

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement (the “Agreement”) is entered into this July 1st, 2026 (the “Effective Date”), by and between Ben Hill County Board of Commissioners, with its headquarters at 212 E CENTRAL AVE, Fitzgerald, GA 31750, United States (“Plan Sponsor”) and Gravie Administrative Services LLC, with its headquarters at 10 NE Second St., Suite 300, Minneapolis, Minnesota (“Gravie”). Gravie and Plan Sponsor are referred to at times in this Agreement individually as a “Party” and collectively as the “Parties.”

1. Definitions

For purposes of this Agreement and any amendments, attachments or exhibits to this Agreement, the following words and phrases have the following meanings:

Account. The bank account established by the Plan Sponsor that holds general assets of Plan Sponsor which may be used for the payment of Premiums and fees.

Claim. Any notice of a request for payment or reimbursement of benefits under the Plan on a form acceptable to Gravie. Benefits under the Plan are limited to payment or reimbursement of Premiums.

Eligible Employee. Any employee or former employee of the Employer who meets eligibility requirements established by the Employer to enroll in the Plan.

Employer. The Plan Sponsor and any successor organization or affiliate of such Employer which assumes the obligations of the Plan and this Agreement.

Group Health Plan or Plan. The ICHRA established by the Plan Sponsor, in effect as of the Implementation Date, as described in the Plan Documents, as they may be amended from time to time.

Implementation Date. The first day of the Plan Year which begins on or after the Effective Date.

Member. The individuals, including the Participant and his/her dependents, as defined in the Plan Documents, who have satisfied the Plan eligibility requirements of the Employer, applied for coverage, and been enrolled for Plan benefits.

Open Enrollment. Open Enrollment (OE) is a designated annual period when individuals can sign up for health insurance or make changes to their existing coverage. The period occurs annually and generally lasts from November 1 to December 15.

Plan Documents. The instrument or instruments that set forth and govern the duties of the Plan Sponsor and eligibility and benefit provisions of the Plan, which provide for the payment or reimbursement of Premiums.

Plan Sponsor and Plan Administrator. The Employer is the Plan Sponsor and Plan Administrator of the Plan.

Plan Year. The Plan Year shall be from January 1 to December 31. If the Implementation Date occurs mid-year, the first Plan Year shall be a short Plan Year from the Implementation Date until

December 31 of that year.

Premium or Premiums. Premiums for individual health insurance or Medicare that (1) are paid by the Participant on an after tax basis or (2) paid directly by the Plan on behalf of the Participant.

Participant. An employee or other eligible person (other than a dependent or spouse) who is properly enrolled and eligible for the payment or reimbursement of Premiums under the Plan.

Special Enrollment Period. Special Enrollment Period (SEP) is a timeframe outside of the Open Enrollment period during which individuals can sign up for health insurance or make changes to their existing coverage if they experience certain qualifying life events. These events include but are not limited to loss of eligibility for other coverage, marriage, birth or death of a dependent family member, change of residency, or the acceptance and commencement of an ICHRA.

Additional terms are defined within the body of this Agreement, the Employee Retirement Income Security Act of 1974 (“ERISA”), the Patient Protection and Affordable Care Act (“ACA”), the Health Insurance Portability and Accountability Act (“HIPAA”), and the Internal Revenue Code (“Code”), each as amended and implemented through regulations and other binding guidance.

2. Gravie’s Responsibilities

- a. As directed by the Plan Sponsor and subject to this Agreement, Gravie shall process the enrollment and termination of Members. Gravie shall, with the assistance of Plan Sponsor, respond to direct routine inquiries made to it by employees and other persons concerning eligibility for the Plan.
- b. Gravie shall perform the following administrative services:
 - i. Process Claims for Premiums and provide customer service at a level consistent with industry standards.
 - ii. Disburse payments that it determines to be due according to the provisions of the Plan Documents.
 - iii. Provide a Notice of Adverse Benefit Determination when a Claim has been denied.
- c. Gravie shall administer an internal appeals procedure for Members who appeal initial denials of Claims within a framework of policies, interpretations, rules, practices and procedures established by Plan Sponsor. Unless otherwise agreed by the parties in writing, Plan Sponsor will adopt Gravie’s standard policies and procedures for administering Claims for Premiums. Plan Sponsor shall retain final authority over whether to pay or deny a Claim on appeal.
- d. Gravie will provide the Plan Sponsor with Plan data and assistance necessary for Plan Sponsor's preparation of the Plan’s information returns and forms required by federal or state laws.
- e. Gravie will possess through the term of this Agreement an in-force fidelity bond or other insurance as may be required by state and federal laws for the protection of its clients.
- f. If Gravie becomes responsible for Medicare Secondary Payer (MSP) reporting on the Plan offered, Gravie may require information from the Plan Sponsor, including, but not limited to, Member’s Social Security Numbers. Plan Sponsor shall cooperate with Gravie and timely

respond to any request for information made by Gravie.

g. As a part of the Plan, Members enroll in individual health insurance policies offered by licensed insurance companies ("Individual Policies"). The Parties understand and agree that the terms of the Individual Policies are not part of the Plan, and the Individual Policies are not an employee welfare benefit plan as such term is defined under ERISA. In no event is Gravie responsible for administering the terms of the Individual Policies.

h. Gravie shall not have any fiduciary responsibility in connection with any element of the administration or operation of the Plan or the services provided under this Agreement.

i. Gravie may communicate with employees, Members and Participants as necessary to provide services under this Agreement. Plan Sponsor agrees that it shall obtain any and all consents necessary under applicable law in order for Gravie (or its affiliates, subsidiaries or subcontractors) to communicate directly with such individuals, including through electronic forms of communication.

