AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item:

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County, Colorado - Group & Pension Administrators,Inc.

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

Gunnison County and GPA provide medical benefits to their employees pursuant to the written welfare benefit plan providing health care benefits

Fiscal Impact:

Submitted by: Cheryl Seling **Submitter's Email Address:** cseling@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
All fees are correct per understanding during negotiations with provider. No concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 4/29/2020

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok db 4/30/20

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 5/2/2020 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\emense Discharge Date: 5/4/2020

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 5/5/2020

Revised April 2015

EMPLOYEE HEALTH & WELFARE BENEFIT PLAN
CLAIMS ADMINISTRATION AGREEMENT

THIS CLAIMS ADMINISTRATION AGREEMENT ("Agreement") is entered into this 1st day of **January** 2020, by and between **Gunnison County, Colorado**, a **Colorado** statutory county (the "Employer"), and Group & Pension Administrators, Inc., a Texas corporation (the "Claims Administrator"), effective as of **January** 1, 2020 (the "Effective Date").

W I T N E S S E T H:

WHEREAS, the Employer and its affiliates provide medical benefits to their employees, (collectively, the "Employees"), pursuant to a written welfare benefit plan, known as the "**Gunnison County, Colorado Employee Medical Benefit Plan**" (such plan, or, if applicable, the portion thereof providing medical, and when applicable, dental benefits, is referred to herein as the "Plan"); and

WHEREAS, under the Plan the Employer shall bear all liabilities for the payment of Plan benefits, or the Employer has contracted with one or more insurance companies to bear some or all of such liabilities; and

WHEREAS, the Employer, in its capacity as the sponsor and administrator of the Plan, desires to retain the Claims Administrator (i) to endeavor to process, administer and make reimbursements of claims under the Plan in accordance with this Agreement and within a framework of policies, interpretations, rules, practices, and procedures made by the Employer with respect to the Plan, which may include, among other things, rules and procedures contained in the Plan document (the "Policies and Procedures"), and (ii) such other services as may be agreed to pursuant to this Agreement from time to time by the Employer and the Claims Administrator and set forth on Appendices attached to, and forming a part of, the Agreement; and

WHEREAS, the Claims Administrator desires to perform services on behalf of the Employer as set forth herein.

NOW, THEREFORE, in consideration of the payments to the Claims Administrator as provided in Article VI of this Agreement, as supplemented, if applicable, by the fee provisions set forth in the Addenda attached to this Agreement, as such payment provisions may be amended from time to time, and the mutual promises and covenants contained herein, the parties hereto agree as follows:

ARTICLE I
SERVICES

1.1 Services. During the term of this Agreement and subject to the terms and conditions hereof, the Claims Administrator will assist the Employer with the administration and operation of the Plan by providing the services listed in Addenda **One** through **Two** hereof, and the services described in this Article I, subject in each case to modification in accordance with the terms of this Agreement.

1.2 Claims Processing and Review. The Claims Administrator shall process and administer claims presented under the Plan pursuant to the Policies and Procedures and such written instructions it may receive from the Employer from time to time and make payment from the Employer's funds in accordance with the procedures set forth in Article III of this Agreement for benefits to participating eligible Employees and their covered dependents (each such person referred to as a "Covered Person" and referred to collectively as "Covered Persons") under the provisions of the Plan; provided, however, that unless agreed to by the Claims Administrator pursuant to Section 5.21 of this Agreement, the Claims Administrator shall process only those claims incurred after the Effective Date and received by the Claims Administrator while this Agreement is in force. In performing its responsibilities under this Agreement, the Claims Administrator shall act as the Employer's representative to analyze, investigate, review and calculate claims presented under the Plan by Covered Persons. In such role, the Claims Administrator shall determine the amount of benefits payable under the Plan, verify charges and the reasonableness thereof, and determine the appropriateness of medical procedures, in all cases pursuant to the Policies and Procedures and in accordance with any claim cost control standards, audit procedures, and claim practices adopted by the Claims Administrator and agreed to by the Employer taking into account industry standards. Subject to the following sentence, Employer grants the Claims Administrator full, complete, and sole authority to investigate, adjust, manage, and, if the Employer approves, pay any and all claims presented under the Plan. It is understood by the parties hereto that any claim under the Plan that may not be processed under the Policies and Procedures, as well as any contested or doubtful claim, or claim subject to legal action, attachment or order, will be subject to the review and determination by the Employer or its designated representative. Further, Employer agrees and acknowledges that with regard to various claims from medical providers that participate in a preferred provider network (or the equivalent), in order for Employer and/or the Plan to attain a discount conditionally offered by such medical providers ("Discount"), such medical providers' charges for reimbursement must be paid within a certain time period or else Employer and/or the Plan forfeits the Discount. Employer agrees and acknowledges that Employer shall be responsible for funding payment of all discounted claims in accordance with the conditions established by the preferred provider network. If the Discount is lost, the claim must be paid in full at a non-discounted rate (collectively referred to hereinafter as the "Non-Discount Payment") and Employer agrees and acknowledges that such Non-Discount Payment shall be the responsibility of Employer. EMPLOYER SHALL INDEMNIFY AND HOLD CLAIMS ADMINISTRATOR AND ITS EMPLOYEES AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, LOSSES, LIABILITIES, COSTS, EXPENSES, FEES, DAMAGES, OR PENALTIES (INCLUDING REASONABLE ATTORNEYS' FEES AND ACCOUNTANT FEES), WHICH MAY BE INCURRED, DEMANDED, FILED, OR IMPOSED BY ANY PERSON OR PERSONS (INCLUDING ANY GOVERNMENTAL AUTHORITY, PREFERRED PROVIDER ORGANIZATION, MEDICAL SERVICE PROVIDER, EMPLOYEE OR VENDOR) RESULTING FROM OR IN CONNECTION WITH ANY SUCH CLAIM FOR NON-DISCOUNT PAYMENT.

The Claims Administrator has contracted with a company to provide an External Appeal process that complies with the External Appeal requirement added by 29 CFR Part 2590.715-2719 as part

of the Patient Protection and Affordable Care Act. The Employer agrees to pay the pass-through cost of $98 plus the hourly charge of the Independent Review Organization assigned to the case and per the regulation is bound by the decision.

