

AMENDMENT TO AGREEMENT FOR PLAN SUPERVISOR

THIS AMENDMENT TO AGREEMENT FOR PLAN SUPERVISOR ("Amendment") between City of Broken Arrow ("Plan Sponsor") and CoreSource, Inc. ("Health Benefits") is effective January 1, 2020 (the "**Amendment Effective Date**"). Each of Plan Sponsor and Health Benefits are referred to in this Amendment as a "party" and collectively as the "parties".

WHEREAS, Plan Sponsor and Health Benefits desire to amend and modify that certain Agreement For Plan Supervisor effective as of January 1, 2016 among the parties, (the "**Agreement**") as set forth in this Amendment.

NOW THEREFORE, in consideration of the mutual promises and the provisions set forth in this Amendment, the parties agree as follows:

Section 1. Definitions. Capitalized terms not otherwise defined in this Amendment, or for which a definition is not specifically indicated, shall have the meanings ascribed to such terms in the Agreement.

Section 2. Amendments to the Agreement. The Agreement is amended and modified as set forth below:

a) As a result of a name change, all references to "CoreSource, Inc." shall be changed to "Trustmark Health Benefits, Inc." and all references to "Plan Supervisor" shall be changed to "Health Benefits".

b) Section 4.01 of the Agreement is hereby deleted in its entirety and replaced with the following:

"4.01 Funding of benefits is the responsibility of Plan Sponsor. Health Benefits will provide Plan Sponsor with periodic (generally weekly) check registers reflecting benefit payments to be funded. As part of Health Benefits' standard funding process, Health Benefits, through its electronic payment vendor, will initiate an ACH debit against the bank account established and maintained by Plan Sponsor for the purpose of funding benefits under the Plan. If the Plan Sponsor elects an alternative funding arrangement, Plan Sponsor shall transfer the appropriate funds to the account designated by Health Benefits upon receipt of the check register or bill. Health Benefits shall cause the release of such funds through its electronic payment vendor upon receipt of the funds or receipt of a check register for which the funding is designated. Health Benefits reserves the right to recover from Plan Sponsor any charges that relate to non-sufficient funds and/or overdraft charges due to shortage, late or no deposit of funds in the Bank Account."

c) New Sections 10.23, 10.24, and 10.25 of the Agreement are hereby inserted as follows:

"10.23 Force Majeure. Except for payment obligations, neither party will be responsible for delays resulting from causes beyond the reasonable control of such party, including without limitation, fire, explosion, flood, war, strike, or riot, provided that the nonperforming party uses commercially reasonable efforts to avoid or remove such causes of nonperformance and continues performance under this Agreement with reasonable promptness whenever such causes are removed.

10.24 Joint Preparation. The essential terms and conditions contained in this Agreement have been mutually negotiated between the parties hereto and will be construed as if prepared by all parties.

10.25 Electronic Signature and Transmission. Signature pages of this Agreement may be executed via a hand-written signature or electronic signature or mark and the signature pages may be delivered using pdf or similar file type transmitted via electronic mail, cloud-based server, e-signature technology or other similar electronic means. Each party agrees that its electronic signature will be enforceable as and to the full extent of a hand-written signature as an

original for enforcement/enforceability of this Agreement. Each party will not raise any defenses or invoke regulatory or statutory claim attempting to invalidate the enforceability of this Agreement if an electronic signature or mark is affixed."

- d) Exhibit A to the Agreement is hereby deleted in its entirety, and the new Exhibit A attached hereto is substituted in lieu thereof.

Section 3. Entire Agreement; Effect. This Amendment and the Agreement, as amended hereby, constitute the sole and entire agreement of the parties with respect to the subject matter hereof. Except as specifically set forth herein in this Amendment, all other terms and conditions as set forth in the Agreement, as amended, shall remain in full force and effect, and are not otherwise amended, altered, modified or revised.

