

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement (this “**Agreement**”) is entered into by and between TML Multistate Intergovernmental Employee Benefits Pool d/b/a TX Health Benefits Pool (“**TX Health Benefits Pool**”) and the City of League City (“**Employer**”) for third party administrator and other Services (defined below), and is effective as the latest date of signature below (the “**Effective Date**”), except that the obligations of the Parties with respect to the Plans and Services shall commence on such date as set forth in the applicable Benefit Program Application (“**ASO BPA**”). TX Health Benefits Pool and Employer are referred to individually herein as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, TX Health Benefits Pool is a local government risk pool operating under the authority of the Texas Interlocal Cooperation Act and Chapter 172 of the Texas Local Government Code which established the Texas Political Subdivision Uniform Group Benefits Program;

WHEREAS, TX Health Benefits Pool has been organized to provide life, sick, accident, and other health benefits, as well as related services, and to perform operations in furtherance thereof, for the officials, employees and retirees of political subdivisions within the State of Texas and other eligible entities, where allowed by law, who elect to participate in the Pool, and their dependents;

WHEREAS, the Pool is comprised of those political subdivisions within the State of Texas and other eligible entities that, in part, execute an Interlocal Agreement for TX Health Benefits Pool members on a non-risk basis for administrative services only (“**ASO**” and such entities, together with such entities that may hereafter join TX Health Benefits Pool as members on a non-risk basis for ASO services, are referred to individually as an “**ASO Member Group**” and collectively the “**ASO Member Groups**”);

WHEREAS, TX Health Benefits Pool has selected service providers and negotiated pricing based on the size of its membership, and Employer seeks access to such service providers under the terms and conditions established in TX Health Benefits Pool’s agreement with each service provider;

WHEREAS, each ASO Member Group offers a health benefits plan (individually, an “**ASO Plan**” and collectively, the “**ASO Plans**”) to provide health coverage for its respective officials, employees, retirees, and their eligible dependents;

WHEREAS, Employer, as an ASO Member Group, has entered into an Interlocal Agreement (the “**ILA**”) with TX Health Benefits Pool for TX Health Benefits Pool’s services in connection with one or more Plans provided to Employer’s employees, officials, and retirees and their dependents (the “**Employer Plan(s)**” or “**Plan(s)**”);

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and accepted, the Parties agree as follows:

AGREEMENT

SECTION 1: TX HEALTH BENEFITS POOL’S DUTIES

1.1 Appointment. Employer hereby retains and appoints TX Health Benefits Pool to provide the Services set forth in this Agreement and all Attachments thereto (which are each incorporated by reference into and made part of this Agreement).

1.2 Standard of Performance. As of the Effective Date, TX Health Benefits Pool shall perform the Services for the Plan on a timely basis at a level consistent with care and diligence in accordance with its own standards for the administration of ASO Member Plans.

1.3 Plan Compliance. TX Health Benefits Pool shall have no responsibility for or liability with respect to the compliance or non-compliance of the Plan(s) with any applicable federal, state and local laws. Employer shall have the sole responsibility for and shall bear the entire cost of compliance with all federal, state and local laws imposed upon Employer, including, but not limited to, any licensing, filing, reporting, modification

requirements and disclosure requirements that may apply to the Plans, and all costs, expenses and fees relating thereto, including, but not limited to, local, state or federal taxes, penalties, surcharges or other fees or amounts regardless of whether payable directly by Employer or by or through TX Health Benefits Pool. Subject to the foregoing, the Parties may agree that TX Health Benefits Pool will assist Employer in complying with a federal, state, or local law. Such an agreement shall be memorialized by the Parties to add the agreed service and fee in Attachment 1 – Schedule of Services and/or Attachment 2 – Financial Terms, with Schedules.

1.4 Subcontracting. In performing the Services, TX Health Benefits Pool, at its sole discretion may contract with or delegate to other entities (“**Subcontractors**”) for performance of any of the Services.