3. Obligations of Plan Sponsor

a. On an ongoing monthly basis, Plan Sponsor will pay to Gravie the fees set forth on Exhibit A.

b. Plan Sponsor shall provide timely, accurate and complete information required by Gravie to provide the services that Gravie has agreed to perform under this Agreement. Gravie shall have the right to rely on such information and Plan Sponsor shall remain solely responsible for any damages or costs incurred due to an error in such information, including, but not limited to, Premiums and fees associated with ineligible persons inaccurately identified as eligible in the information provided by Plan Sponsor. Such information shall include but not be limited to initial eligibility information, current enrollment data, and any change in the enrollment or eligibility status of a current or former employee and his or her dependents (including COBRA qualified beneficiaries and coverage required pursuant to a court order).

c. Plan Sponsor is solely responsible for establishing and maintaining the Plan, including adoption of Plan Documents and any plan amendments. Gravie will furnish template Summary Plan Description (SPD) and/or Plan Documents and Summaries of Benefits and Coverage (SBC) for the Plan, to be reviewed, customized and approved by Plan Sponsor. Plan Sponsor and Plan Administrator have all discretionary authority and control over the design, management and administration of the Plan. Plan Sponsor retains all liability in connection with any instruction to Gravie to provide the services under this Agreement in accordance with terms which differ from the terms of the Agreement or the terms of the SPD and Plan Documents adopted by Plan Sponsor. Plan Sponsor retains all final authority and responsibility for the Plan and its operation and Gravie is empowered to act on behalf of Plan Sponsor or Plan Administrator in connection with the Plan only as expressly stated in this Agreement or as otherwise agreed to by the Parties in writing. Plan Sponsor retains all responsibility for any liability, losses, damages, claims, lawsuits or causes of action and any associated costs, regulatory penalties or fines, excise taxes or other negative tax consequences, and expenses arising, directly or indirectly, out of the design and/or interpretation of the Plan.

- d. It is understood and agreed that Plan Sponsor has the sole responsibility for compliance with applicable law related to the administration and operation of the Plan, including, but not limited to, the following requirements:
- i. Administration of COBRA or any other laws governing continuation of health care, including the provision of COBRA (or similar) notices and collecting applicable COBRA premiums.
 - ii. Administration of the Family and Medical Leave Act (“FMLA”).
 - iii. Determining whether a medical child support order is a “qualified” medical child support order.
 - iv. Payment of taxes, assessments, Employer shared responsibility payments under 4980H of the Internal Revenue Code, or other fees or penalties arising solely out of the operations of the Plan or the services provided under this Agreement that are levied against the Plan or Plan Sponsor.
 - v. Reporting and disclosure requirements, including but not limited to plan documents, SPDs, SBCs, participant communications and notices, and if applicable, Form 5500 filings, IRS Forms 1094 and 1095, or other reporting and disclosure compliance required of, by or for the Plan, Participants and dependents, or the Plan Sponsor by applicable federal, state or local laws.
 - vi. Determining the taxability (or non-taxability) of Plan benefits and processing applicable payroll withholdings and reporting of such taxable benefits where applicable.
 - vii. All other compliance requirements applicable to the Plan, including but not limited to compliance with ERISA, the ACA, HIPAA and the Code.
- e. To the extent that Medicare, Medicaid, the Veterans Administration or any other federal or state agency or entity asserts a reimbursement right against Plan Sponsor, the Plan or Gravie with respect to payment or reimbursement of Premiums processed by Gravie under this Agreement, the Plan Sponsor shall be responsible for payment or reimbursing Gravie any such amounts determined to be owed.
- f. Plan Sponsor shall give thirty (30) days prior written notice to Gravie, unless such advance notice is prohibited by law or contract (in which case notice will be provided as soon as practicable) of a change of Plan Sponsor’s name or any insolvency, receivership or inability of Plan Sponsor to pay its debts as they become due.
- g. Gravie shall invoice Plan Sponsor for the fees identified in Exhibit A on the first business day of the month. Gravie shall pull the invoiced amount from the Account on the fifth (5th) business day of the month via automated clearinghouse (“ACH”) transfer.
- h. Premiums Payable.
- (i) Prior to Open Enrollment for each Plan Year, Gravie will notify Plan Sponsor of estimated monthly Premiums payable (“Estimated Premium Deposit”). Plan Sponsor agrees to make available the Estimated Premium Deposit identified by Gravie in the Account within two (2) business days of such notification in order for Gravie to pull via ACH and pay or reimburse Premiums. Gravie will use the Estimated Premium Deposit to fund Premiums payable for the initial month of the Plan Year. If the Estimated Premium Deposit is exhausted, Gravie reserves the right to notify Plan Sponsor of additional Premium deposit required during Open Enrollment, and Plan Sponsor agrees to make available any

additional Premiums payable identified by Gravie in the Account within two (2) business days of such notification in order for Gravie to pull via ACH and pay or reimburse Premiums. After Open Enrollment has ended and all first month Premiums have been paid, Gravie shall reconcile and credit back to Plan Sponsor any remaining Estimated Premium Deposit.

- (ii) Following the end of Open Enrollment, Gravie will notify Plan Sponsor of Premiums payable on or about the tenth (10th) day of the month. Such amounts shall be based on active enrollments and any disenrollments (“Adjusted Premium Deposit”). Plan Sponsor shall make the Adjusted Premium Deposit available within two (2) business days of Gravie notifying Plan Sponsor of the current Adjusted Premium Deposit in order for Gravie to pull via ACH and pay or reimburse Premiums.
- (iii) In the event of any Special Enrollment Period, Plan Sponsor shall make the requisite Premiums payable related to such Special Enrollment Period available within one (1) business day of Gravie notifying Plan Sponsor of such Premiums payable. Gravie may notify Plan Sponsor of such Premiums payable up to five times per week.
- i. Plan Sponsor shall not set up a trust or an account in the Plan’s name to be used to pay for Premiums or fees
- j. If Plan Sponsor does not make funds available in the Account to pay Premiums or fees within the timeframes above, Gravie may either suspend performance of its services under this Agreement until such time as the required amount is made available and pulled from the Account, or immediately terminate the Agreement and its obligations under this Agreement. Gravie shall not pay Premiums from its own assets. Gravie charges a \$100 fee for non sufficient funds (NSF). Any acceptance by Gravie of late payment shall not be deemed a waiver of its rights to terminate this Agreement for any future failure of Plan Sponsor to make timely payments.
- k. Plan Sponsor shall provide Gravie with requests for Plan amendments at least thirty (30) days prior to the effective date of the changes. Gravie will prepare template amendments for Plan Sponsor’s approval and adoption. Gravie shall have the right to require Plan Sponsor to make Plan amendments to comply with state or federal law, and may modify its services accordingly. In the event the Plan as amended imposes additional administrative burdens on Gravie or reduces Gravie’s compensation, Gravie may request that additional fees be paid to Gravie pursuant to this Agreement. If Gravie does not agree to provide the additional or changed services, or the parties cannot agree on additional fees, Gravie may terminate this Agreement upon thirty (30) days written notice to Plan Sponsor.
- l. Plan Sponsor shall be solely responsible for paying all fees, expenses, or costs attributable to any legal action or proceeding brought to recover a Claim for benefits under the Plan.
- m. Plan Sponsor agrees to make Broker Services available as described in Exhibit B.
- n. Plan Sponsor understands and agrees that failure to meet the timeframes identified in this Agreement or to provide any Estimated or Adjusted Premium Deposit or any other Premiums payable may result in a delay in the Implementation Date, a delay of Gravie’s

