format) ✓ Monthly reporting to standard non-health care vendors as agreed upon mutually (standard format) 	<ul style="list-style-type: none"> ✓ ID Card production ✓ Collection of participant signatures for any purpose
Premium Reporting	<ul style="list-style-type: none"> ✓ Monthly self-billing premium reports in standard format ✓ eBenefits reports provided to Client for reconciliation purposes 	
Defined Contribution Reporting	<ul style="list-style-type: none"> ✓ Monthly Defined Contribution reporting out of the Reporting Center 	

Government Reporting/Compliance

Content	Services Provided by EBenefits Solutions	Services Provided by the Client or other Third Parties
Government Reporting	✓ Determination and reporting to Client of participant counts for Form 5500 filing for plans maintained on eBenefits System	
Discrimination Testing		✓ To be completed by Client or TPA
HCFA Data Match Compliance	✓ eBenefits to provide data to Client upon request relating to data which resides on eBenefits Systems	✓ Research of historical data prior to eBenefits implementation

Miscellaneous Services

Content	Services Provided by EBenefits Solutions	Services Provided by the Client or other Third Parties
Client Access to eBenefits System		✓ Hardware and related charges and/or support
Custom or Ad Hoc Reporting	✓ Reporting Center use so that client/group can run ad hoc reports as needed ✓ OPTIONAL: Customized report development services.	
Historical Paper Records		✓ Maintenance of paper historical files of any type
Third-party verifications	✓ Coverage verification for insurance carriers or TPAs (for coverage maintained on eBenefits System)	

Schedule 1-A – Benefits Administration Fees and Payment Schedule

Proposed Service Fees

Standard Features

Services Description	Standard Fees
Implementation (one-time cost) - including: <ol style="list-style-type: none"> 1. System configured and tested for enrollment events and administration of benefits listed in Scope of Services 2. Employee data interface file from and to source system (including current benefits initial load if required) 3. Carrier/vendor transmittal files listed in Scope of Services 4. Project management 5. Administrator training 6. Initial load processing 	<p style="text-align: center;">\$7,500.00 (payable upon the Effective Date of the Agreement)</p> <p>Up to 5 interfaces to carriers/TPAs</p> <p>Travel is included in this fee for up to two separate trips to Client's site for implementation and training. Additional travel will be billed at cost.</p>
Per Month Fee* - including: <ol style="list-style-type: none"> 1. Employee self-service functions, including dependents and beneficiaries 2. Administrator functions, including standard reports 3. Receipt and processing of employee data, weekly (or other if needed) 4. Payroll deductions, per payroll cycle (or other if needed) 5. Transmittal to carriers/vendors per agreements with each 6. Administrator support <p>*Applicable during the Initial Term and any Renewal Term(s)</p>	<p>\$2.85 PEPM for approximately 510 employees.</p> <p>Actual monthly PEPM fees, which are payable beginning on the Effective Date of the Agreement, will also be based upon the actual number of employees loaded onto the eBenefits Platform, subject to a minimum monthly fee \$1,453.50 regardless of the number of employees loaded onto the eBenefits Platform.</p>
Additional Fees: <ol style="list-style-type: none"> 1. Additional Interfaces/File Feeds requested by the Client after the Go-Live Release Date per feed 2. Customized Branding Fee (includes branded materials in Document Center and customization/configuration of specific Employer logo, colors and materials) 3. Configuration/Customized Micro-Exchange Fee 4. OPTIONAL: Custom development including SSO, data cleansing, import, export, and other related services per hour 5. OPTIONAL: Customized report on development services per hour 	<p style="text-align: right;">\$1,500.00</p> <p style="text-align: right;">\$2,500.00</p> <p style="text-align: right;">\$10,000.00</p> <p style="text-align: right;">\$180.00</p> <p style="text-align: right;">\$85.00</p>
Duration of Initial Term	36 Months

Payment Schedule

Client agrees that Client is solely responsible for the payment of all fees (and taxes if any) relating to the use of the System by or on behalf of Client and Covered Employees. All monthly invoices for Services shall be

issued thirty days in advance of the month during which such services are to be rendered. Client agrees to pay all invoiced amounts within thirty (30) days of the receipt of an invoice. Any invoice outstanding beyond thirty (30) days from the due date shall be subject to a late fee equal to 1.5% per month. Invoices unpaid beyond ninety (90) days shall be deemed to be a material breach by Client and may result in suspension or termination of Client access to the System and in termination of the Agreement.

Schedule 1-B – Benefits Administration

Client Guide to Configuring, Implementing and Maintaining COBRA Business Requirements

This document is a Client guide to configuring, implementing and maintaining COBRA business requirements in eBenefits' Application. COBRA configuration varies per client; please consult your Attorney, COBRA Administrator or contact your eBenefits Implementation or Relationship Manager for any questions, concerns, or for additional details. *eBenefits does not provide and this document does not contain tax or legal advice. You should rely on your own legal, tax or benefits advisor and/or compliance department for advice regarding COBRA-related matters.*

Client Build Process

During the Client build process, it is critical that the business requirements are identified, and proper configurations are established to handle all COBRA regulatory requirements. Steps to ensure a successful client build include:

- The Client and/or the Client's acting agent (legal counsel or COBRA administrator) plays an active role in the build process by identifying their business requirements, such as specific eligibility groups, benefit plans and events that are subject to COBRA.
- After final review, the Client's authorized representative indicates acceptance that the system configuration captures and meets the needs of the Client's COBRA business requirements, including all eligibility groups, benefit plans and event configurations.

Initial Notices

Each employer-sponsored group health plan (Plan) is required to provide each employee and each spouse who becomes covered under the Plan a general notice – sometimes referred to as an Initial Notice – describing COBRA rights. This notice explains COBRA and the steps necessary for notifying the Plan Administrator of a qualifying event. The general notice must be provided to the employee/spouse within the first 90 days of coverage.

Based on the Client Build, eBenefits will provide Initial Notice (IN) information to the Client's COBRA Administrator regarding any employee or spouse who newly enrolls in one or more of Client's benefits designated as subject to COBRA, even if the individual has previously been sent an IN for a prior enrollment in a different benefit designated as subject to COBRA.