1.5 Administrative and Other Services. TX Health Benefits Pool will perform the Services for each such Plan as described in Attachment 1 – Schedule of Services, and in accordance with its own standards for administration of self-funded plans unless authorized in writing by Employer to apply an exception to the applicable Plan. TX Health Benefits Pool will not process any claim which was incurred prior to the applicable Plan effective date as shown in the Services Schedule, unless authorized by Employer in writing prior to determination.

1.6 Enrollment and Eligibility Maintenance.

a. TX Health Benefits Pool will provide its standard online enrollment, eligibility, and billing platform (TX Health Benefits Pool Online) to support benefits that are accessed through TX Health Benefits Pool. If Employer wishes to customize the portal for its employees, such as adding ancillary benefits that are not accessed through TX Health Benefits Pool, TX Health Benefits Pool will work with Employer to identify technical requirements and custom programming charges that will apply. The parties will mutually agree in writing to any customization specifications and fees prior to commencement of work.

b. TX Health Benefits Pool will electronically exchange eligibility data for benefits managed by TX Health Benefits Pool. All data sent by Employer must be sent in TX Health Benefits Pool’s required format, as detailed in this Agreement and Attachments. TX Health Benefits Pool is not responsible for the accuracy of any data submitted by the Employer or the Employer’s representatives, employees, subcontractors, suppliers, brokers, or agents. At its sole discretion, TX Health Benefits Pool may refuse to load any data file which is not in conformance with the agreed-upon file specifications or which, in TX Health Benefits Pool’s opinion, contains substantial errors. Any custom programming fees that may apply in order to accommodate a data file from the Employer will be mutually agreed upon between the parties in writing prior to commencement of work. Employer eligibility data will be sent to vendors in the same file as all other TX Health Benefits Pool members in the format and frequency that has been agreed upon between TX Health Benefits Pool and its vendors.

c. TX Health Benefits Pool does not warrant or guarantee that TX Health Benefits Pool Online will be error free, or that any access to TX Health Benefits Pool Online will always be uninterrupted. Employer’s sole and exclusive remedy for breach by TX Health Benefits Pool of the foregoing warranty will be for Employer to re-perform the nonconforming whole or part of the TX Health Benefits Pool Online service. TX Health Benefits Pool will also provide a toll-free telephone number for Employees to complete their open enrollment by phone.

d. If requested by Employer, TX Health Benefits Pool will enter enrollment information submitted to TX Health Benefits Pool by Employer.

e. If requested by Employer, TX Health Benefits Pool will conduct random audits of dependent eligibility documentation as well as employees who have waived coverage to verify that they have a valid waiver reason.

1.7 Reporting. TX Health Benefits Pool will provide its standard enrollment, eligibility, and billing reports at no charge. Custom reporting may be subject to additional fees as mutually agreed upon in writing by the parties.

1.8 Legal Advice. TX Health Benefits Pool’s attorneys do not represent Employer, and will not provide legal review or advice regarding Employer’s Plan documents, amendments or modifications of Employer’s Plan benefits or design, applicable regulatory requirements, or other legal issue impacting Employer, unless otherwise agreed by the Parties in writing.

1.9 BCBSTX BPA Form, PBM. Employer acknowledges that by entering into this Agreement, Employer authorizes TX Health Benefits Pool to execute a BCBSTX Benefit Program Application (“**BPA**”) on Employer’s behalf for any applicable BCBSTX products and services provided to Employer. A sample of the BPA form, which is an internal administrative document of BCBSTX, is attached to this Agreement as Attachment 6. Furthermore, for any claims processed by BCBSTX involving prescription drugs related solely to ASO’s medical Plan, Employer acknowledges that BCBSTX may use its own PBM (the “**BCBSTX PBM**”). Employer acknowledges that BCBSTX’s responsibilities are intended to be limited to those of a contract claims administrator rendering advice to and administering claims. As such, BCBSTX is a service provider but not a fiduciary with respect to the Plan. BCBSTX may render advice with respect to claims and administer claims on behalf of TX Health Benefits Pool and Employer. BCBSTX has no other authority or responsibility with respect to the Plan except for the services as stated in the ASO ASA and/or ASO BPA.