performance of services under this Agreement, or a failure to establish or maintain a Member's coverage under an Individual Policy. Any costs or damages associated with such failures shall be the sole responsibility of Plan Sponsor, including costs or damages associated with a loss of coverage under an Individual Policy or a failure to obtain coverage under an Individual Policy.

- o. Plan Sponsor understands and agrees that an employee's, Member's or Participant's failure to provide necessary information, complete required forms or fail to act in accordance with the terms of the Plan may result in such individual (and dependents, as applicable) failing to establish or maintain coverage under an Individual Policy. Plan Sponsor understands and agrees that any such failure in connection with an Individual Policy is solely the liability of the applicable individual and Gravie is not responsible for any costs or damages incurred in connection with the individual's failure.
- p. Plan Sponsor is responsible for handling initial enrollment communications with employees. In the event that not all groups of employees are eligible for participation in the Plan, Plan Sponsor is responsible for ensuring that only eligible employees are provided with appropriate materials related to enrollment in the Plan.

4. HIPAA

Gravie's duties and responsibilities under this Agreement in connection with the requirements imposed by the Health Insurance Portability and Accountability Act ("HIPAA") and the privacy and security regulations thereunder are set forth in the business associate addendum set forth in Exhibit C.

5. Proprietary and Confidential Information

- a. Confidential Information Definition. "Confidential Information" includes all confidential or proprietary information, documentation, data, know how, devices, designs, trade secrets and technology, whether obtained by a Party under this Agreement from the other Party before or after the execution of this Agreement, without regard to medium of storage or method of transmission of such information, including without limitation (i) all proprietary documents, including but not limited to this Agreement, all product or service descriptions, business plans, bids, proposals, financial data, memoranda, manuals, handbooks, production books and audio or visual recordings developed by a Party; (ii) all computer software and systems developed or provided by one Party to the other (including all documentation relating thereto); (iii) all proprietary methods, algorithms, logic, techniques, policies, strategies and procedures utilized by Gravie or provided by Gravie to Plan Sponsor in connection with the provision of the Administrative Services, and all intellectual property (defined below), (iv) all other material bearing a "Confidential Information" or similar designation; and (v) any written, oral or visual information not marked or designated as confidential or proprietary at time of disclosure but that by its nature the recipient knows or should know is confidential.
- b. Exclusions. Confidential Information shall not include any information that: (a) is or becomes a part of the public domain through no act or omission of the recipient; (b) is in

- the recipient's possession, with no confidentiality restrictions, prior to the time of disclosure or discovery under this Agreement; (c) is disclosed to or rightfully obtained by a recipient from any third party having a right to disclose such information without restriction and without breach of any confidentiality obligation by such third party; or (d) is independently developed by the recipient without use of, or reference to, the discloser's Confidential Information, as evidenced by written records.
- c. **Nondisclosure Obligations.** Plan Sponsor and Gravie acknowledge that the other's Confidential Information disclosed to it pursuant to this Agreement is disclosed in confidence and with the understanding that it constitutes valuable information developed at great expenditure of time, effort and money. Each Party agrees to secure and protect the Confidential Information of the other Party using all commercially reasonable means, but in no event shall such means be less than those used by the Party to secure and protect its own Confidential Information. If any person seeks to compel a Party to disclose the other Party's Confidential Information, then Plan Sponsor or Gravie, as appropriate, will promptly notify the other Party so that the Party owning such Confidential Information has the opportunity to seek an appropriate protective order. Neither Party shall use Confidential Information belonging to the other Party, except as is necessary to accomplish the objectives of this Agreement. Neither Party shall disclose, transfer, publish or display Confidential Information belonging to the other Party to any third parties, unless expressly permitted herein.
- d. **Use of Confidential Information Following Termination.** Each Party agrees not to use, duplicate or make any copies of the Confidential Information of the other except as necessary to carry out its responsibilities under this Agreement. Upon termination of this Agreement for any reason whatsoever, each Party will return to the other, or destroy, all material constituting or containing Confidential Information of the other, provided, however, that each Party may retain one copy of such Confidential Information in its possession for archival purposes only.
- e. **Remedies.** The Parties recognize and agree that violation or breach of this Section 5 regarding Confidential Information shall result in grievous and irreparable harm to the other Party, which harm may be difficult to quantify, and that neither Party will have an adequate remedy at law. Therefore, each Party agrees to waive the defense that the other Party has an adequate remedy at law and agree that the other Party may enforce its rights in equity by seeking injunctive or other equitable relief, in addition to whatever other remedies may exist. Both Parties also waive any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief.

6. Claims Audit

At Plan Sponsor's expense, Plan Sponsor shall have the right to audit Claims relating to Premiums on Gravie's premises, during regular business hours and in accordance with Gravie's audit policy, which may be revised from time to time in Gravie's sole discretion.

Except as prohibited by applicable law, Plan Sponsor shall not conduct more than one audit in any twelve (12) month period, and each audit shall be limited to review of Claims from the prior Plan Year.

