

CONTRACT BETWEEN
Tooele County
AND
GBS BENEFITS,
INC
FOR CERTAIN INSURANCE
CONSULTING SERVICES

THIS CONTRACT, made and entered into this 13th day of September 2021, is by and between Tooele County, a political subdivision of the State of Utah, with its principal place of business at 47 South Main Street, UT 84074 and GBS Benefits, Inc. a Utah corporation, with its principal place of business at 2200 S. Main Street, Suite 600, South Salt Lake, Utah 84115.

I
APPOINTMENT

Consultant is hereby designated to provide insurance consulting services to Tooele County; as such services are hereinafter described in this Contract

II
DEFINITIONS

When used herein, whether in the singular or plural, the following capitalized terms shall have the following meanings:

- a. Consultant: GBS Benefits, Inc.
- b. County: Tooele County
- c. Commencement Date: Shall have the meaning set forth in Article III of this Contract.
- d. Contract: This contract, including any written amendments or modifications hereto, which are hereafter agreed to in writing signed by both of the Parties.
- e. Fees: Remuneration paid directly to the Consultant by the County, for Services performed by the Consultant.
- f. Parties: County and Consultant.

- g. Services: Any and all obligations of Consultant to be performed hereunder as more particularly described in Article III of this Contract.
- h. HIPAA: The Health Insurance Portability Accountability Act of 1996, as amended.
- i. ERISA: Employee Retirement Income Security Act of 1974, as amended.
- j. COBRA: Title X of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.
- k. Program: The employee benefit program or plan in connection with which the Parties have agreed the Consultant shall provide Services to the County. For purposes of this Contract, Program means, but is not limited to, employer sponsored Medical, Dental, Vision, LTD, STD, Life, EAP, and Voluntary Products.

III AGREEMENT

- a. Commencement Date and Term of Agreement: Services, as described in this Contract, will commence as of the date first set forth above (1st day of October, 2021) and continue for a term of three years unless this Contract is canceled in accordance with the provisions of Section X of this Contract.
- b. Duties of Consultant shall be as follows:
 - 1. Provide the County with insurance consulting services concerning cost, benefits provided, and contracts with insurance carriers in connection with the Program.
 - 2. Recommend benefit changes to meet the objectives of the County in connection with the Program as these objectives are communicated by the County to the Consultant.
 - 3. Prepare such reports in regard to the Program as Parties may reasonably agree upon concerning trends, utilization, and costs to the County.
 - 4. Prepare specifications and assist the County in bidding group insurance products in connection with the Program. This includes assistance with preparation of RFPs and evaluation of bids.
 - 5. In connection with the group insurance products utilized by the Program, negotiate rates and benefits with insurance carriers for review, evaluation and selection by the County.
 - 6. Be an intermediary for the County in working with insurance carriers to assist in regard to insurer compliance with insurance contracts and in dispute resolution with insurers.

7. Assist the County by suggesting methods for the County's containment of benefits costs with respect to the Program.
8. Work with the insurance carriers to secure rate estimates and firm renewal rates for the County's review, evaluation and selection.
9. Any other duties specified in County's initial request for proposals (RFP) relating to this agreement not otherwise specifically excluded from this Contract.

IV COMPENSATION

For Services performed pursuant to this Contract, the Consultant will be compensated by the County as specified below:

- a. Consulting fee of \$24 Per Employee Per Month (PEPM) based upon medical enrollment.
- b. Eligible for commissions on ancillary lines of coverage.
- c. The Consultant shall act solely as an agent of the County and shall serve the County as an independent contractor in all transactions with insurance carriers. The Consultant shall not be deemed an employee of the County and will clearly represent itself as an agent acting on behalf of the County.

V ASSIGNMENT

The rights and/or obligations of this Contract may not be assigned, delegated, transferred, conveyed or sold without the prior written consent of the other Party, except that a Party may assign, delegate, transfer, convey or sell its respective rights and/or obligations to a parent, subsidiary or affiliate or to an entity into which the Party is merged or with the Party is consolidated or to a purchaser of all or substantially all of its assets or as part of a corporate reorganization.

VI NOTICE

All notices shall be in writing and shall be deemed to have been sufficiently given or served when personally delivered, deposited prepaid in the United States mail, by registered or certified mail, or deposited with a reputable overnight mail carrier which provides delivery of such mail to be traced, at the address first set forth above or to any other addresses of which written notice of change is given to the other Party.