1.3 Claims Processing and Negotiating Assistance. The Employer agrees that the Claims Administrator may, in its sole discretion, seek advice from any person or entity with respect to processing and negotiating claims presented under the Plan and any matter relating to benefits payable under the Plan. The costs incurred in obtaining such advice shall be payable by the Plan and reflected on the check register provided by GPA to the Employer.

1.4 Plan Documents. The Claims Administrator shall prepare for Employer's review, approval, and adoption a Plan Document/Summary Plan Description for Covered Persons in connection with coverage under the Plan. The Employer acknowledges that the Claims Administrator will prepare the Plan Document/Summary Plan Description for the convenience of the Employer based on the Employer's Plan design guidelines, and the Employer represents that it will review such document with its legal counsel and give its written approval of the document to the Claims Administrator prior to adoption and distribution to Covered Persons. The Employer agrees to distribute such document timely to eligible Plan participants.

If so elected, the Claims Administrator shall prepare for Employer's review, approval, and distribution a Summary of Benefits and Coverage (SBC) as required by the Patient Protection and Affordable Care Act at the cost indicated in Article VI. If the Employer makes changes to its Plan at a time other than the Plan's renewal date, the Employer will provide the Claims Administrator with a 90 day advanced notice of the Plan changes. The Employer acknowledges that the Claims Administrator will prepare the SBC(s) for the Employer based on good faith compliance with current guidance, and the Employer represents that it will review and approve the SBC(s) prior to distribution to required eligible Plan participants. The Employer agrees to distribute the SBC(s) in accordance with the applicable requirements.

1.5 Systems, Records and Information. The Claims Administrator shall develop, design and install administrative and record-keeping systems as reasonably necessary to process and administer claims under the Plan and shall maintain records of all transactions involving the Claims Administrator's claims processing duties hereunder with the Employer, Covered Persons, and insurance companies ("Insurers") insuring benefits under the Plan or reimbursing the Employer for amounts paid by the Employer under the Plan. The records described in the preceding sentence and all other papers, correspondence and records which shall come into the Claims Administrator's possession as a result of the services performed by the Claims Administrator under this Agreement shall be held as the property of the Employer, and shall, to the extent permitted by applicable law, be delivered to the Employer or successor claims administrator designated by the Employer on termination of this Agreement or on the prior request of the Employer, provided that the Claims Administrator may periodically destroy such documents and other material as it would destroy in the normal course of its business and consistent with applicable law. The Employer and other persons designated by the Employer in writing are entitled to reasonable access to these records during the term of the Agreement; provided, however, that the Employer represents and warrants

that it will access such records only to the extent permitted by applicable law and consistent with the provisions of Section 4.6 hereof. The Claims Administrator shall maintain strict confidentiality, in accordance with applicable law, with respect to information and documentation in its possession relating to Covered Persons. The Claims Administrator will use such information solely for the purpose of performing its duties under this Agreement and applicable laws, and will not disclose such information to anyone other than its officers, employees, delegates, parties with whom it communicates in the normal course of business, the Employer, a Covered Person or his or her legal representative, and pursuant to lawful order of a court or regulatory agency with appropriate jurisdiction or as otherwise permitted or required by law. Upon termination of this agreement and completion of any services applicable under Section 5.21, the Claims Administrator will return the records to the Employer. The Claims Administrator's responsibility to maintain records under this Agreement shall cease upon its delivery of the records to a successor claims administrator or recordkeeper for the Plan appointed by the Employer or its successor with written notice, if applicable, to any state board of insurance or other appropriate regulatory agency. Employer shall assist the Claims Administrator in delivery of records in accordance with this Section.

1.6 Utilization Review. The Claims Administrator shall provide utilization review services, including (i) provision of the notification process for inpatient admissions, (ii) medical and large case management for catastrophic illness or injury; (iii) disease management for asthma, diabetes, depression, coronary artery disease, congestive heart failure, and chronic obstructive pulmonary disease; (iv) maternity management; (v) comprehensive physician review of clinical records for denials or appealed notifications as necessary; (vii) and pharmaceutical physician peer review as necessary. Services are billed according to the rates in Article VI. The Employer agrees that if it fails to notify the Claims Administrator of a Coverage Loss Event, so that the Plan Participant will have a termination date that precedes the notification date, the charges incurred to date of the notification will still apply.

The Disease/Maternity Management Program will provide services for (i) identifying employees with disease or condition subject to management; (ii) identifying medical practices that research shows to be most effective; (iii) supporting adherence to those practices by providing treatment guidelines to medical providers, reviewing employees' compliance with the guidelines, and assisting physicians to monitor their patients who are employees; (iv) educating employees on self-management and adherence to treatment plans; and (v) collecting and analyzing the process and outcome measures. Employees eligibility in the program will be based upon current eligibility with the health plan, existence of a chronic condition that could be improved through education and lifestyle changes, benefit payment of $1000 and or disease stage code of 1,2, or 3, and existence of co-morbid conditions. Program contact information is provided in the correspondence sent to each program participant. The disease management program does not handle emergency situations. Participants have the responsibility to contact appropriate healthcare and emergency response professionals in the case of an emergency. Participants may decline participation or disenroll (opt out) from disease management programs by contacting the Claims Administrator disease management department by phone or in writing. Participants have the right to receive information regarding changes in or termination of disease management services. Participants have the right to decline participation, revoke consent, or terminate participation at any time in disease

management services. Participants who elect to enroll in the disease management program have the potential of receiving health benefits that could include (i) daily monitoring and improved outcomes in (e.g., blood glucose monitoring, peak flow readings, blood pressure) as prescribed; (ii) consistent use of prescribed medications; (iii) schedule and keep follow-up appointments; (iv) obtaining recommended screenings according to the disease-specific standards of care; (v) having a primary care provider that plans and coordinates care; (vi) knowing the goals and targets agreed to with the physician and knowing current status in order to make lifestyle modifications to meet those goals and targets; (vii) learning skills to maximize healthy habits, such as exercising, not smoking, and eating a healthy diet and (viii) improved quality of life and reduced healthcare expenses.