7. Claims Litigation

a. Gravie shall defend against any legal action or proceeding brought against Gravie to recover a Claim for Premiums (or any noncovered benefit) under the Plan as administered by Gravie. If a demand for benefits under the Plan is asserted, or litigation, investigation, or other proceedings are commenced against Gravie by a Member, or by any other party on behalf of a Member, in connection with the Plan, Gravie shall provide notice to the Plan Sponsor as soon as practicable. Gravie will select and retain defense counsel with experience litigating similar matters and subject to Plan Sponsor's consent, which consent shall not be unreasonably withheld. Plan Sponsor will assume liability for payment of attorneys' fees and costs in connection with the litigation, proceeding, or investigation. If the Plan Sponsor or Plan are also named in the legal action or proceedings, each Party will provide the other with reasonable cooperation in the defense and will provide such relevant evidence that is not privileged or otherwise confidential to the other Party on request. Gravie is authorized to settle or compromise any Claim to recover benefits under the Plan arising out of a course of legal action with the approval of Plan Sponsor, which approval shall not be unreasonably withheld.

b. Gravie is not an insurer or guarantor of benefits under the Plan nor does it underwrite the risk or otherwise assume any risk for the payment of benefits under the Plan. Under all circumstances, Plan Sponsor shall be liable to pay Plan benefits awarded or paid by settlement, judgment, or otherwise.

8. Indemnification and Limitation of Liability

a. Mutual Indemnification. Except for legal actions or proceedings seeking benefits under the Plan, which are governed by Section 7 of this Agreement, Gravie and Plan Sponsor shall each indemnify, defend and hold harmless the other Party, and its directors, officers, employees, agents and affiliates, from and against any and all third party claims for losses, damages, liabilities, costs, and expenses (including without limitation, reasonable attorneys' fees and costs) resulting from the indemnifying Party's or its subcontractor's gross negligence or willful misconduct in the performance of the obligations under this Agreement.

b. Procedures. The Party seeking to be indemnified pursuant to this Section 8 (as applicable, the "Indemnified Party") shall be entitled to indemnification only if it gives written notice to the Party obligated to provide such indemnification (the "Indemnifying Party") of any claims, suits or demand by third parties which may give rise to a claim for indemnification with reasonable promptness after receiving written notice of such claim; provided, however, that failure to give such notice shall not relieve the Indemnifying Party of its obligation to provide indemnification, except if and to the extent that the Indemnifying Party is actually and materially prejudiced thereby. Once the Indemnifying Party confirms in writing to the Indemnified Party that it is prepared to assume its indemnification obligations, the Indemnifying Party shall have sole control over the defense of the claim, at its own cost and expense; provided, however, that the Indemnified Party shall have the right to be represented by its own counsel at its own cost in such matters. The Indemnifying Party shall not settle or dispose of any such matter in any manner which would require the Indemnified Party to make

any admission, or to take any action without the prior written consent of the Indemnified Party, which shall not be unreasonably withheld or delayed. Each Party shall reasonably cooperate with the other Party and its counsel in the course of the defense of any such suit, claim or demand, such cooperation to include using reasonable efforts to provide or make available documents, information and witnesses and to mitigate damages.

c. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY (OR TO ANY PERSON OR ENTITY CLAIMING THROUGH THE OTHER PARTY) FOR LOST PROFITS OR FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH PARTY HAS BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED, THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL APPLY IRRESPECTIVELY OF THE SUCCESS OR FAILURE OF ANY EXCLUSIVE REMEDIES HEREIN. THE MAXIMUM TOTAL LIABILITY OF GRAVIE TO PLAN SPONSOR, REGARDLESS OF THE FORM OF ACTION OR THE REASON FOR THE RECOVERY, SHALL BE LIMITED TO DIRECT MONETARY DAMAGES TO PLAN SPONSOR IN AN AMOUNT NOT TO EXCEED ONE YEAR'S WORTH OF MONTHLY PLAN ADMINISTRATION FEES PAYABLE BY PLAN SPONSOR TO GRAVIE. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NO LIMITATIONS OF LIABILITY, DISCLAIMERS OR WAIVERS OF ANY DAMAGES THAT ARE SET FORTH IN THIS AGREEMENT OR ANY EXHIBIT OR AMENDMENT THEREOF, WILL APPLY TO LOSSES OR OBLIGATIONS ARISING IN CONNECTION WITH (i) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, OR (ii) A PARTY'S ACTUAL OR ALLEGED INFRINGEMENT, VIOLATION OR MISAPPROPRIATION OF THE INTELLECTUAL PROPERTY RIGHTS OF THE OTHER PARTY.

9. Term and Termination

a. **Initial Term.** This Agreement will commence on the Effective Date, and will continue through the end of the first Plan Year unless earlier terminated as provided herein (the "Initial Term").

b. **Extended Terms.** Upon the expiration of the Initial Term, this Agreement will automatically be extended for successive additional one (1) year periods unless earlier terminated as provided herein. Each such period following the Initial Term is referred to as an "Extended Term." The Initial Term and any Extended Term(s) are referred to collectively as the "Term." The Parties may agree to changes to the Agreement for any Extended Term at any time before sixty (60) days prior to the expiration of the Term. Either Party may terminate the Agreement at the end of the Initial Term or any Extended Term upon at least sixty (60) days prior written notice to the other Party.

c. **Gravie Termination.** Gravie may, at its sole option, and without limiting any other remedy, terminate this Agreement with three (3) business days written notice upon the occurrence of any one or more of the following events:

- i. The Plan Sponsor fails to fund the Account.
- ii. The Plan Sponsor fails to comply with any federal, state or other government statute, rule or regulation;
- iii. The Plan Sponsor files a petition for relief under the Federal Bankruptcy Code.

d. Plan Sponsor Termination. The Plan Sponsor may, at its option, and without limiting any other remedy, terminate this Agreement with three (3) business days written notice upon the occurrence of any one or more of the following events:

- i. Gravie fails to comply with any federal, state or other governmental statute, rule or regulations.
- ii. Gravie files a petition for relief under the Federal Bankruptcy Code.

e. Post-Termination Services. Gravie shall have no obligation to process, pay, or reimburse any Premiums following termination of this Agreement, and Plan Sponsor shall be solely responsible for payment or reimbursement of Premiums thereafter. Gravie will provide a file to Plan Sponsor or its designee with information necessary to continue the payment or reimbursement of Premiums.

10. Limitation on Actions and Governing Law

This Agreement and all duties and obligations arising pursuant to this Agreement shall be governed, to the extent they are not inconsistent with or preempted by applicable federal law, by the laws of the State of Minnesota, excluding the conflicts of laws rules of that State, as though this Agreement was made and performed entirely within that State. Notwithstanding the preceding sentence, any and all matters relating to the copyrights or any other intellectual or industrial property rights hereunder shall be governed by the substantive laws of the United States of America.