If an employee initially enrolls with Employee Only coverage, and the spouse enrolls in coverage at a later date, eBenefits will provide Initial Notice information to the Client's COBRA Administrator regarding the spouse's enrollment within the first 90 days of coverage.

Qualifying Events

The employer is required to notify the Plan of the following Qualifying Events within 30 days after the event occurs:

- Termination of the employee's employment for any reason other than "gross misconduct"
- Reduction in the covered employee's hours of employment
- Death of the covered employee
- Covered employee becoming entitled to Medicare, or
- Employer bankruptcy

The covered employee or a qualified beneficiary must notify the Plan within a time period of no less than 60 days set by the Plan of the following Qualifying Events:

- Divorce
- Legal separation or
- A child's loss of dependent status under the Plan

After receiving notice of a Qualifying Event, the Plan has 14 days to provide qualified beneficiaries with a Qualifying Event (or Election) Notice.

COBRA Configuration Process for Qualifying Events

eBenefits' COBRA Qualifying Event (QE) logic looks at four main criteria, included below:

	<ul style="list-style-type: none"> • Eligibility Group • Plan Eligibility • Event Eligibility • End Date of Coverage
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All four criteria must be met as "COBRA-Eligible" during the Client Build for eBenefits to provide the QE Notice information to the Client's COBRA Administrator.

Eligible COBRA Group + Eligible COBRA Plan + Eligible COBRA Event + End Date of Coverage = QE Notice Triggered

If one or more of the four criteria is indicated as non-COBRA eligible, QE Notice information will not be sent to the Client's COBRA Administrator.

Pre-Go-Live Terminations – For terminations that occur prior to Client's go-live date, it is the Client's responsibility to ensure COBRA compliance by ensuring that the COBRA Administrator is properly and timely notified by either the prior eligibility processor or eBenefits. If the Client wishes eBenefits to notify the COBRA Administrator of a termination that occurred prior to the Client's go-live date, the Client must notify eBenefits in writing.

COBRA Election Notice –Responsibilities of Client, eBenefits and COBRA Administrator

Once eBenefits receives notice of a COBRA Qualifying Event from the Client, eBenefits is responsible for providing the Qualifying Event information to the Client's acting COBRA Administrator. The COBRA Election Notice prepared by the COBRA Administrator explains the COBRA law, indicates the plan(s) being offered, the associated monthly premium(s), the election/enrollment procedures and other information required by law.

Qualifying Events

The following events will be defaulted in the eBenefits system as triggering a Qualifying Event notice unless Client advises eBenefits otherwise in writing:

	<ul style="list-style-type: none"> • Termination of Employment (both voluntary and involuntary) • Reduction in Hours • Medicare Eligibility • Divorce/Legal Separation • Loss of Dependent Child Status • Military Leave • Death of Employee • Full Time to Part Time • Benefit Ineligible • Severance
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Benefits Subject to COBRA

Benefits subject to COBRA may include the following, which will be defaulted as COBRA eligible unless Client advises eBenefits otherwise in writing:

	<ul style="list-style-type: none"> • Medical • Dental • Vision • Healthcare FSA • HRA • Prescription drug plans • Employee assistance programs (EAP / Wellness Programs) 										
Qualified Beneficiaries											
Qualified beneficiaries may include the following, which will be defaulted as COBRA eligible unless Client advises eBenefits otherwise in writing:											
	<ul style="list-style-type: none"> • Covered Employee • Employee's spouse (or Domestic Partner) or former spouse (or Domestic Partner) • Employee's Dependent Child 										
Transmitting Data on the Census											
Retroactive Qualifying Event-eligible changes could result in failure to provide a timely QE notice. By permitting retroactive changes, the Client may encounter COBRA compliance difficulties.											
Dates and changes in status must be transmitted on the same file. Failure to transmit dates and changes in status on the same file will result in failure to trigger a QE notice and could lead to non-compliance. While this requirement applies to all changes in status, a few examples follow:											
	<table> <tr> <td>Termination Date</td><td>Status change from ANY to Terminated</td></tr> <tr> <td>Transfer Date</td><td>Change in eligibility</td></tr> <tr> <td>Status Change Date</td><td>Change in location, promotion to EXEC, Union to NONU, etc.</td></tr> <tr> <td>Termination Date</td><td>Status change from ANY to Terminated or Employee Death indicator</td></tr> <tr> <td>Termination Date</td><td>Status change from ANY to Terminated or Severance indicator</td></tr> </table>	Termination Date	Status change from ANY to Terminated	Transfer Date	Change in eligibility	Status Change Date	Change in location, promotion to EXEC, Union to NONU, etc.	Termination Date	Status change from ANY to Terminated or Employee Death indicator	Termination Date	Status change from ANY to Terminated or Severance indicator
Termination Date	Status change from ANY to Terminated										
Transfer Date	Change in eligibility										
Status Change Date	Change in location, promotion to EXEC, Union to NONU, etc.										
Termination Date	Status change from ANY to Terminated or Employee Death indicator										
Termination Date	Status change from ANY to Terminated or Severance indicator										
Administrative Adjustments											
This event should NOT be used to complete actions that are COBRA eligible.											
This event does not trigger a Qualifying Event notice and could lead to non-compliance if used incorrectly. Client administrators should only use this event when taking non-COBRA actions such as updating rates or adjusting non-COBRA eligible benefits. For COBRA eligible changes, the appropriate new hire, termination or other COBRA eligible event should be utilized.											
Leave of Absence											
Recommend having at least two Leave of Absence (LOA) events: one event that includes loss of coverage (QE required), and another event that does not include loss of coverage.											
Full-Time/Part-Time											
Like LOA, recommend having two events: one event that includes loss of coverage (QE required), and another that does not include loss of coverage.											
Terminations											
Recommend setting up events dedicated to each termination type. All terminations will be configured as QE eligible unless Client identifies in writing other rules for configuration. See examples below:											
	<table> <tr> <td>Employee Death</td><td>Census must be set up to transmit with date of death and an indicator to differentiate from normal termination</td></tr> </table>	Employee Death	Census must be set up to transmit with date of death and an indicator to differentiate from normal termination								
Employee Death	Census must be set up to transmit with date of death and an indicator to differentiate from normal termination										