1.10 Records Retention. TX Health Benefits Pool agrees that it shall retain copies of records in its possession related to the Services provided to the Employer under this Agreement as required by TX Health Benefits Pool’s Record Retention Policy (“Retention Period”).

SECTION 2: EMPLOYER’S DUTIES

2.1 Exclusivity. Commencing on the Services Effective Date, Employer agrees that it will not perform, or engage any other party to perform the Services with respect to Eligible Persons while this Agreement is in effect, without express written authorization from TX Health Benefits Pool.

2.2 Employer Authority. Notwithstanding anything to the contrary herein, as between TX Health Benefits Pool and Employer, Employer retains full and final authority for the Plan, and its operation, and retains liability for claims under the Plan, and determinations under such Plan. TX Health Benefits Pool performs the Services for Employer in connection with the Plan within the framework of TX Health Benefits Pool’s practices and procedures and only as expressly stated in this Agreement or as otherwise mutually agreed by the Parties in writing. The Parties acknowledge and agree that TX Health Benefits Pool and BCBSTX do not insure or underwrite the liability of the Plans and has no responsibility for designing the terms of the Plan or the benefits to be provided thereunder; *provided that* upon written request of Employer, TX Health Benefits Pool shall provide input and recommendations to Employer to improve or make more cost-effective changes to any Plan’s benefits or design. For avoidance of doubt, TX Health Benefits Pool does not have final authority to implement such recommendations. Employer may delegate in writing administrative decision-making authority to an employee or agent through a Producer Delegation of Authority Form, a sample of which is attached hereto as Attachment 10. TX Health Benefits Pool may also create secure access to a substantially similar form to Attachment 10 online or through a portal. TX Health Benefits Pool shall not be liable for acting in accordance with that delegation of authority, any decisions made pursuant to that delegated authority, or any consequences stemming therefrom. Employer agrees to notify TX Health Benefits Pool immediately to update or make changes to such delegated authority.

2.3 Fees and Compensation. In exchange for provision of the Services, Employer agrees to pay compensation to TX Health Benefits Pool in accordance with the financial requirements and other fees applicable to this Agreement as set forth in Attachment 2 – Financial Terms, with Schedules. In the event additional Services are requested or changes to the current Services are requested by Employer, the Parties will cooperate in good faith in the execution of any amendment to the Fee Schedule that may be necessary to effectuate such changes.

2.4 Employer Bank Account. By entering into this Agreement, Employer expressly authorizes TX Health Benefits Pool to draft its designated bank account 72 hours after providing notice of medical, dental, and prescription claim payments that have been made on behalf of Employer.

2.5 Information. Employer agrees to provide to TX Health Benefits Pool, in a timely fashion, all documents, amendments, data and/or information and assistance requested by TX Health Benefits Pool to properly administer the Plan, including during any post-termination runout term in accordance with this Agreement, if such a post-termination runout term is separately agreed by the Parties according to the terms of Paragraph 7.2 below. Employer shall notify BCBSTX through TX Health Benefits Pool of any requirements to extend coverage upon reaching limiting age in accordance with any applicable federal or state law. Employer is responsible for ensuring that the terms and conditions of the Plan do not prohibit the engagement of TX Health Benefits Pool as third-party administrator pursuant to the terms and conditions of this Agreement. The provisions of this Section with respect to the Plan shall be effective on the Plan Year effective date.