**VII
WAIVER**

The waiver by the Consultant or the County of the breach of any provision of this Contract by the other Party will not operate or be construed as a waiver of any subsequent breach by either Party or prevent either Party from enforcing any such provisions.

**VIII
PAROL EVIDENCE**

This Contract sets forth all of the terms, conditions, and agreements of the Parties relative to the subject matter hereof. There are no terms, conditions or agreements with respect hereto, except as herein provided, and no supplement amendment or modification of this Contract shall be effective unless reduced to writing and executed by the Parties.

**IX
AUTHORIZATION**

This Contract serves as authorization to all carriers, contractors or administrators providing services or products in connection with the County to release to the Consultant all the County materials and data as may be reasonably requested by the Consultant in connection with the Services it performs under the Contract.

**X
CANCELLATION**

- a. The Contract may be canceled at any time by written agreement signed by both Parties.
 1. If the Contract is canceled by mutual written agreement of the Parties, the Consultant shall be entitled to compensation equal to a prorated portion of the Annual Fee, based upon the agreed-upon effective date of the cancellation.
- b. Alternatively, if a Party fails to promptly or fully perform any of the material terms, covenants, conditions, or obligations of this Contract, the non-breaching Party may cancel the Contract by following these steps:
 1. The non-breaching party shall provide written notice to the breaching party specifically identifying such breach and calling for its correction pursuant to the notice provision of this Contract;
 2. If such breach is not cured within sixty (60) days after service of the written notice, then the non-breaching Party may cancel the Contract effective as of the day after the end of the sixty (60) day cure period;

3. The cancellation shall be accomplished by sending notice, pursuant to the notice provision of this Contract, that the Contract has been canceled;
 - i. If the Contract is canceled by County based on Consultant's breach of its obligations hereunder, Consultant shall be entitled to compensation only as agreed upon by County in writing, based on the reasonable value of the services performed prior to the breach.

**XI
MISCELLANEOUS**

- a. No Warranty Regarding Insurer Provided Materials. The Parties acknowledge and agree that any benefit or other materials provided to the County and/or employees, dependents or beneficiaries under the Program have been prepared by the insurance carrier or benefits provider selected by the County and that such materials are not prepared or approved by the Consultant. Such materials may include but not be limited to: descriptive product brochures; plan booklets; summary plan descriptions; provider directories; and employee selection documents, including descriptions of all covered benefits, exclusions, and limitations designed by the insurance carrier or benefits provider for inclusion in employee and employer materials distributed by the County. The Consultant makes no representations or warranties of any kind as to any benefit or other materials it may provide including those prepared by the insurance carrier or benefit provider selected by the County. In particular, and not by way of limitation, the Consultant makes no representation or warranty that any benefit or other materials provided to the County and/or employees, dependents or beneficiaries under the Program have been prepared consistent with or satisfy all of the requirements of HIPAA, ERISA, COBRA or any other state or federal law or statutory scheme. The insurance carrier or benefit provider selected by the County, and not the Consultant, shall be responsible to provide all benefits and services required under this Contract(s), including the preparation and distribution of all necessary member materials (including, but not limited to member handbooks, summaries, I.D. cards etc.). The Consultant specifically disclaims responsibility for the County's or the insurance carrier's or benefit provider's compliance with laws and regulations applicable to the creation, administration or operation of the Program or of any other benefit plan or program of the County.
- b. ~~No Consultant Liability For Performance of the Contract With Insurer or Provider.~~ In the event of a dispute concerning Program benefits between an insurance carrier or benefit provider and the County, the County acknowledges and agrees that the insurance carrier or benefit provider and not the Consultant is responsible for payment of benefits claims, provision of contracted for benefits and performance of the services contracted for, and the County, and not the Consultant, is exclusively responsible for payment of all premiums, fees, or charges under any benefits or insurance policy, contract or agreement is entered into with any insurer or benefits provider. The Consultant specifically disclaims any liability arising in connection with any failure by either the County, provider or insurer to

properly or fully perform under any contract, policy or agreement for benefits or services entered into between the County and any insurance carrier or benefit provider. The Consultant has not agreed to provide or pay any fees, costs or premiums owed by the County under any contract or agreement entered into by the County in connection with the Program.