11. No Waiver

No failure by either party to take any action or assert any right hereunder shall be deemed to be a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any waiver by a party of any of its rights under this Agreement shall be in writing signed by such party.

12. Assignment

This Agreement may not be assigned by either Party, in whole or in part, including by operation of law, without the prior written consent of the other Party, which consent will not be unreasonably withheld, provided, however, that either Party may assign this Agreement to any entity that acquires all of or substantially all of its capital stock or its assets connected to the business to which this Agreement relates, whether through purchase, merger, consolidation or otherwise. Any attempted assignment in violation of this provision shall be void.

13. Notices

Notices permitted or required to be given hereunder shall be deemed sufficient if given by registered or certified mail, postage prepaid, return receipt requested, by private courier service, or by facsimile or email addressed to the respective addresses of the parties as set forth below or at such other addresses as the respective parties may hereafter designate by like notice. Any notice, other than those required or permitted under Sections 7 and 9 may be given by email at the email addresses set forth below. Notices so given shall be effective upon (a) receipt by the party to which notice is given or (b) on the fifth (5th) day following mailing (other than e-mail), whichever occurs first. Notices by email shall be effective on the business day following the date on which the email

is sent unless the sender receives an automatic response or other indication that the email account is not then monitored.

If to Plan Sponsor:

Contact name: Ben Hill County Board o

Address: 212 E Central Avenue, Fi

Email: hampton.raulerson@be

If to Gravie:

Gravie Administrative Services LLC

10 NE Second Street, Suite 300

Minneapolis, MN 55413

Attn: HRA Administrator

Email: tpa@gravie.com

14. Administration

Gravie is providing administrative services only. Gravie has only the authority granted it pursuant to this Agreement. Gravie is not the insurer, guarantor or underwriter of any portion of the Plan. Gravie has no responsibility or liability for funding benefits provided by the Plan. Plan Sponsor retains the ultimate responsibility and liability for all benefits and expenses incident to the Plan, including but not limited to, any state or local taxes that might be imposed relating to the Plan.

15. Entire Agreement and Counterparts

- a. This Agreement, including the Exhibits attached hereto, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and proposals, whether oral or written. There are no promises, terms, conditions or obligations other than those contained herein. Except as expressly provided herein, this Agreement may be modified only in a writing signed by both parties.
- b. This Agreement may be executed in two or more counterparts, and each such counterpart shall be deemed an original hereof. Facsimile or .PDF signature pages shall be deemed original counterparts.

16. Arbitration

In the event of a dispute arising from this Agreement, the Parties shall endeavor in good faith to settle the dispute through negotiation. If the dispute cannot be resolved through negotiation, either of the Parties has the right to submit the matter in dispute to binding arbitration. Written notice of the intent to submit a matter to arbitration shall be given by the Party requesting the same. The arbitration proceedings shall be conducted in accordance with the commercial rules of the American Arbitration Association, or if the parties so agree, the relevant rules of another arbitration entity or organization agreed upon by the parties. Such arbitration shall be held in Minneapolis, Minnesota. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. §§1-16, and judgment upon the arbitrator's award may be entered in any court having jurisdiction over

such matter. No dispute shall be brought more than two years after the event giving rise to the dispute occurs. The arbitrator's fees shall be borne equally by the Parties.

17. Miscellaneous

- a. **No Agency.** For purposes of this Agreement, the parties are independent contractors and not partners, joint ventures or otherwise affiliated and neither party has the right or authority to bind the other party in any way. Gravie is not an agent or employee of the Plan Sponsor and does not assume any liability or responsibility for any breach of duty or act or omission by the Plan Sponsor. Any function not specifically delegated by Plan Sponsor to, and agreed to be assumed by Gravie in writing pursuant to this Agreement shall remain the sole responsibility of the Plan Sponsor. Neither party hereto is an agent or legal representative of the other parties for any purpose. Neither party shall enter into any contracts in the name of, or on behalf of the other party, nor shall a party be entitled to pledge the credit of the other party in any way or hold itself out as having authority to do so.
- b. **No License.** Nothing herein shall be construed as an implied license by a Party to use the other Party's name, trademarks, domain names, or other intellectual property. Neither Party shall use the name, trademarks, domain names, or any other name or mark of the other Party in any press release, printed form, advertising or promotional materials or otherwise, without the prior written consent of the other party.
- c. **No Third Party Beneficiaries.** Nothing in this Agreement, whether express or implied, shall confer upon any person or entity, other than the parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.
- d. **Service of Legal Process.** Nothing contained herein shall cause either Party to be deemed an agent for service of legal process for the other Party.
- e. **Survival.** The following sections of this Agreement and all defined terms shall survive termination of this Agreement for any reason: Sections 5, 7, 8, 10, 15, 16, 17 and all defined terms.
- f. **Regulations.** Each Party shall comply with all laws and regulations applicable to their respective duties and obligations assumed to under this Agreement.
- g. **Licensing.** Gravie shall maintain any applicable licenses, registrations or certifications that are required to perform the services under this Agreement.
- h. **No Legal or Tax Advice.** Gravie is not an attorney, tax advisor or investment advisor and does not render legal, tax or investment advice in connection with the creation, adoption or operation of any employee benefit plan, or the purchase of any insurance policy.
- i. **Severability.** If any provision of this Agreement is found unenforceable under any laws or regulations applicable thereto, such provision terms shall be deemed stricken from this Agreement, but such invalidity or unenforceability shall not invalidate any of the other provisions of this Agreement.

j. Force Majeure. No party shall be liable to the other for any loss or damage attributable to, and neither party shall be deemed to be in default hereunder as a result of, any failure or delay in performance (other than the payment of amounts due under this Agreement) caused by force majeure. For purposes of this Agreement, the term “force majeure” shall include strike, lockout, earthquake, hurricane, flood, fire, or other acts of God or nature, war, rebellion, civil disorders, pandemics or similar events, piracy, acts of civil or military authorities, widespread electrical or telecommunications failures (including successful attacks on the Internet infrastructure), and any other causes beyond the reasonable control of the party whose performance is affected or measured, including conduct by one party or its agents that prevents the other party from fulfilling its obligations under this Agreement. Both parties shall use all reasonable efforts to minimize the consequences of force majeure.

k. Authority. Plan Sponsor and Gravie each represents to the other that it has taken all necessary corporate action to authorize the execution and delivery of this Agreement.

l. Subcontractors. Gravie may, in its sole discretion, choose to engage one or more subcontractors to carry out its responsibilities under this Agreement. Notwithstanding the foregoing, Gravie shall remain responsible for the delivery of all services covered by this Agreement and shall be liable for the acts or omissions of its subcontractors to the same extent as if Gravie were performing such responsibilities.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by affixing the signatures of duly authorized officers.