Section 4. Counterparts; Facsimile Signatures. This Amendment may be executed in counterparts, each of which shall be effective only upon delivery and all of which shall be taken to be one and the same instrument with the same effect as if each of the parties hereto had signed the same signature page. Any signature hereon may be transmitted by means of facsimile machine, email or other electronic means, and any signature so transmitted shall be deemed a valid, original signature for all purposes.

Section 5. Incorporation. All terms of the Agreement, except those specifically amended hereby, are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have executed this Amendment by their respective duly authorized officers as of the date first set forth above.

CITY OF BROKEN ARROW

CoreSource, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A

INSTALLATION, ADMINISTRATIVE AND ADDITIONAL SERVICE FEES

Term: effective from January 1, 2020 through December 31, 2020

CITY OF BROKEN ARROW

1. The following information is being provided to the undersigned pursuant to Prohibited Transaction Class Exemption 84-24 issued by the U.S. Department of Labor in order to exempt the proposed transactions between the Plan, Plan Sponsor and Health Benefits, from any applicable prohibited transaction or provisions of ERISA. The following information is being provided to permit Plan Sponsor, as Plan Administrator to determine the compensation received by Health Benefits in the form of commissions, service fees and other similar payments is reasonable, that the services provided are necessary for the operation of the Plan and the provision of services by Health Benefits is in the best interest of the Plan.
2. The commission, installation, service fees, compensation arrangements and other similar payments to be provided under the Agreement are as set forth below. It is understood, however, that PPO Access Fees and other vendor fees, if applicable, are subject to the terms and conditions of the underlying agreement and may be subject to change at times other than the renewal date of this Agreement.

3. Pursuant to the Agreement, Plan Sponsor shall remit to Health Benefits the following administrative fees and other costs:

Description of Service for the City of Broken Arrow Employee Health Care Plan.

<u>Product/Service</u>	<u>Per employee per month</u>
•Medical Administration Fee	\$ 14.30

4. In addition to the basic administrative services listed above, Plan Sponsor has agreed that the following services are to be performed by Health Benefits pursuant to the terms and conditions set forth in the applicable Addendum, or other description of services:

☒ **Aetna Signature Administrators Network Arrangement (Health Benefits Contract) – per employee per month**

<u>Description of Fee</u>	<u>Total Fee</u>	<u>Fee to Vendor</u>
• Aetna (2.0) Signature Administrators Network Access Fee*	\$13.00	\$ 12.50
• Aetna IOE Transplant Program	Included in Network Access Fee	

First month of Aetna access fees are free

Plan Sponsor has indicated that it wishes Health Benefits to provide Plan Sponsor with access to the Aetna Signature Administrators® program ("ASA"). In order to access ASA services, Plan Sponsor understands and agrees that it shall be required to execute and abide by the terms of the Managed Care Services Agreement ("ASA Agreement"). Plan Sponsor's failure to comply with the terms of this Agreement and the ASA Agreement may result in termination of Plan Sponsor's access to ASA, in accordance with the terms of those contracts.

☒ **Include Sutter Health and its affiliates' facilities and providers (Sutter) in Aetna Signature Network. Plan Sponsor agrees to the following requirements:**

Sutter physicians determine whether services are medically necessary, non-experimental or non-investigational; therefore, no medical necessity, investigational or experimental exclusions or criteria shall be applied by Health Benefits to Sutter claims. The Plan Document shall be consistent with these requirements (Amended Plan Document). Plan Sponsor agrees to arbitrate any disputes with Sutter and Aetna. Plan Sponsor agrees to all other Sutter requirements as set forth in the Sutter and Aetna agreement as amended, which is available pursuant to an executed Aetna non-disclosure/confidentiality agreement. Plan Sponsor agrees to obtain written approval of its Amended Plan Document from its stop loss insurance carrier, and agrees that failure to obtain such written approval may result in the denial of stop loss insurance coverage for Sutter claims.

Network Providers are solely responsible for the provision of medical care to Participants and exclusively maintain the physician/hospital-patient relationship with Participants. Health Benefits is neither directly nor indirectly a provider of medical services, and Health Benefits does not certify or guarantee the care or quality of care rendered by any network provider.