1.7 Underwriting Services. The Claims Administrator shall underwrite Employees and their dependents in accordance with the Plan, applicable laws and other industry and/or Insurer standards for accepting or rejecting coverage risks, provided that the Employer has provided such data and information as necessary and appropriate to enable the Claims Administrator to perform such actions.

1.8 Benefit Design and Costs. If requested by the Employer and agreed to by the Claims Administrator, the Claims Administrator shall provide the Employer with general advice regarding benefit design and the expected financial implications of Plan changes and assist the Employer with annual re-rating of the Plan and pricing projected Plan benefit alternatives.

1.9 Stop Loss Insurance. If requested by the Employer and agreed to by the Claims Administrator, the Claims Administrator shall assist the Employer with obtaining and receiving bids from Insurers for stop loss or excess insurance to reimburse the Employer for certain excess amounts paid by the Employer under the Plan; provided however, Claims Administrator shall not be liable for any damages to any person or entity resulting from (i) data submitted to Insurer (ii) the selection of the Insurer, (iii) services provided or not provided by the Insurer, (iv) information provided or not provided by the Insurer, (v) the terms of any policy provided by the Insurer, (vi) any adjudicated claim, in accordance with Employer's Summary Plan Document, that is deemed not covered by the Insurer, and (vii) the amount and types of coverage provided by the Insurer.

1.10 Coordination of Benefits. The Claims Administrator shall coordinate benefit payments with other plans, employers, Insurers and other persons and honor assignments of benefits to providers of services in accordance with the provisions of the Plan.

1.11 Reports. The Claims Administrator shall provide the Employer with (i) an itemized monthly statement for the Plan reflecting the amount of any premium or contribution specified by any Insurer providing coverage under, or with respect to, the Plan, (ii) worksheets describing benefit payments, (iii) a detailed monthly report of benefits paid, (iv) an annual summary of benefits paid and (v) an annual management report of the Plan operation during the preceding period and cost estimates of deposit guidelines for the Employer's bank Account described in Section 3.1 for the next year.

1.12 Payment of Claims and Expenses. Once the Employer approves the payment of benefits, the Claims Administrator or its representatives shall authorize the payment of benefits provided by the Plan and the payment of amounts due to other miscellaneous providers of services to the Plan from a designated bank Account established and maintained by the Employer solely from the Employer's general assets in accordance with the procedures described in Article III.

1.13 Employee Records. The Claims Administrator shall establish and maintain necessary records on Covered Persons based on information supplied by the Employer or by its Employees to assist the Claims Administrator with the administration of its duties under this Agreement. The disclosure to, and use of such information by, the Employer shall be consistent with the provisions of Section 4.6 hereof. During the time such records are in the Claims Administrator's custody, reasonable precautions will be taken to prevent disclosure or use of the information for a purpose unrelated to the administration of the Plan. However, the Claims Administrator will notify the Employer and make disclosure pursuant to a lawful order of a court or a regulatory agency with appropriate jurisdiction.

1.14 Plan Records. After all claims have been processed, Claims Administrator shall send all paper, electronic and other records to Employer for retention as specified in federal and state record retention laws. Employer agrees to promptly provide Claims Administrator assistance in sending records to the Employer. It shall be the responsibility of the Employer to ensure that records are retained as described in all applicable laws, and Claims Administrator shall have no liability for Employer's failure to retain records as required by law.

1.15 Claims Administration and Other Expenses. The Claims Administrator shall pay from its fee the necessary and ordinary expenses of claims administration for the Plan, except as otherwise specifically provided by this Agreement. However, the parties hereto specifically acknowledge and agree that the Claims Administrator will not pay from its fee or its own funds for benefit claims, insured coverages, or any miscellaneous charges for medical information, investment fees, consulting fees, bank fees, administrative or other taxes, accounting, auditing, actuarial and attorneys' fees or other legal expenses, unless the Claims Administrator is obligated to pay such fees under Section 5.3 of this Agreement.

1.16 Claims Against Stop Loss Insurance. During the term of this Agreement the Claims Administrator shall file with any stop loss Insurer issuing a contract of insurance to the Employer covering claims paid under the Plan each claim for which the Employer may be entitled to reimbursement by such stop loss Insurer. The Claims Administrator agrees to take all reasonable actions to provide appropriate information to a stop loss Insurer for purposes of reimbursement, but the Claims Administrator shall not be responsible in any manner for the stop loss Insurer's and/or captive's failure or refusal to reimburse the Employer for any claim.

1.17 PPO Services. Employer agrees to pay collectively for participating provider services as referenced in Article VI, which include, but are not limited to the following: (i) negotiating with, and supplying, providers at contained costs; (ii) coordinating and managing a network of preferred providers; and (iii) repricing, scanning and submitting electronic claims; and

(iv) designing and producing identification cards. Upon request, Claims Administrator will furnish Employer with directories of the hospital and physician participating providers under the network established for the Plan, and Employer agrees to reimburse Claims Administrator for the cost of printing such directories. Employer will furnish persons covered under the Plan with a means of identifying themselves as covered under the Plan for the provision of the health care services through a preferred provider network. Such methods of identification may include, but are not limited to: (i) identification cards, (ii) affixing the preferred provider logo to identification cards, or (iii) a preferred provider phone number identifier. In addition, Employer will use its best efforts to provide the most current eligibility information available on the day of inquiry for persons for whom Claims Administrator maintains eligibility information.

1.18 Cash Pay Arrangement During the term of this Agreement and subject to its terms and conditions, the Claims Administrator will, at Employer's option, assist the Employer, in creating, implementing, and operating a virtual card cash pay arrangement. The cash pay arrangement, offered by Claims Administrator through its Nurse Navigator program, will provide negotiation of a cash price, agreeable to Employer, for hospital claim services, with payment funded as a claim through a virtual credit card provided to the member for payment at the point of service. Claims Administrator will provide an itemization of each cash pay arrangement claim payment in the reports detailed in Section 1.11.

ARTICLE II
STANDARD OF CARE

2.1 Plan Subject to ERISA. In the event that the Plan is subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), the Claims Administrator shall perform its responsibilities under this Agreement in accordance with the standards of Section 404(a)(1)(B) of ERISA.

2.2 Plan not Subject to ERISA. In the event that the Plan is not subject to ERISA, the Claims Administrator shall perform its responsibilities under this Agreement with reasonable care and diligence and in good faith.