2.6 Verification of Eligibility. Employer shall determine eligibility for coverage pursuant to the Plan documents. Employer is responsible for making timely updates to eligibility by entering changes in TX Health Benefits Pool's online enrollment system, submitting paper enrollment forms, or another means that is mutually agreeable to the parties. TX Health Benefits Pool does not have final responsibility to determine Employer's employees, retirees, officials, and dependents eligibility ("**Eligible Persons**") or discretion to establish or construe terms and conditions of the Plan(s). Employer remains responsible for any benefits paid for a Eligible Person after their loss of eligibility until Employer has notified TX Health Benefits Pool of such Eligible Person's loss of eligibility. Notwithstanding the foregoing, effective on the Plan Year effective date for the Plan:

- a. TX Health Benefits Pool shall at its cost endeavor to recover benefits payments made for Eligible Persons who have been retroactively terminated as permitted in provider agreements or in applicable law.
- b. Any administrative or clerical errors with respect to eligibility will be corrected according to TX Health Benefits Pool's reasonable administrative practices. TX Health Benefits Pool will not be responsible for liability for clerical errors of TX Health Benefits Pool, its employees, or agents, except when gross negligence or intentional misconduct by TX Health Benefits Pool caused the error.
- c. TX Health Benefits Pool is not required to reimburse Employer for payments made by an Eligible Person's or provider's potentially fraudulent or abusive activity.
- d. Employer is responsible for maintaining enrollment documentation and allowing TX Health Benefits Pool reasonable access to this information as needed for administrative purposes.

2.7 Enrollment and Eligibility Maintenance.

- a. Employer will have access to TX Health Benefits Pool Online to submit enrollment and eligibility data, including: access to monthly fee invoices and standard eligibility reports, access to update and maintain Employee eligibility and enrollment information such as new hires, terminations, change in salary, and other demographic information, and access to enter enrollment changes for Employee qualifying life events and open enrollment changes.
- b. Employer is responsible for entering enrollment and eligibility information in a timely manner. Employer is responsible for the completeness and accuracy of the data entered into TX Health Benefits Pool Online by the Employer and its Employees. TX Health Benefits Pool Online includes edits and other systematic controls to prevent missing or incorrect information, however, TX Health Benefits Pool is not responsible for verifying the accuracy of data provided by the Employer or Employee.
- c. Employer's Employees will also have access to an Employee Portal with access to plan information, enrollment/elections, dependent information, and links to helpful websites. If enabled by Employer, the Employee Portal will include self-service options including open enrollment, new hire benefit elections, and qualifying life event enrollment changes.

2.8 Benefit Appeals. Benefit Appeals shall be handled according to the relevant language and requirements of the Plan. Employer authorizes TX Health Benefits Pool to administer benefit appeals and delegates authority to TX Health Benefits Pool as necessary to approve or deny clinical appeals related to medical necessity or appropriateness. Employer shall retain authority to approve or deny other types of appeals as permitted by state and federal law, including but not limited to appeals related to reasonable and customary payments, benefit plan exceptions, and eligibility overrides. Employer shall act on all such benefit appeals in accordance with the provisions outlined by the Plan.

2.9 Notices to Eligible Persons. Unless otherwise stated in this Agreement, Employer is responsible for all communications to Eligible Persons, including as to the terms of the Plan. In addition, if this Agreement is terminated, Employer agrees to notify all Eligible Persons.

2.10 Employer Employee Tax Forms. Employer shall assume responsibility for providing each employee the proper reporting information required for an employee's federal income tax return, including but not limited to any W-2, 1099, and/or 1094/1095 forms, and shall be responsible for any Employer tax filings.

2.11 Other Duties. Employer is responsible for other duties outlined in this Agreement and its

Attachments, even if they are not included in this Section 2.

SECTION 3: CONFIDENTIAL AND PROTECTED INFORMATION

3.1 Use and Disclosure of Protected Health Information. The Parties have entered into a HIPAA Business Associate Agreement (“BAA”) attached as Attachment 8. The Parties agree that they will execute a BAA with any Business Associate with which they plan to share PHI of Employer’s Covered Persons. “HIPAA” means the Health Insurance Portability and Accountability Act and its implementing regulations (45 C.F.R. Parts 160-164) and the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and its implementing regulations, each as amended, and their respective implementing regulations, as issued and amended by the Secretary of Health and Human Services (all the foregoing, collectively “HIPAA”).