Gravie

Plan Sponsor

Signature:



Signature:


Hal Wiley (May 29, 2026 10:19:19 EDT)

Name:

Marek Ciolko

Name:

Hal Wiley

Title:

Chief Operations Officer

Title:

Chairman

Date:

May 29, 2026

Date:

May 29, 2026

Exhibit A Funding and Fee Payment Terms

1. Fees

Fee	Amount
Plan Administration Fee	The greater of [\$75.00] per Participant per month, or three-hundred dollars (\$300) for said month.

If Plan Sponsor requests the provision of any service not required under the terms of this Agreement, Gravie may charge Plan Sponsor for the actual and reasonable costs incurred in the performance of such additional service.

2. Payment Terms

- a. Authorization. Plan Sponsor authorizes Gravie to initiate debit entries and to initiate, if necessary, credit entries and adjustments for any excess debit entries or debit entries made in error, to the Account indicated below and the depository named below. Plan Sponsor further authorizes Gravie to create accounts for the benefit of the Plan as necessary to process Premium payments directly to insurers for Individual Policies.
- b. Interchange Fees. In circumstances where Plan Sponsor's employees use pre-loaded debit cards to pay health insurance premiums, Gravie and its contractors may receive interchange fees from use of the card. Total interchange fees may vary, but in all cases will be equal to or less than the highest possible fee allowed for all card transactions, and Gravie will receive interchange fees in the amount of 1.25% for transactions <\$10,000. Interchange fees are paid by insurance companies and not by Plan Sponsor or its employees.
- c. Liability. Neither Gravie nor Plan Sponsor shall be liable for the act or omission of any Automated Clearing House.
- d. Notice and Deposit. Gravie will notify Plan Sponsor of the amount to be debited for the payment or reimbursement of Premiums and fees payable to Gravie as described in Section 3 of this Agreement.
- e. Plan Sponsor agrees that it will have sufficient funds available in the Account to satisfy its obligations under this Agreement by the withdrawal due date. Gravie shall have no obligation to make its own funds available.
- f. Plan Sponsor's Account. The Account subject to ACH Origination is described in Schedule A below:

Schedule A: Plan Sponsor's ACH Premium Payment Account

(9) Digit ABA Routing Number	DDA Account Number
061202672	107727

Plan Sponsor's Financial Institution Name: Colony Bank

Plan Sponsor's FEIN: 58-6000784

EXHIBIT B

Brokerage Services Acknowledgement

SECTION I: Services and Scope of Work

1.1 Services. Gravie, Inc., parent of Gravie Administrative Services LLC, and its subsidiaries provide an array of services to individuals and employers. Gravie Agency LLC, a wholly owned subsidiary of Gravie, Inc., provides Broker Services to individuals as described below, along with online and telephonic tools to assist individuals in selecting from a broad array of products and services, including individual policies of health insurance as well as other products and services for the general improvement of health, and programs and tools to promote exercise, fitness, and nutrition. As described in the terms of the Agreement, Gravie Administrative Services LLC, a wholly owned subsidiary of Gravie, Inc. provides plan administration Services to employers.

1.2 Broker Services. Gravie Agency LLC (“Agency”) will provide information and services to help Plan Sponsor’s employees select suitable Individual Policies through personalized decision support systems designed to match employees and their dependents with appropriate individual policies of insurance and other products and services made available to them by Agency (the “Broker Services”). Broker Services are provided by Agency to individuals, including employees and their dependents. Plan Sponsor is not a party to any agreement entered into by employees or their dependents with insurance companies or providers of health and wellness services made available through the Broker Services.

Agency will provide access to a wide range of Individual Policies. The decision to purchase any Individual Policy shall be at the sole discretion of individuals. All communications regarding the Broker Services and Individual Policies shall be supplied by Agency. Agency will use commercially reasonable efforts to educate and assist employees and their dependents in selecting the individual health plan option that best fits their needs, but does not represent or guarantee that any option selected by an individual will provide the greatest benefits or lowest cost under the particular facts and circumstances. Agency will use commercially reasonable efforts to accurately describe the individual health insurance benefits, rights and features, but does not represent or guarantee that every communication will be correct or complete. Agency will make commercially reasonable efforts to work with individual market insurance issuers in a neutral and unbiased fashion, and agrees it will present coverage options in a way that is neutral and does not promote otherwise one issuer over another for reasons unrelated to individual needs and individual preferences. Agency does not guarantee that all individual market issuers or all products of all individual market issuers will be made available. Employer agrees not to endorse Agency or hold Agency out as the sole or exclusive source of broker services.

1.3 Customer Service. Agency will make available resources to answer questions from employees regarding employee usage of Agency’s website, Broker Services, and other products and services offered by Agency.

1.4 Website. Agency will provide reasonable access to a website that provides employees with online access to Individual Policies that are available to them.

1.5 Records. Agency and Gravie (collectively, “Gravie Service Providers”), agree to retain records for seven years under the Agreement consistent with their respective roles and applicable law. Upon termination of this Agreement, Gravie Service Providers shall provide copies of records to Plan Sponsor upon request consistent with the Gravie Service Providers’ Privacy Policy and applicable law. Gravie Service Providers shall not be responsible for storing copies of records after termination of this Agreement except as provided above.

1.6 Disclosures. Agency may receive commissions from third party health insurance companies for the sale of Individual Policies to Plan Sponsor's employees. Health Insurance Premiums paid by individuals may include commissions, but individuals pay the same rate whether or not they use an insurance broker. Fees paid by Plan Sponsor to Gravie are separate and apart from, and may be in addition to, commissions earned by Agency. No employees will pay fees to Agency or Gravie for Brokerage Services or other services.

SECTION II: Obligations of Plan Sponsor

2.1 Other Health Insurance Coverage. The parties acknowledge and agree that the Gravie Service Providers are neutral and assume no responsibility with respect to any decision made by Plan Sponsor to adopt, modify, amend or terminate other group health plans in connection with adopting an ICHRA.