2.3 Application of Indemnification Provisions. Notwithstanding the provisions of Section 2.1 hereof, the ultimate liability of the Claims Administrator and the Employer, shall be determined by application of the provisions of Sections 5.4, 5.5 and 5.6.

ARTICLE III
BANKING ARRANGEMENTS

3.1 Establishment of Designated Banking Account. The Employer shall establish and maintain a bank account (the "Account") during the term of this Agreement and during any period for which the Claims Administrator has agreed to review and process claims under the Plan from which payments under the Plan and this Agreement will be made. The Employer will provide the

ACH information for the bank at which the Account is established that the Claims Administrator or its designee is authorized to withdraw funds on behalf of the Employer for purposes of payment of Plan benefits and the payment of expenses and fees related to such benefits and the administration of the Plan as contemplated by this Agreement. It is the Employer's sole responsibility to maintain at all times sufficient funds in the Account to cover all checks properly issued or authorized by the Claims Administrator. The Claims Administrator will notify the Employer from time to time of the funds necessary to fund current Plan benefit payments, fees and expenses. In the event that sufficient funds are not available in the Account to pay all Plan benefits and Plan-related expenses when due, then the Claims Administrator shall cease to process claims (including claims under Section 5.21, if applicable) under this Agreement and the Claims Administrator may terminate the Agreement pursuant to the provisions of Section 5.15.

3.2 Nature of Funds; No Trustee Relationship. The Account established pursuant to Section 3.1 will be funded solely from the general assets of the Employer, and the Employer represents that such Account will not be funded with any employee contributions unless such contributions represent pre-tax employee elections pursuant to Section 125 of the Internal Revenue Code of 1986, as amended. The Employer represents further that no portion of the funds used to pay benefits from the Account are required under ERISA or other applicable law to be held in trust or treated as "Plan assets" and acknowledges and understands that in performing its obligations under this Agreement, the Claims Administrator is not under any circumstances agreeing to serve as a trustee with respect to any funds related to the Plan or benefits payable thereunder.

3.3 Payments in Error. In the event the Claims Administrator pays any person less than the amount to which he or she is entitled under the Plan, the Claims Administrator will promptly adjust the underpayment by drawing the additional funds from the Employer's Account. In the event the Claims Administrator overpays any person entitled to benefits under the Plan, or pays benefits to any person not entitled to such benefits, the Claims Administrator shall take all reasonable steps to recover the overpayment; however, the Claims Administrator shall not be required to initiate court proceedings to recover an overpayment. The Claims Administrator shall promptly notify the Employer if it is unsuccessful in recovering any overpayment. The Claims Administrator shall be liable for overpayments from the Account only to the extent provided in Section 5.4.

ARTICLE IV
EMPLOYER'S RESPONSIBILITIES

4.1 Information Provided to Claims Administrator. The Employer shall certify to the Claims Administrator eligibility of individuals for coverage under the Plan and will promptly advise the Claims Administrator of the cessation of a Plan participant's employment or other event which would result in a loss of coverage under the Plan (such termination of employment and other loss of coverage event shall be referred to herein as a "Coverage Loss Event") and entitle a Covered Person to continuation coverage under Section 601 of ERISA or other applicable law. The Employer agrees that if it fails to notify the Claims Administrator of a Coverage Loss Event, and it

would like to recover expenses and fees paid by the Employer for such Plan participant following the Coverage Loss Event, then the Employer shall request in writing that the Claims Administrator refund such amounts paid, under this Agreement in error, for such Plan participant as soon as possible following the Claims Loss Event; provided however, that the Claims Administrator shall only refund an amount representing the Employer's payments, under the Plan, for expenses and fees for such participant in an amount equal to the lesser of (i) such amounts paid by the Employer for such Plan participant during a maximum of up to a three (3) month period following the Coverage Loss Event, or (ii) the refund amount permitted by the applicable Insurer. The Employer shall provide the Claims Administrator with such other reports, records, data and information as necessary for the Claims Administrator to perform its responsibilities under this Agreement. The Employer agrees that the Claims Administrator shall have no liability whatsoever, including no liability under Section 5.4, and shall not be responsible for delay in the performance of its duties under this Agreement or for non-performance hereunder, if such delay or non-performance is caused or contributed to in whole or in part by the failure of the Employer to promptly furnish any required or necessary information to the Claims Administrator.

4.2 Assistance with Administration. The Employer shall assist the Claims Administrator in the enrollment of Covered Persons and cooperate with the Claims Administrator as requested with regard to claims and other activities related to the administration of the Plan. The Employer also will maintain a supply of claim forms, enrollment cards and all other documents provided by the Claims Administrator with respect to the operation of the Plan, and will distribute and/or make such documents available to Covered Persons as required or requested.

4.3 Payment of Claims Administrator's Fees and Expenses. The Employer shall pay to Claims Administrator as compensation in full for services rendered, fees as specified herein. Such fees shall be paid monthly from the Account established by the Employer pursuant to Article III, unless the Employer advises the Claims Administrator that such fees will be paid directly by the Employer rather than from the Account. These monthly fees are due on the 1st of the month and will be considered late if not received by the last day of the month for which the fees were due. All other costs and expenses of the Claims Administrator for services or products beyond the scope of the provisions contained herein will be determined in accordance with the Claims Administrator's established time allocation and hourly charge procedures, and those of other persons or entities from whom hourly services are purchased.

4.4 Payment of Plan Expenses Levied or Assessed by Governmental Authorities. The Employer shall pay any and all taxes, fees for licenses and registrations, state premiums and fees levied, charged or assessed by any local, state or federal authority in connection with the operation of the Plan.

4.5 Plan Documentation. The Employer shall provide the Claims Administrator with copies of the Plan, its related summary plan description, any and all amendments thereto and any communications to Covered Persons regarding the Plan. A notice of any amendment to the Plan shall be provided to the Claims Administrator at least thirty (30) days prior to the effective date of such amendment. The Employer shall obtain appropriate legal review of any Plan document,

summary plan description or amendment thereto provided to the Employer by the Claims Administrator at the Employer's request.