3.2 Use and Disclosure of Confidential Information. “Confidential Information” (“CI”) means, but is not limited to, intellectual property, trade secrets, inventions, applications, tools, methodologies, software, operating manuals, technology, technical documentation, techniques, product or services specifications or strategies, operational plans and methods, automated claims processing systems, payment systems, membership systems, privacy and security measures, cost or pricing information (including but not limited to provider discounts and rates), business plans and strategies, company financial planning and financial data, prospect and customer lists, contracts, vendor and supplier lists and information, symbols, trademarks, service marks, designs, copyrights, know-how, data, databases, processes, plans, procedures, and any other information developed or acquired by a Party including (in the case of TX Health Benefits Pool) information acquired from other Pool or ASO Member Groups that reasonably should be understood to be confidential, whether or not developed by a Party with or without assistance from an Artificial Intelligence program or acquired before or after the Effective Date of this Agreement. CI also includes modifications, enhancements, derivatives, and improvements of the CI described in the preceding sentence. **The Parties agree that this Agreement and the BCBSTX Agreement are also considered CI.**

- a. The CI of a contracted vendor of a Party shall be considered to be equivalent to the CI of a Party. The Parties agree to treat the CI of a contracted vendor of a Party with the same care as the Party’s own CI.
 - i. The previous sentence expressly includes, but is not limited to, CI of BCBSTX. Employer acknowledges that TX Health Benefits Pool has entered into a third-party administrator agreement with BCBSTX, including all attachments thereto, relating to benefits and other services provided under this Agreement (the “BCBSTX Agreement”). As a condition to this Agreement, Employer agrees that it is not a party to and cannot alter or change the terms of the BCBSTX Agreement. Employer and its authorized representatives will at all times maintain the confidentiality of the contents of the BCBSTX Agreement, and will not further disclose the contents of said BCBSTX Agreement without the prior written consent of BCBSTX. A copy of such BCBSTX Agreement shall be provided by TX Health Benefits Pool to Employer upon request in accordance the requirements of this Agreement and the BCBSTX Agreement.
- b. In no event shall any Confidential Information or CI of the Parties include information that:
 - i. is public knowledge other than as a result of a breach of this Agreement by Employer;
 - ii. is independently developed by Employer not in violation of this Agreement;
 - iii. is made available to Employer by a person or any entity whatsoever other than TX Health Benefits Pool, provided the source of such information is not subject to any confidentiality obligations with respect to it; or
 - iv. is required to be disclosed pursuant to law, but only to the extent of such required disclosures and after notice to TX Health Benefits Pool sufficient to allow TX Health Benefits Pool to object.
- c. A Party shall not use or disclose the other Party’s CI to any third party without prior written consent of the other Party. In the event a Party shares it’s CI with the other Party, the receiving Party agrees to treat the information as confidential and agrees to use and require its employees and agents to use an appropriate degree of care (which, in any case, will not be less than the degree of care it uses with respect to its own confidential information of similar nature) to prevent disclosure of the information.

- d. The Parties acknowledge that as public entities they are subject to disclosure laws including but not limited to the Texas Public Information Act. Each Party agrees to provide written notice to the other Party if it believes it is required by law to disclose CI to any entity or Person, including but not limited to any Eligible Person, any Eligible Person's authorized representative, or any governmental entity, so that the other Party and/or its contracted vendors have the opportunity to object and ensure appropriate confidentiality protections are in place.

3.3 Electronic Exchange of Information. So that Employer and TX Health Benefits Pool may securely and efficiently exchange data and information electronically, Employer agrees to transfer on a timely basis all required data to TX Health Benefits Pool via secure electronic transmission in a format mutually agreed on by the Parties. During the Term of this Agreement and any post-termination runout period if such a runout period is separately agreed by the Parties pursuant to Paragraph 7.2 below, TX Health Benefits Pool shall, at the expense of TX Health Benefits Pool, provide to Employer's authorized employees, agents and contractors, TX Health Benefits Pool's standard electronic reporting. TX Health Benefits Pool shall only allow access to such reporting to authorized personnel of Employer.