2.2 Permission to Market to Employees; Employee Data. Plan Sponsor shall permit Agency to market and promote Broker Services and other services to employees and their dependents, including individual insurance policies and wellness products and services; provided, Agency shall not make any statements or provide any materials to employees and their dependents which indicate that the Plan offers reimbursement for anything but the Premiums for the Individual Policies. Employees and their dependents will have the option to opt out of any marketing of Broker or other services. Plan Sponsor shall not have the right to approve or modify Agency brochures or promotional material except to verify that Plan Sponsor's name or logo is not displayed on such materials. Agency will provide Plan Sponsor copies of Agency brochures and promotional materials upon request. All questions by employees regarding Broker Services will be referred to Agency. Plan Sponsor shall provide Agency with the appropriate contact information for employees.

2.3 Plan Sponsor to Maintain Complete Neutrality. Plan Sponsor shall maintain complete neutrality regarding individual policies of insurance made available by Agency to employees and their dependents. To this end, Plan Sponsor shall not: (1) require employees or their dependents to participate in the Broker Services or other services or purchase individual insurance policies or wellness products or services; (2) endorse any individual insurance policy or insurance company made available by Agency through the Broker Services or other services; (3) describe the Broker Services, other services or individual insurance policies as the Plan Sponsor's plan or our plan; (4) make references to the Broker Services, other services or individual insurance policies on emails or company letterhead; (5) include a description of the Broker Services, other services or individual insurance policies or insurance companies or any funds made available by employer for purchase of such individual policies in any summary plan description; (6) negotiate with insurance companies regarding policies made available through the Broker Services or other services; (7) maintain insurance claims forms in the workplace; (8) answer employee questions on insurance coverage regarding any individual policy purchased through the Broker Services or other services; or (9) assist employees with disputed insurance claims. Plan Sponsor may refer employees with questions to Agency or Gravie. Participation in Broker Services or other services by employees and their dependents shall be completely voluntary. Plan Sponsor shall not endorse Agency or Gravie or express any preference for brokers that represent a particular firm or have a relationship with a certain health insurance issuer.

Plan Sponsor Acknowledgement


Signature: 
Hal Wiley (May 29, 2026 10:19:19 EDT)
Title: Chairman
Date: May 29, 2026

EXHIBIT C

BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum (“Addendum”) is entered into by and between Plan Sponsor (as defined in the Agreement), as plan sponsor and plan administrator of, and on behalf of its individual coverage health reimbursement arrangement plan (“Covered Entity”), and Gravie Administrative Services LLC, a wholly owned subsidiary of Gravie, Inc., a Delaware company with its headquarters at 10 NE Second St, Suite 300, Minneapolis, Minnesota (“Business Associate”), effective upon the date it is signed by both parties, or if earlier, on the date of commencement of services from Business Associate to Covered Entity (“Effective Date”).

This Addendum shall be incorporated into and made a part of the Administrative Services Agreement (“Agreement”) between Plan Sponsor and Business Associate and shall supersede any conflicting or inconsistent terms and provisions of the Agreement to which this Addendum is attached, including any exhibits or other attachments thereto and all documents incorporated therein by reference. This Addendum may be executed and made effective prior to execution of a written contract reflecting the Agreement.

This Addendum is intended to comply with the Administrative Simplification provisions in Part C of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 under Title XIII of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5) and by the Genetic Information Nondiscrimination Act of 2008, Public Law 110-233.

Recitals

WHEREAS, Plan Sponsor and Business Associate are parties to an Agreement pursuant to which Business Associate provides certain services to Plan Sponsor and the Covered Entity and, in connection with those services, Covered Entity (and Plan Sponsor or another business associate of Covered Entity) discloses Protected Health Information (“PHI”) to Business Associate, and Business Associate creates and receives PHI on behalf of Covered Entity;

WHEREAS, the parties desire to protect the privacy and provide for the security of the PHI pursuant to HIPAA;

WHEREAS, HIPAA requires Business Associate to enter into a contract containing specific requirements pertaining to Business Associate’s use and disclosure of PHI received from, or created or received on behalf of, Covered Entity;

WHEREAS, Covered Entity and Business Associate agree that there is good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to enter into the covenants and agreements contained in this Addendum.

NOW THEREFORE, for and in consideration of the recitals above and mutual covenants and conditions below, Plan Sponsor and Business Associate enter into this Addendum, and agree as follows:

Section 1 – Definitions

1.1 Catch-all definition. The following terms used in this Addendum shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Genetic Information, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Underwriting Purposes, Unsecured Protected Health Information, and

Use.

1.2 Specific definitions:

(a) Business Associate. “Business Associate” shall generally have the same meaning as the term “Business Associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Gravie Administrative Services LLC.

(b) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “Covered Entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean individual coverage health reimbursement arrangement plan.

(c) HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Section 2 - Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Use or disclose PHI only as permitted or required by the Agreement or as Required by Law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent Use or Disclosure of PHI other than as provided for by the Agreement;

(c) Report to Covered Entity any Use or Disclosure of PHI not provided for by the Agreement of which it becomes aware, including Breaches of Unsecured PHI as required at 45 CFR 164.410, and any security incident of which it becomes aware, without unreasonable delay, taking into account the level of risk reasonably likely to be presented by the Use, Disclosure, security incident or Breach, but in no event more than thirty (30) calendar days (except that, for purposes of this reporting requirement, Business Associate does not need to report inconsequential incidents that occur on a daily basis such as scans or “pings” that are not allowed past Business Associate’s firewalls);

(d) Ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

(e) To the extent that Business Associate uses or maintains electronic PHI on individuals in a Designated Record Set on behalf of Covered Entity, disclose such electronic PHI to the Covered Entity as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.524, and forward any such request from an individual to the Covered Entity as necessary for the Covered Entity to satisfy its obligations under 45 CFR 164.524;

(f) Make any amendment(s) to PHI in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, and forward any such request from an individual to the Covered Entity as necessary for the Covered Entity to satisfy its obligations under 45 CFR 164.526;

(g) Maintain and make available the information required to provide an Accounting of Disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528, and forward any such request from an individual to the Covered Entity as necessary for the Covered Entity to satisfy its obligations under 45 CFR 164.528;

(h) To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under the Privacy Rule, comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Section 3 - Permitted Uses and Disclosures by Business Associate

(a) Business Associate may Use or Disclose PHI as necessary to perform its obligations and functions under the Agreement.