	Severances	Census must include a severance date separate from the termination date should the employer choose to extend active benefits past termination date
Severances		
Two scenarios are available:		
<ol style="list-style-type: none"> 1. Employee terminates employment, but Employer keeps Employee enrolled under active Employer-group benefits through an extended date. Severance period is not counted against Employee's total 18-months of COBRA. In order to accommodate this, the Client must transmit the Severance date separate from the Termination Date. 2. Employee terminates employment, Employer terminates Employee's benefits as of termination date, Employer offers company-paid COBRA benefits. COBRA Begin Date/18-months starts counting immediately. The Client is responsible for notifying the COBRA Administrator of the company-paid COBRA agreement and specifics of the agreement. 		
Inactivating Prior Plan Years		
Prior plan years will be inactivated within 45 days of the plan year end date. At that point, eBenefits' COBRA Initial Notice and Qualifying Event monitoring will transition to focus on the new plan year. Any subsequent retroactive enrollment changes made in the prior plan year will no longer be monitored for COBRA compliance by eBenefits. After this, the Client must notify the COBRA Administrator directly, in writing, if any enrollment changes made in the prior plan year result in termination or other COBRA-eligible losses of coverage.		
Please note, retroactive Qualifying Event-eligible terminations effective prior to the end of the plan year or earlier could result in failure to provide a timely QE notice. By permitting retroactive terminations, the Client may encounter COBRA compliance difficulties.		
Changes That Impact COBRA		
Client must notify eBenefits when any of the following changes occur because they will impact COBRA transmission. The changes may also require the Client and eBenefits to modify the Client Build so the changes can be properly configured and implemented.		
	<ul style="list-style-type: none"> • Adding eligibility groups • Adding Plans • Adding carriers • Adding events 	

The undersigned authorized representative of Client acknowledges receipt and review on behalf of Client of the foregoing Client Guide to Configuring, Implementing and Maintaining COBRA Business Requirements in eBenefits.

Client	Authorized Representative	Signature	Date
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Schedule 2

ACA Compliance Module Scope of Services

Responsibilities / Obligations of Company and Client

This document provides a summary of the services provided by eBenefits to Laramie County.

Services Provided by EBenefits Solutions

1. Uploading of client employee data
2. Customized configuration of client compliance preferences
3. Monitoring of employee population against ACA regulatory rules
4. Aggregating and storing hours of employees according to client preferences and records
5. Reporting of employee population after each data load
6. Alerting client of ACA compliance opportunities after each data load
7. Populating and Providing IRS Forms 1094-C and 1095-C

Services Provided by the Client or Other Third Parties:

These are services that we expect to be provided by the Client, Covered Employee or other Third Party. We may be willing to provide some of these services, based upon the scope of these services. A determination must be made if these services can and should be provided by eBenefits, and at what price.

NOTE: This ACA Compliance Module Scope of Services is incorporated into the Services Agreement ("Agreement") between Client and Company. Except to the extent expressly provided otherwise in this Scope of Services, all the terms and conditions of the Agreement are incorporated by reference into this Scope of Services.

1. Uploading of Client Employee Data

Content	Services Provided by EBenefits Solutions	Services Provided by the Client, Covered Employee or other Third Party
<p><u>For every individual employed:</u></p> <p>Employee ID Social Security Number Last Name First Name Middle Name Address 1 Address 2 City State Postal Zip Code Email Address Subsidiary Company Code Subsidiary Company Name Subsidiary Company Location Federal Employer ID Number Employee Work Status Employee Job Title First Start Date Last Start Date Employee Pay Period Union Classification (if any) Termination Date Leave of Absence (type) Leave of Absence Start date Leave of Absence End date ACA Full time on Hire (Y/N) Employee Classification Hourly Rate of Pay Monthly Pay Medical Plan Coverage Code Monthly Premium Deduction Month (of data) Year (of data) Work hours (for total month)</p>	<ol style="list-style-type: none"> 1. Uploading of client employee data is done on a one-time historical basis and a monthly basis going forward. 2. For integrated clients, any new data not previously in EBenefits' databases will be protected as confidential information or PHI, as appropriate. 3. OPTIONAL: Additional data cleansing, import, export and other related services. 	<ol style="list-style-type: none"> 1. For existing integrated clients, production of data elements required for successful upload process and/or modification of the file by the client, either for historical data purposes or for monthly files going forward. 2. Ensure monthly census data upload is complete and accurate.

2. Client Configuration

Content	Services Provided by EBenefits Solutions	Services Provided by the Client, Covered Employee or other Third Party
Classification Code Descriptions Medical Plan Code Descriptions Minimum Value Determinations Lowest Cost Plan Determination Identification of Legal Entities Total Premiums on an annual basis by plan medical option Rounding Full-time determination Choosing Standard Lookback Periods Determination New Variable Hour or Seasonal Hire Initial Measurement Period Determination Reclassifying after Rehire or Return from Other Leaves of Absence Determination Special Leaves Determination Educational Institutions Non-Calendar Plans Multiemployer Plans	<ol style="list-style-type: none"> 1. Configuration screens will pull forward data from preloaded files or from manual census upload. 2. Summarization of client data reflecting the lowest cost plan option available for each classification. 3. Identification of ACA large employer members with likely independent ACA liability 4. Optional flexibility for rounding up employee average hours between 29 and 30 hours in two different methods. 5. Configuration of Lookback Safe Harbor periods on the basis of the client's preferred length of standard administrative period. 6. Options for counting hours under various regulatory methodologies. 7. Options for counting hours of Employment Break Periods for Educational Institutions under regulatory provided methods. 8. Options to assist client in determining whether any transitional relief may apply. 	<ol style="list-style-type: none"> 1. Provide additional data or confirmation, as applicable, as requested through each screen of the configuration process. 2. Select preferred options as accurate and truthful responses, independently and without advice from eBenefits representatives. 3. Verify data is pulling correctly into summary tables and contact account manager with functional issues.