3.4 Providing Data to Vendor(s). If Employer directs TX Health Benefits Pool to provide data directly in electronic form to Employer's third-party consultant and/or vendor ("Employer's Vendor"), and TX Health Benefits Pool agrees in its reasonable discretion, which may not be unreasonably withheld, conditioned, or delayed, then Employer acknowledges and agrees that it shall require Employer's Vendor(s) to execute a data exchange agreement as required by TX Health Benefits Pool.

3.5 Vendor Access to Data and PHI. Employer shall provide in writing the names of any of its vendor(s) with whom TX Health Benefits Pool is authorized to release, disclose or exchange data and provide written authorization and specific directions with respect to such release, disclosure, or exchange, in substantially similar form to Attachment 7 titled "Sample HIPAA Privacy Authorization Addendum." TX Health Benefits Pool may also create secure access to a substantially similar form to Attachment 7 online or through a portal. Employer agrees to complete, execute, and provide to TX Health Benefits Pool a HIPAA Privacy Authorization Addendum listing each employee and business associate it would like to authorize to access PHI of its covered individuals, agrees to update and re-send to TX Health Benefits Pool the HIPAA Privacy Authorization Addendum from time to time as necessary to ensure it remains comprehensive and up to date, and acknowledges that TX Health Benefits Pool will not allow access to PHI for any individuals who are not included on the HIPAA Privacy Authorization Addendum on file with TX Health Benefits Pool.

SECTIONS 4 and 5: INTENTIONALLY OMITTED

SECTION 6: LITIGATION, LEGAL PROVISIONS, ERRORS AND DISPUTE RESOLUTION

6.1 Litigation. Each Party shall, to the extent practical, advise the other Party of any legal actions against one or both Parties that specifically or directly concern (a) the terms of or administration of the Plan, or (b) the obligations of either Party under the Plan and/or this Agreement. Each Party shall have the option, at its sole discretion, to select and employ attorneys to defend itself.

6.2 Claim Overpayments and Administrative Discrepancies. Employer acknowledges that unintentional administrative errors may occur. If TX Health Benefits Pool becomes aware of a Claim Overpayment to a Provider or Covered Person, TX Health Benefits Pool is authorized to follow its recovery processes, including, but not necessarily limited to, those items described below ("**Recovery Processes**"). TX Health Benefits Pool, however, will not be required to enter into litigation to obtain a recovery, unless specifically provided for elsewhere in this Agreement, nor will TX Health Benefits Pool be required to reimburse the Plan, except for when gross negligence or intentional misconduct by TX Health Benefits Pool caused the Overpayment, or as otherwise provided in this Agreement. Overpayments recovered by BCBSTX and credited to TX Health Benefits Pool will be reimbursed through a credit in the Employer's following Claim Statement.

6.3 Recovery Process for BCBSTX Network Providers. BCBSTX, on behalf of TX Health Benefits Pool and its ASO Employers, or on behalf of itself as an insurance carrier for services outside of this Agreement, has the right to obtain a refund of an Overpayment from a Provider or a Covered Person. It is understood and agreed that in the event BCBSTX makes a recovery, the terms and charges contained in the

BCBSTX Agreement applicable to that type of recovery will apply to the recovery. Unless otherwise agreed upon between BCBSTX and the Provider, when a Provider fails to return an Overpayment to TX Health Benefits Pool, BCBSTX has the right to utilize the mechanisms outlined in the BCBSTX Agreement (the "Recovery Processes") to recover the Overpayment.