Health Benefits does not warrant, certify or guarantee the performance of Aetna Life Insurance Company with respect to its obligations under the agreement it maintains with Health Benefits or the Managed Care Services Agreement with Plan Sponsor, and Health Benefits is not liable under this Agreement for any breach of or failure on the part of Aetna Life Insurance Company under the Managed Care Services Agreement with Plan Sponsor.

☒ CERiS Enhanced Bill Review Services (Health Benefits contract) - % of Savings*			
<u>Description of Fee</u>	Total Fee	Fee to Vendor	Fee to Health Benefits
CERiS Bill Review Services Fee (CorVel Corp) (Fee capped at \$25,000 per claims)	30% of Savings	19.75% of Savings*	10.25% of Savings

**Savings is defined as the network allowable amount less the recommended payment amount resulting from the Enhanced Bill Review (CERiS) services.*

☒ Claim Appeal Determination Addendum	No Additional Charge
--	----------------------

☒ COBRA Administration Services Addendum	Total Fee
<u>Description of Fee</u>	
- COBRA Administration Fee - Plan Sponsor shall provide initial COBRA notice	\$1.55 per employee per month

- ☒ **Custom Services**
1. Review Plan Sponsor's existing Plan Document, and provide a draft of a new Plan Document;
 2. Prepare Participant identification cards, as applicable, which identify how to make inquiries on eligibility and coverage;
 3. Send eligibility information electronically to other Plan vendors, as required, all in a format specified by Health Benefits.

☒ Edge Services Addendum	Total Fee	Fee to Vendor
<u>Description of Fee – % of Savings*</u>		
- Out of Network Claim Review - Complementary Network Discounts - Negotiated Discounts	30% 30%	7.25% 7.25%
<i>(*The "amount saved" is defined as the difference between those Provider charges which are eligible under the Plan and the negotiated payment.)</i>		
- Provider Billing Analysis and Fraud Review Services - Fraud Services - Waste & Abuse Services	Hourly Rate (based on review/service) 30%	22%
<i>(*Savings is defined as the difference between the billed charge and the negotiated contract rates.)</i>		

Note: Any of the above vendors may be used to provide services.

☒ Escheat Services	Total Fee
<u>Description of Fee</u>	
Escheat services for non-ERISA self-funded clients	No Charge

☒ Golden Triangle Dialysis Network	Total Fee	Fee to Vendor
<u>Description of Fee – % of Savings* (Out of Network Only)</u>		
Golden Triangle Access Fee	30%	15%
<i>*Savings is defined as the difference between the billed charge and negotiated contract rate.</i>		

Form 1099s, when applicable, for Healthcare Bluebook rewards. Health Benefits does not provide tax or legal advice.

☒ **Health Care Management Services**

Total Fee

Description of Fee

- Review (Aetna 2.0 American Health Holdings ("AHH"))
(Includes Utilization Review, Large Case Management) \$ 4.25 per employee per month
- Special Delivery \$0.75 per employee per month

☒ **Other Services and Expense Reimbursements**

Description of Fee

- Broker Fee (Medical) \$10.75 per employee per month
- CoreReport Fee (Deerwalk, Inc.) Included in Medical Administration Fee
- EDI Outbound Files Fee Included in Medical Administration Fee
- Identification Cards Actual Cost
- Implementation/Set-up Fee \$3500 one-time fee
- Medical Records Fees Actual Cost
- Other Miscellaneous Expenses Actual Cost
- Physician Reviews (medical/dental) Actual Cost
- Postage Costs Actual Cost
- Printing Costs Actual Cost
- Run-Out Claims Fee 125% of the current Medical Administration Fee per month for the first three months, payable in advance; \$25 per Explanation of Benefits thereafter
- SBC Fee \$150.00 per plan
- SPD/Plan Document \$150.00 per document

Health Benefits may assign or subcontract a portion of its duties to others, including an affiliate, Trustmark Insurance Company.