- c. The Consultant Not To Provide Plan Administration Services. Nothing in this Contract shall be interpreted to provide or infer that the Consultant is a fiduciary (under ERISA or otherwise) or plan administrator (under ERISA or otherwise) for the Program or for any other benefit plan or program sponsored by or administered by the County or operated for the benefit of the County employees or their dependents or beneficiaries. The County specifically understands and agrees that the Consultant is not responsible to and will not prepare, provide or file any reports, summaries, forms, notices, returns or the like which employee benefit plans or their sponsors, fiduciaries or administrators may be required to prepare, file or provide to employees, beneficiaries, spouses, dependants and/or state or federal agencies under any applicable law. To illustrate, and not by way of exclusion, the Consultant shall not be responsible to prepare or provide HIPAA creditable coverage certificates to employees or other notices under HIPAA or to prepare, provide or file Form 5500s for any employee benefit plan with the Internal Revenue Service of the Department of Labor. Further, in no event shall the Consultant have as its duty or be responsible for any claims adjudication or benefit determinations, issuance of any notices to employees or dependents of any kind (including without limitation any notices regarding benefits determinations, loss of coverage) or any other notices required by any state or federal law including without limitation such notices as may be required by the Internal Revenue Code, COBRA, HIPAA, ERISA, state law or any claim for benefit dispute resolution procedures.
- d. The Consultant Has No Discretion Or Control Over Benefits. The County acknowledges and agrees that the Consultant has no discretionary authority to select or control the County's choice of insurance carrier or benefit provider to furnish benefits under the Program, and further that the Consultant has no discretionary control to manage or administer the Program or the benefits provided thereunder. Nothing in this Contract shall be deemed to confer upon the Consultant any discretionary authority with respect to the selection, control, management or administration of the Program or of the insurance of benefit provider contracts selected by the County in connection with the Program. The Consultant shall have no authority to make decisions setting policy, interpretations, practices or procedures under such contracts or the Program or to select the benefits or select the insurers or providers of benefits under the Program.
- e. No Third Party Beneficiaries. The Parties specifically state, acknowledge and agree that it is their intent that no other party (including, but not limited to, all persons eligible for benefits under the Program, all covered employees, dependents,


beneficiaries and their assignees) shall be a third-party beneficiary to this Contract. The Parties further agree that nothing herein shall be deemed to impose upon the Consultant any obligation to any party other than the County (including, but not limited to, all persons eligible for benefits under the Program, all covered employees, beneficiaries and their assignees).

- f. Governing Law. This Contract shall be governed by and interpreted in accordance with the laws of the State of Utah.
- g. Severability. If and to the extent that any court or regulatory agency of competent jurisdiction holds any provision or any part of this Contract to be invalid or unenforceable, such holding shall in no way affect the validity of the remainder of this Contract.
- h. Article and Section Headings. The article and section headings in this Contract are inserted for convenience only and shall not be considered part of the Contract nor be used in its interpretation.
- i. Arbitration. The Parties agree to resolve any dispute between them arising under this Contract and not otherwise resolved by direct negotiations between or among the Parties through binding arbitration in accordance with the arbitration rules for commercial arbitration. Proceedings shall be conducted in Salt Lake City, Utah. Arbitration shall be selected in accordance with the rules of the American Arbitration Association from panels maintained by the Association. The selected arbitrator shall be knowledgeable in employee benefits and insurance issues. Costs including reasonable attorney's fees shall be awarded by the Arbitrator to the successful Party.
- j. Counterparts, Digital Signatures, and Electronically Transmitted Signatures. If the Parties sign this Contract in counterparts, each will be deemed an original, but all counterparts together will constitute one contract. If the Parties digitally sign this Contract or electronically transmit signatures by email, such signatures will have the same force and effect as original signatures.

In Witness Whereof, the Parties have executed this Contract on the first above written.


"Consultant"

GBS BENEFITS, INC.