3. Monitoring Against ACA Rules

Content	Services Provided by EBenefits Solutions	Services Provided by the Client, Covered Employee or other Third Party
ACA Compliance Module Dashboard	<ol style="list-style-type: none"> 1. Real-time update of ACA related compliance calculations, based on client data against client's preferred and configured compliance choices. 2. High-level overview of current status of client's ongoing employee population during standard measurement, standard administrative and standard stability periods. 3. High-level overview of current status of clients newly hired variable hour and seasonal employees during initial measurement, initial administrative and initial stability periods. 4. Ability to "drill-down" into operational analytics featured in high-level tables into reporting capturing data on the employee level. 5. Pre-formatted reports across the compliance categories with the highest probability of resulting in penalties if not addressed by the client. 6. Access to Alerts items which are notifications for immediate action on the employee level to assist the client in taking action to prevent a compliance penalty. 7. Historical drop down by year feature to access past dashboards. 	<ul style="list-style-type: none"> – Ensure monthly census data upload is accurate and complete. – Ensure census data is uploaded every month to update the Dashboard. – Review reports monthly or more and take appropriate action. – Take immediate action on Alerts items and note whether processed, ignored, or unprocessed.

4. Measuring Hours of Employees

Content	Services Provided by EBenefits Solutions	Services Provided by the Client, Covered Employee or other Third Party
<p>High-level Ongoing Employee Table of Dashboard</p> <p>High-level New Variable Hour and Seasonal Employee Table of Dashboard</p>	<ol style="list-style-type: none"> 1. High-level overview of current status of client ongoing population through standard measurement, administrative and stability periods. 2. High-level overview of current status of client newly hired variable hour and seasonal employees during initial measurement, initial administrative and initial stability periods. 3. Each column of the table will populate calculations based on the period of time of the related census file data upload. 4. Measurement Period sections will break out those employees who are already designated as working ACA Full-time hours and those that are not. 5. Administrative Period section will break out those employees that have received a compliant offer of coverage or waived coverage and those that have not. 6. Stability Period sections will break out current employees by ACA full-time eligibility status. 7. All data is stored in history tables for future configuration of Annual IRS and Employee Statement obligations. 	<ol style="list-style-type: none"> 1. Ensure monthly census data upload is accurate and complete. 2. Ensure census data is uploaded every month to update the Dashboard. 3. Use the information to support organizational compliance efforts.

5. Reporting of Employee Population

Content	Services Provided by EBenefits Solutions	Services Provided by the Client, Covered Employee or other Third Party
<p>Estimated Penalties Report</p> <p>Measurement to Date Report</p> <p>Monthly Eligibility Report</p> <p>Employee Classification Changes Report</p> <p>Cadillac Plan Excise Tax Forecast Report</p>	<ol style="list-style-type: none"> 1. Employees determined to be ACA full-time and not offered compliant coverage and estimated monthly penalties assessable. 2. Employees with average hours above and below 30+hours per week. For ongoing and variable hour and seasonal employees 3. Specific individuals that average 30 or more hours per week, to date of last census upload. 4. Employees changing classification from one month to the next, comparing plan eligibility to classification, ACA waiting periods for coverage, and then displaying the resulting eligibility. 5. Total cost of each medical plan against 40% excise tax limits, multiplied by plan employees. 6. Report resolution feature to track client action as unprocessed, processed or ignore. 	<ol style="list-style-type: none"> 1. Ensure monthly census data upload is accurate and complete. 2. Ensure census data is uploaded every month to update the Dashboard. 3. Use the information to support organizational compliance efforts.

6. Failures and Ending Initial Measurement Period(s)

Content	Services Provided by EBenefits Solutions	Services Provided by the Client, Covered Employee or other Third Party
<p>Failure to Provide Minimum Value Plan</p> <p>Failure to Offer Affordable Plan</p> <p>Ending Initial Measurement Period(s)</p>	<ol style="list-style-type: none"> 1. Notification that one or more medical plans do not provide at least 60% value and the employees in that plan. 2. Notification that at least one employee contribution for the lowest cost, self-only coverage that the employee is eligible for, is not affordable as defined by ACA guidance. The Module will incorporate use of regulatory safe harbors including the federal poverty level method, and the rate of pay method in 2015, and additionally the W-2 Box 1 method when 2015 figures are available through the client data load process. 3. Urgent notification that specific employees are within 120 days of the end of their initial measurement periods with ACA full-time average hours, requiring a client offer of compliant coverage within 30 days of the end of the initial measurement period. 4. Alert resolution feature to track client action as unprocessed, processed or ignore. 	<ol style="list-style-type: none"> 1. Ensure monthly census data upload is accurate and complete. 2. Ensure census data is uploaded every month to update the Dashboard. 3. Use the information to support organizational compliance efforts 4. Take immediate action on Alerts items and not whether processed, ignored or unprocessed.

7. Populating and Providing IRS Forms 1094-C and 1095-C

Content	Services Provided by EBenefits Solutions	Services Provided by the Client, Covered Employee or other Third Party
<p>Populating of IRS Forms 1094-C and 1095-C</p> <p>Providing IRS Forms 1094-C and 1095-C</p>	<ol style="list-style-type: none"> 1. Populate the most current IRS 1094-C and 1095-C forms based on analytics from the total of client historical and client monthly data file feeds as submitted by the client. 2. Provide access to client data as an internal control mechanism for period of 7-years. 3. 1095-C: - Translate information about medical plan eligibility and medical plan value, and other plan design offerings to be consistent with codes required by the IRS for form 1095-C employee statement. 4. 1095-C: Capture data on a month-to-month basis to identify offer of coverage for the lowest cost plan with an actuarial value of at least 60%, and enter required codes per month. 5. 1095-C: Provide multiple 1095-C forms for any employee that changes employment between ALE members that are part of the client ALE (Applicable Large Employer). 6. 1095-C: Determine per client data required safe harbor codes when employee is not offered a plan when applicable, and enter required codes per month. 7. 1095-C: Per client information, will include monthly data on enrollment of dependents covered individuals if the client is self-insured, and check the box and enter appropriate 	<ol style="list-style-type: none"> 1. Provide acceptable and complete historical data (or acceptable and complete instructions for using partial / incomplete or unacceptable historical data), to complete facilitate analysis to population of 1094-C and 1095-Ce IRS forms. 2. Complete wizard configuration including any mid-year changes during the tax year to be captured by 1094-C and 1095-C IRS forms. 3. After December 31st year-end client data file has been uploaded, visit your dashboard, and click on the IRS reporting tab showing the "ALERT" feature. 4. Download IRS instructions (optional) to see updated information from Dept. of Treasury, for your own reference. 5. Complete the IRS questionnaire step to submit correct client specific information not previously captured through the process of wizard configuration. 6. Click to generate IRS tax forms 1094-C and 1095-C. 7. Review all forms drafted and prepopulated for 1094-C and 1095-C. 8. Deliver to employees, 1095-C employee statements with truncated SSN and/or DOB by January 31st of each year. 9. Electronically submit IRS Information Returns 1094-C Transmittal (with your