☒ **Performance Guarantees Addendum**

Refer to Addendum

- Claim Financial Accuracy Claim Administration applies to Medical claims and refund applies only to Medical Administration Fees
- Claim Turnaround Time Claim Administration applies to Medical claims and refund applies only to Medical Administration Fees
- Average Speed of Answer refund applies only to Medical Administration Fees.
- Call Abandonment Rate refund applies only to Medical Administration Fees.

The application of performance guarantees shall be for a term of not less than an annual period.

☒ **Prescription Drug Card Administration (Plan Sponsor contract - Navitus)**

Description of Fee

- PBM Integration Fee Included in Medical Administration Fee

Prescription Drug Service (Health Benefits has no contract with prescription drug vendor)

1. Provide the prescription drug vendor with a description of benefits as established in the Plan, and appropriate eligibility information that was furnished by Plan Sponsor.
2. Timely request funding from Plan Sponsor for prescription drug claims and administrative expenses of the Plan.
3. Coordinate receipt of electronic claim data with prescription drug benefit manager for reporting purposes.

☒ **Wellness Credit**

\$2000.00

- Wellness Credit is subject to the following:

1. Plan Sponsor providing Health Benefits an invoice detailing the expenses incurred for the Wellness Program
2. Health Benefits review and approval of such submitted expenses

5. STOP LOSS SERVICES

☒ **Stop Loss Services**

1. Assist Plan Sponsor or the Plan in securing and placing stop-loss for Plan Sponsor or the Plan. Plan Sponsor shall have final authority to decide whether to purchase stop-loss, the type, level of coverage, and particular insurer.
2. In the event Plan Sponsor purchases a stop-loss policy permitting "advanced funding" of reimbursement claims before (or simultaneously with) payment by the Plan of associated medical expenses, Plan Sponsor hereby acknowledges and agrees:
 - A. Health Benefits did not recommend that Plan Sponsor purchase such a stop-loss policy;
 - B. Health Benefits will not seek advance funding for any individual provider bill of less than \$5,000.
 - C. Plan Sponsor's funding obligations remain the same, notwithstanding the purchase of such a stop-loss policy;
 - D. Health Benefits shall be relieved of all claim processing duties it has under this Agreement or under ERISA to the extent those duties cannot be properly carried out during the pendency of an "advanced funding" stop-loss claim; and
3. Notwithstanding the foregoing, for any benefit claim received by Health Benefits during the last fourteen (14) days of any stop-loss year, Health Benefits may, but shall in no event be under any obligation to, discharge its duties under this section in such manner as may be required to cause the applicable reimbursement to Plan Sponsor or the Plan to occur as part of the same stop-loss year.
4. Provide tracking and claim filing services to the stop-loss carrier of Plan Sponsor or the Plan, if applicable.

6. Commissions/premiums on insurance policies are payable as set forth below.

Carrier: Partners Managing General	Premium	Commissions Payable To:	
		Health Benefits	Broker
Specific Stop Loss Employee	\$ 55.86	0%	0%
Specific Stop Loss Family	\$170.18	0%	0%
Aggregate Stop Loss	\$ 4.11	0%	0%
Other Insured Coverages	N/A		

ACKNOWLEDGMENT AND APPROVAL

The undersigned Plan Sponsor hereby certifies that he/she (1) is authorized to sign on behalf of the Plan Administrator and the Plan, (2) acknowledges receipt of the foregoing explanation of services and fees and has read and understands it, and (3) approves the purchase of such insurance (if applicable) and the payment to Health Benefits of such sales commissions, service fees and other compensation arrangements as listed. The addenda attached hereto are hereby incorporated into the Agreement.

PLAN SPONSOR & PLAN ADMINISTRATOR

Signature

Print Name

Title: _____

Date: _____

TRUSTMARK HEALTH BENEFITS, INC.

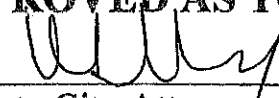
Signature

Print Name

Title: _____

Date: _____

APPROVED AS TO FORM:



Deputy City Attorney