4.6 Confidentiality and Use of Plan Information. The Employer acknowledges that in receiving any information under the terms of this Agreement from the Claims Administrator or otherwise relating to claims for benefits under the Plan, the Employer acts as the Plan sponsor and as the "Plan Administrator" as defined in ERISA, and the Employer agrees that any such information will be used by the Employer for the purpose of satisfying its fiduciary responsibilities with respect to the administration of the Plan and will be maintained and disseminated in accordance with fiduciary standards and other applicable law and regulations, including the Health Insurance Portability and Accountability Act ("HIPAA") and any other laws or regulations relating to the confidentiality or privacy of such information.

4.7 Compliance Documents and Procedures. The Employer agrees (i) to establish and maintain such agreements and other documents and procedures to comply with applicable law and regulations relating to the establishment and operation of the Plan, including but not limited to, claims and related appeals procedures and HIPAA compliance documents, and (ii) to appoint and maintain a "privacy and security officer" for purposes of HIPAA compliance.

ARTICLE V
GENERAL TERMS AND CONDITIONS

5.1 Agency Relationship. The Claims Administrator, in performing its obligations under this Agreement, is acting solely as agent of the Employer and the rights and responsibilities of the parties shall be determined in accordance with the law of agency, except as otherwise specifically provided herein or in applicable law.

5.2 Funding of Benefits; Obligations of Claims Administrator. Benefits payable under the Plan shall be paid solely from the Employer's general assets out of the Account described in Article III or from insurance contracts that may be issued from time to time to pay benefits under the Plan. By agreeing to perform services under this Agreement, the Claims Administrator does not insure or underwrite any liability of the Employer under the Plan. The Claims Administrator shall not be required to use its funds for the payment of benefits under the Plan. In addition, the Claims Administrator shall have no obligation or duty to defend against any action or proceeding brought to recover a claim for Plan benefits.

5.3 Bonding and Additional Coverage. The Claims Administrator represents to the Employer that as of the Effective Date of this Agreement it maintains fidelity bond coverage in an amount not less than $500,000 and errors and omissions coverage in an amount not less than $1,000,000 and that it will take all reasonable action to maintain such coverages during the term of this Agreement. The Claims Administrator agrees to notify the Employer as soon as administratively practicable following the loss or termination of, or reduction to, such minimum

coverage amounts. The provisions of, and the rights and obligations under this section 5.3 shall survive the termination of this Agreement.

5.4 Indemnification by the Claims Administrator. The Claims Administrator will defend, indemnify, and hold the Employer and the Employer's employees, officers and directors harmless against any and all claims, demands, losses, costs, liabilities and damages, including reasonable attorneys' fees, that the Employer or other party indemnified under this section incurs as a result of the Claims Administrator's adjudged gross negligence or willful misconduct in the performance of its duties under this Agreement. This indemnification does not apply to benefits payable under the Plan.

5.5 Indemnification by the Employer. SUBJECT TO THE LIMIT ON EMPLOYER'S LIABILITY UNDER THE COLORADO GOVERNMENTAL IMMUNITY ACT THE EMPLOYER WILL DEFEND, INDEMNIFY, AND HOLD THE CLAIMS ADMINISTRATOR AND THE CLAIMS ADMINISTRATOR'S EMPLOYEES, OFFICERS AND DIRECTORS (THE CLAIMS ADMINISTRATOR AND THE CLAIMS ADMINISTRATOR'S EMPLOYEES, OFFICERS AND DIRECTORS ARE EACH REFERRED TO AS AN "INDEMNIFIED PARTY") HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, COSTS, LIABILITIES AND DAMAGES, INCLUDING REASONABLE ATTORNEYS' FEES, THAT AN INDEMNIFIED PARTY INCURS AS A RESULT OF (I) THE EMPLOYER'S NEGLIGENCE OR WILLFUL MISCONDUCT, (II) THE ACTIONS OR INACTIONS OF AN INDEMNIFIED PARTY IN ACCORDANCE WITH INSTRUCTIONS OR DIRECTIONS BY THE PLAN, THE EMPLOYER OR THEIR AGENTS, OR (III) THE ACTIONS OR INACTIONS OF AN INDEMNIFIED PARTY PERFORMING THE CLAIMS ADMINISTRATOR'S RESPONSIBILITIES IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT. IN ADDITION TO THE FOREGOING INDEMNIFICATION PROVISIONS, THE EMPLOYER WILL DEFEND, INDEMNIFY AND HOLD AN INDEMNIFIED PARTY HARMLESS AGAINST ANY AND ALL CLAIMS FOR BENEFITS UNDER THE PLAN AND FOR REASONABLE ATTORNEYS' FEES INCURRED BY THE INDEMNIFIED PARTY IN DEFENDING ITSELF AGAINST THE CLAIMS MADE FOR PLAN BENEFITS AGAINST THE INDEMNIFIED PARTY. THE AMOUNT OF EMPLOYER'S INDEMNIDICATION UNDER THIS SECTION SHALL BE SUBJECT TO THE TERMS OF THE COLORADO GOVERNMENAL IMMUNITY.

5.6 Limitation on Indemnification Obligations. Notwithstanding anything to the contrary contained in Sections 5.4, 5.5 and 5.7 of this Agreement, (i) the total amount of the Claims Administrator's indemnification obligations under Sections 5.4 and 5.7 of this Agreement arising with respect to the acts or omissions of the Claims Administrator occurring during any fiscal year of the Plan (the "Plan Year") shall in no event exceed the participant administration fee paid or payable to the Claims Administrator during for such Plan Year (the "Annual Administration Fee") determined based on the amounts set forth in Sections 6.1(a)(1)(A) and (B) of this Agreement (the "Claims Administrator's Maximum Annual Indemnification Amount") and (ii) the Employer's indemnification obligations under Sections 5.5 and 5.7 of this Agreement relating to a Plan Year shall be reduced by an amount determined by a court of competent jurisdiction to be caused by an

Indemnified Party's negligence during such Plan Year, up to the Annual Administration Fee (the "Annual Reduction Amount"). The Employer and the Claims Administrator acknowledge and agree that it is the intent of the parties to this Agreement that the sum of the Claims Administrator's Maximum Indemnification Amount and the Annual Reduction Amount for a Plan Year shall not exceed the Annual Administration Fee for such Plan Year.