(b) Business Associate may Disclose PHI to other Business Associates of the Covered Entity for the payment purposes or the Health Care Operations of the Covered Entity, when directed by the Covered Entity, and subject to Business Associate's review and approval of such requests. In this event, Business Associate may require that a data transfer agreement or similar contract be signed between Business Associate and other applicable parties.

(c) Business Associate may not Use or Disclose protected health information in a manner that would violate the Privacy Rule if done by Covered Entity except for the following: (i) for the proper management and administration of the Business Associate; (ii) to carry out the legal responsibilities of the Business Associate; (iii) for the provision of Data Aggregation services relating to the Health Care Operations of the Covered Entity.

(d) Business Associate may disclose PHI for the purposes described in Sections 3(c)(i) and (ii) of this Addendum only if: (i) the disclosure is Required By Law; or (ii) Business Associate obtains reasonable assurance from the person or entity to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person or entity, and the person or entity notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached.

(e) Business Associate may Use or Disclose PHI pursuant to a valid authorization by an Individual that satisfies the requirements of 45 C.F.R. § 164.50, except for uses or disclosures of psychotherapy notes or genetic information.

(f) Business Associate may de-identify PHI received from Covered Entity in a manner consistent with the Privacy Rule's standards for de-identification. Business Associate may use and disclose de-identified information to the extent permitted by HIPAA.

(g) When Using or Disclosing PHI or when requesting PHI from Covered Entity, Business Associate will make reasonable efforts to limit PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure or request.

Section 4 – Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

(a) Covered entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of PHI.

(b) Covered entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to Use or Disclose his or her PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI.

(c) Covered entity shall notify Business Associate of any restriction on the Use or Disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

Section 5 - Permissible Requests by Covered Entity

Covered entity shall not request Business Associate to Use or Disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity.

Section 6 - Term and Termination

(a) Term. The Term of this Addendum shall be effective as of the Effective, and shall terminate on the date of termination of the Agreement or if later, upon completion of any post-termination obligations agreed upon by Covered Entity and Business Associate. Covered Entity may terminate this Addendum on an earlier date for cause as authorized in paragraph (b) of this Section.

(b) Termination for Cause.

(i) If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of the Covered Entity's obligation under the Agreement, Covered Entity will:

I. Provide an opportunity for Business Associate a reasonable opportunity to cure the breach or end the violation, but not less than thirty (30) days, and terminate this Addendum and any relevant sections of the Agreement if Business Associate does not cure the breach or end the violation within the period provided or cure; or

II. Immediately terminate this Addendum and any relevant sections of the Agreement if Business Associate has breached a material term of this Addendum and cure is not possible.

(c) Obligations of Business Associate Upon Termination. Upon termination of this Addendum for any reason, Business Associate shall, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity:

(i) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

(ii) To the extent feasible, return to Covered Entity or, if agreed to by Business Associate, destroy the remaining PHI that the Business Associate still maintains in any form;

(iii) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 for as long as Business Associate retains the PHI;

(iv) Not Use or Disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out in Section 3 of this Addendum which applied prior to termination; and

(d) Survival. The obligations of Business Associate under this Section shall survive the termination of this Addendum.

Section 7 - Miscellaneous

(a) Regulatory References. A reference in this Addendum to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

(c) Interpretation. Any ambiguity in this Addendum shall be interpreted to permit compliance with the HIPAA Rules. In the event of a conflict between the terms of this Addendum and the Agreement, the terms of this Addendum shall control.

(d) State Law. Nothing in this Addendum shall be construed to require Business Associate to Use or Disclose PHI without a written authorization from an individual who is a subject of the PHI, or written authorization from any other person, where such authorization would be required under applicable state law for such Use or Disclosure. Covered entity hereby acknowledges and agrees that it is Covered Entity's responsibility to inform Business Associate of any state law provisions that are more restrictive than HIPAA Rules.

(e) No Third Party Beneficiaries. This Addendum is intended for the benefit of Business Associate, Covered Entity or plan sponsor only. Nothing express or implied is intended to confer or create, nor be interpreted to confer or create, any rights, remedies, obligations or liabilities to or for any third party beneficiary.

(f) Notices. Any notice required pursuant to this Addendum must be in writing and sent by email or fax with proof of delivery, registered or certified mail, return receipt requested, or by a nationally recognized private overnight carrier with proof of delivery, to the addresses of the parties set forth below in this Addendum.

Business Associate. To the extent notice is required to be provided by Covered Entity to Business Associate under any provision in this Addendum, notice shall be provided to:

Marlon Cush
Gravie, Inc.
10 NE Second St, Suite 300
Minneapolis, MN 55413

Plan Sponsor or Covered Entity. To the extent notice is required to be provided by Business Associate to plan sponsor or Covered Entity under any provision in this Addendum, notice shall be provided to:

Contact Name: Ben Hill County Board o
Address: 212 E Central Avenue, Fi
Email: hampton.raulerson@be

(g) Choice of Law. This Addendum is made in and will be governed by, and construed in accordance with, the laws of the State Minnesota (to the extent not preempted by federal law) without regard to principles of conflict or choice of law.

(h) Assignment and Delegation. No party may assign its rights or duties under this Addendum without the prior written consent of the other. This Addendum is binding upon and will inure to the benefit of the respective parties hereto and their successors and permitted assigns.

(i) Force Majeure. The obligations of any party under this Addendum will be suspended for the duration of any force majeure applicable to that party. The term "force majeure" means any cause not reasonably within the control of the party claiming suspension, including, without limitation, an act of God, industrial disturbance, war, riot, weather-related disaster, earthquake, pandemic and governmental action. The party claiming suspension under this Section will take reasonable steps to resume performance as soon as possible without incurring unreasonably excessive costs.

IN WITNESS WHEREOF, the parties have each caused this Business Associate Addendum to be executed by an authorized officer, as of the date first written above

Business Associate

Plan Sponsor

Signature:



Signature:

Hal Wiley
Hal Wiley (May 29, 2026 10:19:19 EDT)

Title:

Chief Operations Officer

Title:

Chairman

Date:

May 29, 2026

Date:

May 29, 2026