	<p>information for each individual per month as required.</p> <ol style="list-style-type: none"> 8. 1095-C: Capture preferred business contact on a per ALE Member basis in case of employee inquiry. 9. 1094-C: – Determine per client data and wizard configuration selections whether any Certifications of Edibility apply, and if so, translate client information into streamlined filing options for 1094-C transmittal, and enter required codes per month. 10. 1094-C: Group Applicable Large Employer (ALE) members of the client into separate 1094-C transmittal forms. 11. 1094-C: Capture and report client selection of DGE (Designated Government Entity (according to employer information) and transfer appropriate information into the IRS form. 12. 1094-C: Capture and report the number of 1095-C employee statements related to each 1094-C transmittal (according to employer information) 13. 1094-C: Capture and report preferred business contact information in the case of IRS inquiry 14. Alert through the dashboard to visit IRS reporting tab, after client data is received containing information through 12/31 of the tax year, 15. Deliver 1094-C transmittals and 1095-C employee statements in PDF (or appropriate format as required by IRS instructions) batch format after required client selections. 16. OPTIONAL: 1095-C hardcopy fulfillment on client's behalf. Subject to Client's compliance with 	<p>authorized signature) and 1095-C Employee Statement with full SSN and/or DOB to IRS by March 31st of each year.</p>
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	Company's data submission deadlines.	
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Schedule 2-A

Proposed Service Fees for ACA Compliance Module

Proposed Service Fees

Standard Features

Services Description	Standard Fees
Implementation (one time cost) - including: <ol style="list-style-type: none"> 1. System configured and tested for ACA Monitoring and Reporting listed in Scope of Services 2. Project management 3. Administrator training 4. Initial load processing 	WAIVED (payable upon the Effective Date of the Agreement)
Per Month Fee* for total measured employees *Applicable during the Initial Term and any Renewal Term(s)	\$0.50 PEPM for approximately 510 employees. Actual monthly PEPM fees, which are payable beginning on the Effective Date of the Agreement, will also be based upon the actual number of employees loaded onto the EBenefits Platform, subject to a minimum monthly fee of \$255.00 regardless of the number of employees loaded onto the eBenefits Platform.
Employee Form 1095-C Fulfillment Fee Due Annually (Optional)	\$4.50
IRS Form 1094-C e-Transmission Fee Due Annually (Optional)	\$5,000
California Franchise Tax Board (FTB) e-Transmission Fee	Not Applicable
Customized or Expedited Data Revision Applies to data change efforts beyond standard customer-loaded spec files, as well as for expedited upload support attributable to customer not providing data on a timely (monthly) basis.	\$85.00 per hour
Duration of Initial Term	36 Months

Payment Schedule

Client agrees that Client is solely responsible for the payment of all fees (and taxes if any) relating to the use of the System by or on behalf of Client and Covered Employees. All monthly invoices for Services shall be issued thirty days in advance of the month during which such services are to be rendered. Client agrees to pay all invoiced amounts within thirty (30) days of the receipt of an invoice. Any invoice outstanding beyond thirty (30) days from the due date shall be subject to a late fee equal to 1.5% per month. Invoices unpaid beyond ninety (90) days shall be deemed to be a material breach by Client and may result in suspension or termination of Client access to the System and in termination of the Agreement.

Schedule 2-B Implementation Process for ACA Services

ACA Compliance Module Setup

eBenefits will configure client's ACA module, including establishment of secure data storage, branding the site and readying the module to accept customer-provided data.

Provide File Specs

This is a standard census format provided by eBenefits in MS Excel format. Required fields include hours worked (for eligibility calculation) and hourly rate of pay (for affordability calculation).

Receive Historical Data per File Spec from Customer

Clients are responsible for providing census (spec) files to eBenefits (template) on a monthly basis. eBenefits will advise on history to be provided based on required "look-back period" for calculations. Clients are responsible for uploading their own files using the ACA module interface.

Provide Administrator Training

Prior to clients uploading spec files, eBenefits will provide instruction on uploading spec files using the ACA module.

At the completion of the initial load of customer-provided spec files, eBenefits will provide instruction on site navigation, dashboard, form preview, generation and transmission.

Ongoing Service & Support

Throughout the monthly upload process and reporting year generation of forms 1095 (for mailing) and 1094 (for transmission to IRS), eBenefits will ensure access to the ACA module (uptime) and can assist with upload data replacement or correction. Client is responsible for providing spec files to eBenefits in prescribed formats. Additional charges may apply for substantial data change efforts, as well as for expedited upload support attributable to customer not providing data on a timely (monthly) basis.

Review

eBenefits is available to confirm the receipt of customer-provided spec files, uploaded through the ACA module, for timeliness and compliance with file format/content. eBenefits is further available to assist customer in previewing forms 1095 & 1094, prior to employee mailings and IRS transmission, respectively. eBenefits cannot take ownership of customer data, operate on the customer's behalf or provide tax advice.

Schedule 2-C

Additional Terms and Conditions for ACA Services

ARTICLE 2: SERVICES.

2.8 Not a Tax Return Preparer. Company does not, and shall not be deemed to provide tax or legal advice in providing the Services. Company will use reasonable efforts to ensure that the Services are current and accurate, but due to rapidly changing tax rates and regulations which require interpretation by Client's qualified tax and legal professionals, Client bears full responsibility to determine the applicability of the output generated by the Services and confirm its accuracy. To the extent that Client elects and receives services related to its reporting obligations under the ACA (including, but not limited to, completion and transmission of IRS Forms 1094-C and 1095-C), the Parties acknowledge and agree that the Company and its officers, directors, and employees are not acting as, are not assuming any obligations as, and are not intended to be, "tax return preparers" under the terms of Section 7701 of the Internal Revenue Code (26 U.S.C. §7701) or any related regulations when performing such services and to the extent that it is determined by any regulatory agency that Company is or was a "tax return preparer", Client shall indemnify Company as set forth in **Section 10.2**. The parties further acknowledge and agree that Client's information reported on the IRS Form 1094-C and IRS Form 1095-C and transmitted to the IRS is information that does not constitute a substantial portion of any return of tax for the Client.