5.7 Performance by Affiliates and Third Parties. All or any part of the services to be performed by the Claims Administrator under this Agreement may, at its discretion, be performed directly by it or by a subsidiary or affiliate of the Claims Administrator or, with the prior approval of the Employer, pursuant to a contract with any other organization. Any such approval by the Employer will not be unreasonably withheld.

5.8 Advisors, Consultants and Legal Counsel. The Claims Administrator may seek the service of outside advisors and consultants with respect to the performance of its duties under this Agreement. The Claims Administrator shall consult with the Employer and/or legal counsel designated by the Employer as soon as reasonably possible after it determines that a legal matter or special claim or benefit matter requires such consultation. The reasonable costs of such services or consultation shall be paid by the Employer. In addition, except as provided in Section 5.6, the defense of any legal action involving the Claims Administrator's responsibilities under this Agreement or relating to a claim for benefits under the Plan shall not be the obligation of the Claims Administrator.

5.9 Notices. The Claims Administrator shall be entitled to rely upon any communication believed by it to be genuine and to have been signed or presented by the Employer or a proper party or parties. Notices and communications under this Agreement must be given in writing and may be given by one party to the other by first class mail, express mail, courier or other delivery service, or facsimile or other electronic transmission.

Notices to the Claims Administrator shall be sent to the following address, or such other address as the Claims Administrator may provide to the Employer in writing from time to time:

Group & Pension Administrators, Inc.
Attn: Kathy Enochs
Park Central 8
12770 Merit Dr. 2nd Floor
Dallas, TX 75251

Notices to the Employer shall be sent to the following address, or such other address as the Employer may provide to the Claims Administrator in writing from time to time:

Gunnison County, Colorado

Attn: Cheryl Seling

200. E. Virginia Ave.

Gunnison, CO 81230

5.10 Term of Agreement; Termination. The initial term of this Agreement shall be a period of twelve (12) months commencing on the Effective Date, and thereafter, this Agreement shall renew automatically for successive terms of twelve (12) months, unless otherwise terminated pursuant to Sections 5.14 and 5.15, and subject to the Claims Administrator's right to modify its fees as provided in Section 5.22.

5.11 Applicable Law. This Agreement shall be construed and enforced according to the laws of the State of Texas to the extent not preempted, if applicable, by ERISA or other federal law.

5.12 Entire Agreement; Amendments. This Agreement and any Addenda hereto constitute the entire and final agreement between the parties hereto. This Agreement and/or any Addenda hereto may be amended or modified at any time and in any respect, but only by a written agreement adopted and executed by the Claims Administrator and the Employer, except that the Claims Administrator may modify its fees pursuant to Section 5.22 by written notice to the Employer.

5.13 Termination Resulting From Changes in Applicable Law. If any state or other jurisdiction enacts a law which prohibits the continuance of this Agreement (or prohibits the activities of the parties under this Agreement) or the existing law is interpreted to so prohibit the continuance of this Agreement (or the activities of the parties under this Agreement), this Agreement shall terminate automatically as to such jurisdiction on the effective date of such law or interpretation.

5.14 Termination of Agreement. The Employer or the Claims Administrator may terminate the Agreement at any time with at least sixty (60) days prior written notice to the other party. The Claims Administrator, at its option, may terminate the Agreement immediately following the failure of the Employer within ten (10) days of receipt of written notice by the Claims Administrator (i) to provide funds for the payment of benefit claims, administrative fees, or insurance premiums, or (ii) to pay the Claims Administrator's fees as set forth in Article VI hereof and in any Addenda hereto. In the event the Employer terminates the Agreement by giving sixty (60) days notice to the Claims Administrator or the Claims Administrator terminates the Agreement for failure of the Employer to adequately maintain the Account or otherwise pay benefits, expenses or the Claims Administrator's fees, the Employer shall pay the Claims Administrator's fees that otherwise would have been required for a period of sixty days following the date of notice by the Employer or the Claims Administrator, as the case might be, based on the number of Employees on the last regular monthly due date. This Agreement also may be terminated by the Employer due to the inability of the Employer to obtain stop-loss coverage on terms satisfactory to the Employer on

the renewal date of the stop-loss coverage. In such event, the sixty (60) day notice period will be waived and this Agreement will terminate on the date of termination of the stop-loss coverage.

5.15 Actions Following Termination. In the event of termination of this Agreement, the Claims Administrator shall (i) complete the processing of all requests for benefit payments under the Plan which are received by it (and are due and payable) prior to the date of termination of this Agreement, but it shall have no obligation to (A) complete the processing of any such requests upon its determination that the Employer has failed to provide funds for the payment of benefits, or (B) process requests for benefit payments or authorize drafts or checks received by it after the date of termination, except as provided in Section 5.21 below, and (ii) forward the claimant files to the appropriate party as prescribed by federal and state laws at the Employer's expense. In the event the Employer desires reports or other services after termination, other than the reports required under Section 1.11 such reports or services will be provided at the additional cost involved in producing the requested reports or services. The standard reports that are produced upon termination are the Accumulator file and the Eligibility file. The charge for these reports is $500. Any special reports other than the standard reports produced upon termination will be mutually negotiated and can vary depending upon the complexity and amount of computer programming involved.

5.16 Medical Information; Hospital Audits. The Employer shall pay fees required by any provider in order to obtain the medical information necessary for proper consideration of benefit claims. In addition, if hospital audits are indicated, the Employer will also pay the additional cost of an in-hospital audit. The determination of whether a hospital audit is indicated shall be made jointly by the Employer and the Claims Administrator.

5.17 Reporting and Disclosure Requirements. The Employer and the Claims Administrator acknowledge and agree that the reporting and disclosure requirements imposed by state and federal statutes with respect to the Plan are the responsibility of the Employer, and although the Claims Administrator will provide reasonable assistance to the Employer in meeting and fulfilling such reporting and disclosure requirements, the Claims Administrator shall not be responsible in any manner for satisfying such requirements. The Claims Administrator shall not be considered the "Plan Administrator" of the Plan as described in ERISA.