6.31 DISCLAIMER. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, TX HEALTH BENEFITS POOL: (A) MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON- INFRINGEMENT OR WARRANTIES ALLEGED TO ARISE AS A RESULT OF CUSTOM AND USAGE; AND (B) NEITHER ASSUMES NOR ACCEPTS ANY LIABILITY TO EMPLOYER WITH RESPECT TO WHETHER SERVICES PROVIDED HEREUNDER MEET EMPLOYER'S BUSINESS NEEDS.

6.4 Limitation of Liability. Employer acknowledges and agrees that TX Health Benefits Pool's full performance under this Agreement and/or acceptance of benefits under this Agreement shall not waive TX Health Benefits Pool's or its Subcontractors' immunity from suit and/or liability under Texas law. Notwithstanding the foregoing, as part of the consideration for Services provided by TX Health Benefits Pool and for the fees paid by Employer under this Agreement, to the extent allowed by law, TX Health Benefits Pool's liability (whether in contract, tort, or any other liability at law or equity) for any errors or omissions by TX Health Benefits Pool (or its officers, trustees, employees, agents or independent contractors) in connection with this Agreement shall not exceed the maximum benefits which should have been paid under the terms of the Plan, had the errors or omissions not occurred, unless any such errors or omissions are adjudged to be the result of gross negligence or intentional misconduct by TX Health Benefits Pool. Even if advised of the possibility of loss, liability, damage, or expense, TX Health Benefits Pool is not liable for any indirect damages, including any lost profits, data, business, goodwill, anticipated savings, opportunity or use or other incidental or consequential damages, which Employer may suffer as a result of or in connection with provision of the Services.

6.5 Employer Indemnifies TX Health Benefits Pool. Employer hereby agrees to defend, indemnify and hold harmless TX Health Benefits Pool and its directors, officers and employees against any and all loss, liability, damages, penalties and expenses, including reasonable attorney's fees, or other cost or obligation resulting from or arising out of claims, lawsuits, demands, settlements or judgments with respect to this Agreement to the extent resulting from or arising out of any acts or omissions of Employer's or its directors, officers, employees, vendors or agents which have been adjudged to be (i) negligent, fraudulent or criminal or (ii) in breach of the terms of this Agreement. This Section shall only apply if and to the extent enforceable under applicable law.

6.6 TX Health Benefits Pool Indemnifies Employer. TX Health Benefits Pool hereby agrees to defend, indemnify and hold harmless Employer and its and their directors, officers and employees against any and all loss, liability, damages, penalties and expenses, including reasonable attorney's fees, or other cost or obligation to the extent resulting from or arising out of claims, lawsuits, demands, settlements or judgments with respect to this Agreement resulting from or arising out of any acts or omissions of TX Health Benefits Pool or its trustees, directors, officers or employees (other than acts or omissions of TX Health Benefits Pool done at Employers direction) which have been adjudged to be grossly negligent or intentional misconduct. For avoidance of doubt, TX Health Benefits Pool is not required to indemnify Employer for potentially fraudulent or abusive activity by Providers or a Covered Person not arising out of (i) or (ii). This Section shall only apply if and to the extent enforceable under applicable law.

6.7 Indemnification Process. In the event a Party receives notice of claim by a third party for which it is required to undertake the defense thereof as provided in 6.1, such Party shall promptly undertake the defense of such action and be solely responsible for the costs of defense, including but not limited to attorney's fees and costs, external claim reviews, and other expenses, subject to the obligation of the Parties to provide indemnification as provided in Sections 6.4 and 6.5, as applicable. Each Party shall reasonably cooperate with the other Party in such defense, unless a conflict of interest exists. The indemnified Party shall have the right to employ separate counsel in any such action or claim and to participate in the defense thereof, but the fees and expenses of such counsel shall not be an expense of the indemnifying Party unless the Party responsible to undertake the defense provided in Section 5.1 shall have failed, within fifteen (15) calendar days after receipt of notice of claim from the other Party as provided in Section 6.1, to undertake and prosecute the defense thereof. The obligation of Party to provide indemnification under this Agreement shall be contingent