ARTICLE 3: CLIENT RESPONSIBILITIES.

3.8 Completion and Filing of Tax Returns and Similar Documents. Client and Employer(s) shall be solely responsible for: (i) providing correct and accurate information as well as any agency information relating to reporting and/or reconciliations necessary for the completion of any tax returns or similar documents; (ii) reviewing content and accuracy of all tax returns and similar documents; (iii) signing, acknowledging, and/or attesting to (as required) all tax returns and similar document; and, if applicable, (iv) directing Company to file or electronically transmit, on Employer's behalf, any tax returns, information returns or other similar reports or documents required by applicable federal, state or local laws and regulations. Although Company, as part of its services hereunder, may assist in compiling or otherwise populating the content and information to be included on any such returns, reports or documents, nothing herein shall relieve Client and/or Employer(s) of its responsibility to complete, review, and certify (by signature or attestation) any tax documents and/or make Company a "tax return preparer" within the meaning of Section 7701 of the Internal Revenue Code (26 U.S.C. §7701) or any related regulations.

ARTICLE 8: COMPANY REPRESENTATIONS AND WARRANTIES.

8.2 In addition to the Disclaimer of Warranties provision in Section 8.2 of the General Terms and Conditions, neither (i) Company, (ii) any Vendor, nor (iii) any director, officer, employee, affiliate, or agent of Company or any Vendor, will be liable for any loss, damage, cost, or expense whatsoever, direct or indirect, that may arise out of the transmission of any tax returns, information returns or other similar reports or documents required by applicable laws and regulations on behalf of Client and at Client's direction.

ARTICLE 10: INDEMNIFICATION.

10.2 Each Party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.

Appendix A BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is made and entered into by and between Laramie County ("Covered Entity") whose business address is 310 W. 4th St., POB 6008, Cheyenne, Wyoming, 82002, and UPMC Benefit Management Services, Inc. dba Workpartners, a Pennsylvania limited liability company, on behalf of it and its Affiliates including but not limited to HCMS Group LLC and EBenefits Solutions, LLC, (UPMC Benefit Management Services, Inc. and its Affiliates shall be collectively referred to as "Business Associate"), whose business address is U.S. Steel Tower, 600 Grant St., 7th Floor, Pittsburgh, PA 15219, with an effective date of March 14, 2022 ("Effective Date").

This Agreement shall be entered into in connection with, and incorporated into and made a part of, the services agreement(s) by and between Covered Entity and Business Associate, dated on or after March 14, 2022 (the "Underlying Agreement"), and shall supersede conflicting or inconsistent terms and provisions of the Underlying Agreement, if any, including any exhibits or other attachments thereto and all documents incorporated therein by reference.

WHEREAS, Business Associate is in the business of providing data warehousing, data analytics, clinical prevention services, a benefits administration platform, and benefits management services ("the Services"); and

WHEREAS, Covered Entity wishes to engage, or has engaged, Business Associate in connection with said Services;

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Definitions. Terms used, but not otherwise defined in this Agreement, shall have the same meaning as those terms in the Privacy Rule, Security Rule, and HITECH Act.

a. **Affiliate.** "Affiliate" means, with respect to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with such Party. For purposes of this definition, an entity "controls" another entity if it has the power to direct the management and policies of the other entity, through ownership of 30% or more of the voting securities, of an entity, representation on its board of directors or other governing body, or by contract.

b. **Agent.** "Agent" shall have the meaning as determined in accordance with the federal common law of agency.

c. **Breach.** "Breach" shall have the same meaning as the term "breach" in 45 CFR §164.402.

d. **Business Associate.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and, with regard to this Agreement, shall mean the specific Business Associate designated above.

- e. **Covered Entity.** "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 106.103, and, with regard to this Agreement, shall mean the specific Covered Entity designated above.
- f. **Data Aggregation.** "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR §164.501.
- g. **Designated Record Set.** "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR §164.501.
- h. **Disclosure.** "Disclosure" and "Disclose" shall have the same meaning as the term "Disclosure" in 45 CFR §160.103.
- i. **Electronic Health Record.** "Electronic Health Record" shall have the same meaning as the term in Section 13400 of the HITECH Act.
- j. **Health Care Operations.** "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR §164.501.
- k. **HIPAA Rules.** "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- l. **HITECH Act.** "HITECH Act" shall mean The Health Information Technology for Economic and Clinical Health Act, part of the American Recovery and Reinvestment Act of 2009 ("ARRA" or "Stimulus Package"), specifically DIVISION A: TITLE XIII Subtitle D—Privacy, and its corresponding regulations as enacted under the authority of the Act.
- m. **Individual.** "Individual" shall have the same meaning as the term "individual" in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- n. **Minimum Necessary.** "Minimum Necessary" shall mean the Privacy Rule Standards found at §164.502(b) and §164.514(d)(1).
- o. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- p. **Protected Health Information.** "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 CFR §160.103, limited to the information created, received, maintained or transmitted by Business Associate on behalf of Covered Entity.
- q. **Required By Law.** "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR §164.103.
- r. **Secretary.** "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.

- s. **Security Incident.** "Security Incident" shall have the same meaning as the term "Security Incident" in in 45 CFR §164.304.
- t. **Security Rule.** "Security Rule" shall mean the Standards for Security of Electronic Protected Health Information at 45 C.F.R. parts §160 and §164, Subparts A and C.
- u. **Subcontractor.** "Subcontractor" shall mean a person or entity "that creates, receives, maintains, or transmits PHI on behalf of a business associate" and who is now considered a business associate, as the latter term is defined in 45 CFR §160.103.
- v. **Subject Matter.** "Subject Matter" shall mean compliance with the HIPAA Rules and with the HITECH Act.
- w. **Unsecured Protected Health Information.** "Unsecured Protected Health Information" or "Unsecured PHI" shall have the same meaning as the term "unsecured protected health information" in 45 CFR §164.402.
- x. **Use.** "Use" shall have the same meaning as the term "Use" in 45 CFR §164.103.