5.18 Plan Amendments. The Claims Administrator will assist the Employer in preparing Plan Amendments as needed for compliance with requirements of federal statutes or for design changes requested by the Employer. The Employer agrees that such Plan amendments will be reviewed and approved by the Employer's legal counsel prior to implementation of the amendments.

5.19 Summary of Benefits. Providing a Summary of Plan benefits will be the responsibility of the Claims Administrator. In this regard, the Claims Administrator shall rely on participation information provided by the Employer.

5.20 Benefit Processing Outside of Agreement Term. In the event the Employer desires claim services for benefits incurred prior to the date of termination of this Agreement, but not processed by such date ("post-contract payment"), or if the Employer desires claim services for benefits incurred prior to the Effective Date, but to be processed during the term of this Agreement ("pre-contract incurred"), a special claims charge (post-contract payment/pre-contract incurred) is specified in the compensation section of this Agreement. This service is available at the request of the Employer with the approval of the Claims Administrator and the special claims charge is due at the time service is rendered. A draft or check for the amount of the special claims charge will be drawn on the Account described in Article III.

5.21 Modification of Claims Administrator's Fees. The Claims Administrator may modify its fees, including any late fees or charges, as set forth in Article VI and in any Addenda to this Agreement (i) at the expiration of the first term of this Agreement, (ii) at any time thereafter with thirty (30) days prior notice to the Employer (but not more often than 2 times during any term of the Agreement), (iii) at any time in connection with any amendment to the Plan relating to benefits or administration of the Plan, (iv) at any time in connection with a change of 25 percent (25%) or more in the number of Covered Persons, or (v) in connection with any change in the law or regulation that significantly affects the responsibility or liability of the Claims Administrator under this Agreement.

ARTICLE VI
COMPENSATION

6.1 Basic Compensation. A Plan setup fee of $1,000 will be paid to the Claims Administrator upon execution of this Agreement.

The following monthly fees, in addition to any fees described in an Addenda to this Agreement, will be payable on the first day of each month, based on the Covered Person count on such date, and will be in effect beginning with the Effective Date and will continue during the term hereof until revised in writing by both parties to this Agreement:

(a) For the Claims Administrator:

(1)	**MONTHLY**	
(A)	Per Employee during the term of this Agreement	$33.30*
(B)	Per Employee during the term of this Agreement (Dental)	$3.50
(C)	Per Employee during the term of this Agreement (Vision)	$1.50
(D)	Monthly Minimum Fee	$3,968.00
(E)	PHCS PPO Service Fee	$4.75
(F)	Cost Containment Services	25% of savings
(G)	COBRA/HIPAA Administration Service Fee	$1.50
(H)	Percent of Transplant Program Premium	10%

* The month of January 2020 & February 2020 waived

The above fees are for the services outlined in Article I of this Agreement. The above medical/dental/vision administration fees are guaranteed for 2 years and will not increase by more than 10% in year three (3). The fees may be revised if the Employer requires additional services not listed in Article I or fails to provide services agreed upon inArticle IV.

(2) UTILIZATION REVIEW SERVICES

Notification: Per Employee Per Month during the term of this Agreement	Included in (a)(1)(A)
Care Management	$135 per hour
Physician Review	$300 per hour

(3) SPECIAL CLAIMS CHARGE (if applicable)

(A) Pre-contract incurred	
Set-up Fee per Plan Option	$500
Percent of paid claims	10%
(B) Post contract payment	
Percent of paid claims	10%
Monthly Minimum	$250

(4) MISCELLANEOUS CHARGES

(A) Restatement of Summary Plan Description for medical/dental/vision (if applicable)	$1,000
(B) Restatement of Summary Plan Description for dental only	$ 500
(C) Summary of Benefits and Coverage (SBC)	Included in (a)(1)(A)

(D) Translation of the Summary of Benefits and Coverage <u>will be billed on an actual cost basis to the Plan.</u>

(E) Enrollment Forms, Summary of Benefits, Amendments, and/or Employee Booklets re-issued due to changes requested by the Employer after the initial enrollment <u>will be billed on an actual cost basis to the Plan.</u>

(F) **Printing of Employee Booklets, and PPO Directories <u>will be billed on an actual cost basis to the Plan.</u>**

(G) Home Mailing of ID Cards by Claims Administrator — Included in (a)(1)(A)

(I) Renewal Expense; At Employer/Client's written request, Claims Administrator will provide assistance and services at renewal to include printing of materials, staff travel expenses for re-enrollment meetings, and other

	services mutually agreed upon by Employer/Client and Claims Administrator. Expenses for the services provided under this section shall be itemized and invoiced to Employer/Client	
(J)	Online Access programming set-up	Included in (a)(1)(A)
(K)	Programming charges for non-standard reports	$225/hour
(L)	Plan changes made after Plan Benefits are entered into GPA system	$125/hour Minimum $250
(M)	Additional Benefit Plan Options added after initial set-up completed	$500
(N)	Explanation of Benefits (EOB)/Check copies to Employer (upon request)	$0.09 per page
(5)	**MONTHLY LATE CHARGE** Owed each month for any premium payment received by the Claims Administrator after the last day of the month that the premium payment was due	$250

6.2 Claims Administrator's Disclosure. During the term of this Agreement, Claims Administrator will receive administrative compensation, under separate agreements with vendors, for services such as, but not limited to, eligibility formatting and maintenance, report distribution, client communication services, prior authorizations, renewal projections, technological support, claims coordination and support, electronic connections and vendor support. The compensation from other vendors is a portion of the negotiated rates and is based upon the volume of business that the Claims Administrator has with the vendor and is never based upon the profitability of the Claims Administrator or the Claims Administrator's block of business. Such compensation will not change the fees due from the Employer under this Agreement and reflected in Article 6.1.

6.3 Reasonable Compensation. Employer agrees to pay GPA collectively for all services and fees referenced in Article VI of this Agreement (the "Fees"). Employer represents to GPA that Employer, as sponsor of the Plan covered by the Agreement and as a fiduciary of such Plan, has determined that the services referenced in Article VI are beneficial to the Plan, and in the best interests of its participants. Employer represents to GPA that Employer has determined that the Fees (a) are consistent with the terms of the Plan; (b) represent reasonable compensation; and (c) will not be paid from the assets of the Plan.