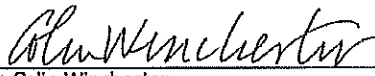

By: _____
Title: Consultant

"County"

Tooele County


By: James A. Welch
Title: County Manager

Approved as to form:

 08/31/2021
By: Collin Winchester
Title: DEPUTY TOOELE COUNTY ATTORNEY
Title: Deputy Tooele County Attorney

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- b. No Consultant Liability For Performance of the Contract With Insurer or Provider. In the event of a dispute concerning Program benefits between an insurance carrier or benefit provider and the County, the County acknowledges and agrees that the insurance carrier or benefit provider and not the Consultant is responsible for payment of benefits claims, provision of contracted for benefits and performance of the services contracted for, and the County, and not the Consultant, is exclusively responsible for payment of all premiums, fees, or charges under any benefits or insurance policy, contract or agreement is entered into with any insurer or benefits provider. The Consultant specifically disclaims any liability arising in connection with any failure by either the County, provider or insurer to

properly or fully perform under any contract, policy or agreement for benefits or services entered into between the County and any insurance carrier or benefit provider. The Consultant has not agreed to provide or pay any fees, costs or premiums owed by the County under any contract or agreement entered into by the County in connection with the Program.

- c. The Consultant Not To Provide Plan Administration Services. Nothing in this Contract shall be interpreted to provide or infer that the Consultant is a fiduciary (under ERISA or otherwise) or plan administrator (under ERISA or otherwise) for the Program or for any other benefit plan or program sponsored by or administered by the County or operated for the benefit of the County employees or their dependents or beneficiaries. The County specifically understands and agrees that the Consultant is not responsible to and will not prepare, provide or file any reports, summaries, forms, notices, returns or the like which employee benefit plans or their sponsors, fiduciaries or administrators may be required to prepare, file or provide to employees, beneficiaries, spouses, dependents and/or state or federal agencies under any applicable law. To illustrate, and not by way of exclusion, the Consultant shall not be responsible to prepare or provide HIPAA creditable coverage certificates to employees or other notices under HIPAA or to prepare, provide or file Form 5500s for any employee benefit plan with the Internal Revenue Service of the Department of Labor. Further, in no event shall the Consultant have as its duty or be responsible for any claims adjudication or benefit determinations, issuance of any notices to employees or dependents of any kind (including without limitation any notices regarding benefits determinations, loss of coverage) or any other notices required by any state or federal law including without limitation such notices as may be required by the Internal Revenue Code, COBRA, HIPAA, ERISA, state law or any claim for benefit dispute resolution procedures.
- d. The Consultant Has No Discretion Or Control Over Benefits. The County acknowledges and agrees that the Consultant has no discretionary authority to select or control the County's choice of insurance carrier or benefit provider to furnish benefits under the Program, and further that the Consultant has no discretionary control to manage or administer the Program or the benefits provided thereunder. Nothing in this Contract shall be deemed to confer upon the Consultant any discretionary authority with respect to the selection, control, management or administration of the Program or of the insurance of benefit provider contracts selected by the County in connection with the Program. The Consultant shall have no authority to make decisions setting policy, interpretations, practices or procedures under such contracts or the Program or to select the benefits or select the insurers or providers of benefits under the Program.
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- j. Counterparts, Digital Signatures, and Electronically Transmitted Signatures. If the Parties sign this Contract in counterparts, each will be deemed an original, but all counterparts together will constitute one contract. If the Parties digitally sign this Contract or electronically transmit signatures by email, such signatures will have the same force and effect as original signatures.

In Witness Whereof, the Parties have executed this Contract on the first above written.

"Consultant"

"County"

GBS BENEFITS, INC.

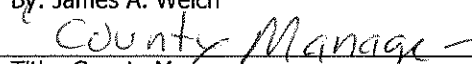
Tooele County

By: _____

 _____

By: James A. Welch

Title: _____

 _____

Title: County Manager

Approved as to form:

 08/31/2021

By: Colin Winchester

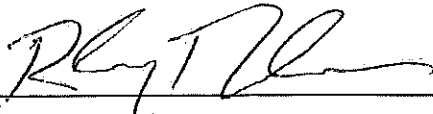
DEPUTY TOOELE COUNTY ATTORNEY

Title: Deputy Tooele County Attorney

In Witness Whereof, the Parties have executed this Contract on the first above written.

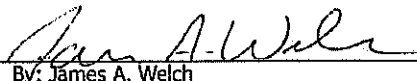
"Consultant"

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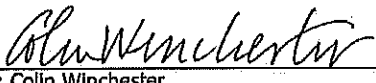

By: _____
Title: Consultant

"County"

Tooele County


By: James A. Welch
Title: County Manager

Approved as to form:

 08/31/2021
By: Colin Winchester
Title: DEPUTY TOOELE COUNTY ATTORNEY
Deputy Tooele County Attorney