2. Obligations and Activities of Business Associate.

- a. Business Associate agrees to not Use or Disclose PHI other than as permitted or required by this Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards to prevent Use or Disclosure of PHI other than as provided for by this Agreement. Business Associate further agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any Electronic Protected Health Information, as provided for in the Security Rule and as mandated by subpart C of 45 CFR Part 164.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of the requirements of this Agreement or the Underlying Agreement. Business Associate further agrees to report to Covered Entity any Use or Disclosure of PHI not provided for by this Agreement or the Underlying Agreement of which it becomes aware, and in a manner as prescribed herein.
- d. Business Associate agrees to report to Covered Entity any Security Incident, including all data Breaches or compromises, whether internal or external, related to PHI, whether the PHI is secured or unsecured, of which Business Associate becomes aware.
- e. Business Associate and Covered Entity recognize and agree that a significant number of unauthorized attempts to access, use, disclose, modify or destroy Electronic Protected Health Information make real-time reporting formidable. For the below listed unsuccessful Security Incidents that do not result in unauthorized access, use, disclosure, modification or destruction of Electronic Protected Health Information or interference with an information system, Business Associate and Covered Entity agree that no notice or reporting is required:

- 1. Pings on Business Associate's firewall;

2. Port scans;
 3. Attempts to log on to a system or enter a database with an invalid password or username;
 4. Denial-of-service attacks that do not result in a server being taken offline; and
 5. Malware (e.g., worms, viruses).
- f. If the Breach, as discussed in paragraph 2(d), pertains to Unsecured PHI, then Business Associate agrees to report any such data Breach to Covered Entity within ten (10) business days of discovery of said Breach within the manner and content required by the HITECH Act. Business Associate further agrees, consistent with Section 13402 of the HITECH Act, to provide Covered Entity with information necessary for Covered Entity to meet the requirements of said section, and in a manner and format to be agreed upon by the parties.
- g. Business Associate agrees to ensure that any Subcontractor or Agent, to whom Business Associate provides Covered Entity's PHI, agrees to substantially the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. Business Associate further agrees that restrictions and conditions analogous to those contained herein shall be imposed on said Subcontractors or Agents via a written agreement that complies with all the requirements specified in §164.504(e)(2), and that Business Associate shall only provide said Subcontractors or Agents Covered Entity's PHI consistent with Section 13405(b) of the HITECH Act. Further, Business Associate agrees to provide copies of said written agreements to Covered Entity within ten (10) business days of a Covered Entity's request for same.
- h. Business Associate agrees to provide access, at the request of Covered Entity and during normal business hours, to Covered Entity's PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual, in order to meet Covered Entity's requirements under 45 CFR §164.524, provided that Covered Entity delivers to Business Associate a written notice at least three (3) business days in advance of requesting such access. Business Associate further agrees, in the case where Business Associate controls access to PHI in an Electronic Health Record, or controls access to PHI stored electronically in any format, to provide similar access in order for Covered Entity to meet its requirements the HIPAA Rules and under Section 13405(c) of the HITECH Act. These provisions do not apply if Business Associate and its employees, Agents or Subcontractors have no PHI in a Designated Record Set of Covered Entity.
- i. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR §164.526, at the request of Covered Entity. This provision does not apply if Business Associate and its employees, Agents or Subcontractors have no PHI from a Designated Record Set of Covered Entity.
- j. Unless otherwise protected or prohibited from discovery or disclosure by law, Business Associate agrees to make its internal practices, books and records, including policies and procedures, (collectively "Compliance Information") relating to the Use or Disclosure of PHI and the protection of same, available to the Covered Entity or to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules and the HITECH Act. Business Associate further agrees, at the request of Covered Entity, to provide Covered Entity with demonstrable evidence that its Compliance Information ensures Business Associate's compliance with this Agreement and pertinent

laws over time. Business Associate shall have a reasonable time within which to comply with requests for such access and/or demonstrable evidence, consistent with this Agreement. In no case shall access, or demonstrable evidence, be required in less than five (5) business days after Business Associate's receipt of such request, unless otherwise designated by the Secretary.

k. Business Associate agrees to maintain necessary and sufficient documentation of Disclosures of PHI as would be required for Covered Entity to respond to a request by an Individual for an accounting of such Disclosures, in accordance with 45 CFR §164.528.

l. On request of Covered Entity, Business Associate agrees to provide to Covered Entity documentation made in accordance with this Agreement or the Underlying Agreement to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528. Business Associate shall provide said documentation in a manner and format to be specified by Covered Entity. Business Associate shall provide such documentation within ten (10) business days after Business Associate's receipt of such request.

m. Except as provided for in this Agreement, in the event Business Associate receives an access, amendment, accounting of disclosure or other similar request directly from an Individual, Business Associate shall redirect the Individual to the Covered Entity.

n. To the extent that Business Associate carries out one or more of Covered Entity's obligations under the HIPAA Rules, the Business Associate must comply with all requirements of the HIPAA Rules that would be applicable to the Covered Entity.

o. A Business Associate must honor all restrictions consistent with 45 C.F.R. §164.522 that the Covered Entity makes the Business Associate aware of, including the Individual's right to restrict certain disclosures of PHI to a health plan where the Individual pays out of pocket in full for the healthcare item or service, in accordance with HITECH Act Section 13405(a).