6.4 Agent of Record Compensation. Claims Administrator shall collect Agent of Record fees designated in Sec. 6.1 (b) and transmit those fees on behalf of Employer to the Agent of Record. In the event Claims Administrator receives a written request from Employer directing replacement of the Agent of Record designated in Sec. 6.1 (b), Claims Administrator shall serve written notice of this request, and all compensation to Agent of Record from

Employer shall immediately cease unless Agent of Record obtains from Employer and deliver to Claims Administrator a written recession of Employer's original request for replacement of Agent of Record, provided the termination of Agent of Record's right to compensation shall not affect Agent of Record's right to compensation during the first year of this Claims Administration Agreement. Employer agrees that Agent of Record shall be paid the Agent of Record the compensation set out in Sec. 6.1 (b) during the first year of this Claims Administration Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the date first above written, effective as set forth herein.

Gunnison County, Colorado Board of County Commissioners
By: _____
Printed Name: _____
Title: _____
Date: _____

Group & Pension Administrators, Inc.
By: _____
Printed Name: _Kathy Enochs_____
Title: _Chief Executive Officer_____
Date: _____

ADDENDUM #1
to the Claims Administration Agreement
between GUNNISON COUNTY, COLORADO (Client)
and GROUP & PENSION ADMINISTRATORS, INC. (TPA)

Whereas **Gunnison County, Colorado** is a client of TPA and desires to use the Internet Enrollment program in order that the Client:

- Add new eligible entrants to the Plan through the Internet;
- Make changes and maintain eligibility of Participants in accordance with the provisions of the Plan; and
- Terminate Plan Participants through the Internet, the Client by signing this Agreement agrees to the following terms and conditions:

1. Client assumes responsibility for the accuracy of any information supplied to the TPA through the Internet Enrollment program and agrees to hold the TPA harmless for any action taken by the TPA in reliance upon the correctness of such information.

2. Client will retain supporting documentation for eligibility supplied to TPA through the Internet Enrollment program. Such documents will be maintained for the period required by law. The documents will be available for audit by the TPA, stop loss carriers, other providers, federal or state regulations and other parties with a legitimate need for access to the documents.

3. The Client will make a reasonable effort to maintain the confidentiality of any medical information which the Client obtains as a result of this agreement.

ADDENDUM #2
To the Claims Administration Agreement
Between GUNNISON COUNTY, COLORADO (Client)
and GROUP & PENSION ADMINISTRATORS, INC. (TPA)

WHEREAS, the Client and its affiliates provide medical benefits to their employees pursuant to a written welfare benefit plan and desires to include GPA Nurse Navigator℠ as part of that plan;

WHEREAS, Claims Administrator desires to perform services on behalf of the Client as set forth herein.

NOW, THEREFORE, in consideration of the payments to Claims Administrator as provided in this Addendum, the parties agree as follows:

1. Services
   During the term of this Addendum and subject to the terms and conditions hereof, the Claims Administrator will assist the Client by providing HealthWatch services elected by the Client ("Services") as listed herein:

   The GPA Nurse Navigator℠ will provide for medical service requests:
   - Provider options with patient reviews and quality metrics (when available)
   - Cost estimates based upon claims data (if applicable)
   - Appointment coordination & medical record retrieval (if applicable)
   - Negotiation with out of network provider (if applicable)
   - Clinical education for medical conditions and/or treatments (if applicable)
   - Assistance with medical benefits & claims & (if applicable)
   - Medication coordination (if applicable)
   - Facilitate appropriate referral for continued medical management (if applicable)
   - Coordination of cash negotiations with Pre-Pay with Virtual Card (if applicable)

   Employee's eligibility in the program will be based upon current eligibility with the health plan.

   The GPA Nurse Navigator℠ program does not handle emergency situations. Participants have the responsibility to contact appropriate healthcare and emergency response professionals in the case of an emergency. This program is voluntary and confidential. Participants may decline participation or opt out from the GPA Nurse Navigator℠ program at any time by contacting the Claims Administrator HealthWatch department by phone or in writing. Participants have the right to decline participation, revoke consent, or terminate participation at any time. GPA Nurse Navigator℠ is offered at the Client's expense.

   Services of the GPA Nurse Navigator℠ program will be delivered to individuals by one or more of the following:
   - Telephonic, postal mail, email and/or fax

2. Service Election
   The Services provided shall be elected by completing Exhibit 1 attached to this Addendum. The Employer/Client and Claims Administrator may mutually agree to amend Exhibit 1.

3. Delivery of Services
   The Services to be delivered under this Addendum, except for administrative, shall be provided by professionals with advanced education or who are currently licensed, registered, or certified. The Claims Administrator in providing the Services shall not be engaged in the practice of medicine.

4. Effective Date
   This Addendum shall become effective on the date indicated on Exhibit 1 and shall continue thereafter until the earlier of the termination of the Agreement, the Employer/Client failure to make timely payment of fees for the Services, or either party providing 30 days prior written notice of termination of this Addendum to the other.

5. Fees
   Fees to be paid for the Services are listed on Exhibit 1 to this Addendum.

6. Reporting
   Claims Administrator shall provide Employer/Client standard reporting at no additional charge and custom reporting as noted in Exhibit 1.

GPA NURSE NAVIGATOR℠ EXHIBIT
EMPLOYEE HEALTH & WELFARE BENEFIT PLAN
CLAIMS ADMINISTRATION AGREEMENT

This Exhibit to the GPA Nurse Navigator℠ ADDENDUM to the Claims Administration Agreement between Employer/Client **Gunnison County, Colorado** and Claims Administrator shall serve as the Employer/Client's election of Services under the GPA Nurse Navigator℠ program Addendum as follows:

1. **Effective Date: __January 1, 2020**

2. **Fees payable for Services elected:**

Program Fees (select the option that applies):

☑ Included in 6.1 (a)(1)(A)

Additional Programs Added:

☑ Pre Pay with Virtual Card Program

Communication Materials

The following is included in the GPA Nurse Navigator℠ program fees:

☑ Limited electronic flyers and posters provided annually

Travel

☑ The Client is responsible for onsite meetings billed at cost.

Reports

The following is included in the GPA Nurse Navigator℠ program fees: Annual utilization report

☑ The Client is responsible for custom reports at $225/hour rate