Permitted Uses and Disclosures by Business Associate.

a. Business Associate agrees to receive, create, Use or Disclose PHI only in a manner consistent with this Agreement and as necessary to perform its services to Covered Entity and otherwise meet its obligations under this Agreement, if such Use or Disclosure would not violate the Privacy Rule, or the privacy provisions of the HITECH Act, if done by Covered Entity. All other Uses or Disclosures by Business Associate not authorized by this Agreement, or by specific instruction of Covered Entity, are prohibited.

b. Except as otherwise limited in this Agreement, Business Associate may Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

c. Except as otherwise limited in this Agreement, Business Associate may Disclose PHI for the proper management and administration of the Business Associate, provided that Disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and used, or further Disclosed, only as Required By Law, or for the purpose for which it was Disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- d. Except as otherwise limited in this Agreement, Business Associate may Use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR §164.504(e)(2)(i)(B). Business Associate agrees that such Data Aggregation services shall be provided to Covered Entity only where said services pertain to Health Care Operations. Business Associate further agrees that said services shall not be provided in a manner that would result in Disclosure of PHI to another covered entity who was not the originator and/or lawful possessor of said PHI.
- e. Business Associate may Use PHI to report violations of law to appropriate Federal and State authorities, consistent with §164.502(j)(1).
- f. Business Associate shall make Uses, Disclosures and fulfill requests for PHI consistent with the Minimum Necessary principle as defined herein.
- g. Except as otherwise permitted by this Agreement or by HIPAA, Business Associate shall not directly or indirectly receive remuneration in exchange for PHI of an Individual, unless the Individual has provided a HIPAA-compliant authorization.

4. Obligations and Activities of Covered Entity.

- a. Covered Entity shall notify Business Associate of the provisions and any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such provisions and limitation(s) may affect Business Associate's Use or Disclosure of PHI.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that the changes or revocation may affect Business Associate's Use or Disclosure of PHI.
- c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, and also notify Business Associate regarding restrictions that must be honored under section 13405(a) of the HITECH Act, to the extent that such restrictions may affect Business Associate's Use or Disclosure of PHI.
- d. Covered Entity shall notify Business Associate of any modifications to accounting disclosures of PHI under 45 CFR §164.528, made applicable under Section 13405(c) of the HITECH Act, to the extent that such restrictions may affect Business Associate's use or disclosure of PHI.
- e. Covered Entity shall provide Business Associate, within thirty (30) business days of Covered Entity executing this Agreement, a description and/or specification regarding the manner and format in which Business Associate shall provide information to Covered Entity, wherein such information is required to be provided to Covered Entity as agreed to by Business Associate in this Agreement. Covered Entity reserves the right to modify the manner and format in which said information is provided to Covered Entity, as long as the requested modification is reasonably required by Covered Entity to comply with the HIPAA Rules or the HITECH Act, and Business Associate is provided sixty (60) business days notice before the requested modification takes effect.
- f. Covered Entity shall not require Business Associate to Use or Disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by the Covered Entity.

5. Term and Termination.

a. Term. This Agreement shall be effective as of the Effective Date and shall terminate when **all** of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Agreement.

b. Termination for Cause by Covered Entity. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall give Business Associate written notice of such breach and provide reasonable opportunity for Business Associate to cure the breach or end the violation. Covered Entity may terminate this Agreement, and Business Associate agrees to such termination, if Business Associate has breached a material term of this Agreement and does not cure the breach or cure is not possible. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

c. Termination for Cause by Business Associate. Upon Business Associate's knowledge of a material breach of this Agreement by Covered Entity, Business Associate shall give Covered Entity written notice of such breach and provide reasonable opportunity for Covered Entity to cure the breach or end the violation. Business Associate may terminate this Agreement, and Covered Entity agrees to such termination, if Covered Entity has breached a material term of this Agreement and does not cure the breach or cure is not possible. If neither termination nor cure is feasible, Business Associate shall report the violation to the Secretary.

d. Effect of Termination.

1. Except as provided above, upon termination of this Agreement for any reason, Business Associate shall **return or destroy all** PHI received from, or created or received by Business Associate on behalf of Covered Entity. This provision shall also apply to PHI that is in the possession of Subcontractors or Agents of Business Associate. Business Associate shall retain no copies of the PHI, except that Business Associate may destroy properly secured backup copies in the normal course of business.

2. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide notification to Covered Entity of the conditions that make return or destruction infeasible. Upon such determination, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

6. Entire Agreement.

a. This Agreement supersedes all other prior and contemporaneous written and oral agreements and understandings between Covered Entity and Business Associate regarding this Subject Matter. It contains the entire Agreement between the parties.

b. This Agreement may be modified only by a signed written agreement between Covered Entity and Business Associate.

c. All other agreements entered into between Covered Entity and Business Associate, not related to this Subject Matter, remain in full force and effect.

7. Governing Law.

a. Covered Entity and Business Associate mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to the Covered Entity and to the Business Associate in executing this Agreement. This provision is not intended nor shall it be construed to waive the Covered Entity's governmental immunity as provided in this Agreement.

b. Each party irrevocably consents to the jurisdiction of such courts, and irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such suit, action, or proceeding in any such court and further waives the right to object, with respect to such suit, action, or proceeding, that such court does not have jurisdiction over such party.

8. Miscellaneous.

a. Regulatory References. A reference in this Agreement to a section in the Privacy Rule, Security Rule, or HITECH Act means the section as in effect or as amended.

b. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of the Privacy Rule, Security Rule, the Health Insurance Portability and Accountability Act of 1996 (Pub. L. No. 104-191), and the HITECH Act, and its corresponding regulations.

c. Survival. The respective rights and obligations of Business Associate under Section 5(d) of this Agreement shall survive the termination of this Agreement.

d. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity and Business Associate to comply with the Privacy Rule, Security Rule, the Health Insurance Portability and Accountability Act of 1996 (Pub. L. No. 104-191), and the HITECH Act, and its corresponding regulations.

e. Severability. If any provision or provisions of this Agreement is/are determined by a court of competent jurisdiction to be unlawful, void, or unenforceable, this Agreement shall not be unlawful, void or unenforceable thereby, but shall continue in effect and be enforced as though such provision or provisions were omitted.

9. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one original Agreement. Facsimile or electronically authenticated signatures shall be accepted and enforceable in lieu of original signatures.

APPROVED AND ACCEPTED BY:

LARAMIE COUNTY

UPMC BENEFIT MANAGEMENT SERVICES, INC.

Signature _____

Signature _____

Name: _____

Name: Megan Grumbine

Title: _____

Title: Chief Privacy Officer

Date: _____

Date: March 8, 2022

RECEIVED AND APPROVED AS
TO FORM ONLY BY THE
LARAMIE COUNTY ATTORNEY