upon: (i) the other Party providing written notice of any claim for which indemnification is sought if the failure to provide notice would materially impair the indemnifying Party's rights or obligations, (ii) allowing the indemnifying Party to control the defense and settlement of such claim if it timely undertakes the defense in accordance with the Section; provided, however, that the indemnifying Party agrees not to enter into any settlement or compromise of any claim or action with respect to Employer's interests in a manner without the consent of indemnified Party unless (A) all monetary damages payable in respect of the claim are paid by the indemnifying Party; (B) all of the indemnified parties receive a full, complete and unconditional release in respect of the claim without any admission or finding of obligation, liability, fault or guilt (criminal or otherwise) with respect to the claim by such parties, and (C) no injunctive, extraordinary, equitable or other prospective relief of any kind is imposed on any indemnified parties; and (iii) the indemnified Party cooperating reasonably in connection with such defense and settlement.

6.8 Dispute Resolution: Mediation. If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and if the dispute is not settled through negotiation, the Parties agree first to try in good faith to settle the dispute by mediation before resorting to litigation. A "Notice of Mediation" shall be served by either Party, signifying that the negotiation was not successful and to commence with the mediation process. The mediation shall take place within sixty (60) days of the date of the Notice of Mediation and will be administered under JAMS Health Care rules. The Parties shall agree on a mediator; however, if they cannot agree within 14 days of the Notice of Mediation, then JAMS shall appoint a mediator for them. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider. The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Austin, Texas, unless another location is mutually agreed upon between the Parties. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

6.9 Choice of Forum. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments, and appendices attached to this Agreement, and all contemplated transactions, including, but not limited to, contract, equity, tort, fraud, and statutory claims, in any forum other than the US District Court for the Western District of Texas or, if such court does not have subject matter jurisdiction, the courts of the State of Texas sitting in Austin, Texas, and any appellate court from any thereof.

6.10 Choice of Law. This Agreement and all related documents, including all schedules and statements of work attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract tort, or statute are governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to the conflict of laws provisions.

SECTION 7: TERM AND TERMINATION

7.1 Term. This Agreement shall commence on the Effective Date hereof and shall continue in full force and effect until the thirty-six (36) month anniversary of the Effective Date (the "**Initial Term**"). The Initial Term shall automatically renew for additional twelve (12) month periods (each, a "**Renewal Term**" and together with the Initial Term, referred to as the "**Term**") unless earlier terminated pursuant to the terms and conditions herein.

7.2 Termination. This Agreement may be terminated as follows:

- a. By Employer, upon providing written notice of intent to terminate to TX Health Benefits Pool at least ninety (90) days prior to the termination date.
- b. Immediately by TX Health Benefits Pool:
 - i. Upon written notice to Employer, for failure to maintain the bank account referred to in Attachment 2 - Financial Terms, with Schedules;
 - ii. If Employer fails to pay claims, fees and/or Contributions required hereunder when due; or
 - iii. If Employer fails in any other way to perform its duties under the Agreement.

7.3 By entering into this Agreement, Employer agrees to pay TX Health Benefits Pool for any accrued but unpaid charges for claims incurred and Services performed as of the effective date of termination

no later than the last day of the month of Employer's receipt of TX Health Benefits Pool's bill. If Employer does not pay such charges by the end of the month, Employer will also be responsible for payment of any attorneys' fees or other collection fees TX Health Benefits Pool incurs, plus the maximum interest allowed by law.

7.4 TX Health Benefits Pool will have no further obligation to process claims after the date this Agreement terminates, unless otherwise agreed to between the Parties in writing.

SECTION 8: DEFINITIONS

In addition to the terms defined elsewhere in this Agreement, the following capitalized terms used in this Agreement shall have the meanings set forth in this Section 8, unless otherwise provided in the Agreement.

8.1. "BCBSTX" means for the purposes of this Agreement, Blue Cross Blue Shield of Texas, a division of Health Care Service Corporation, a Mutual Legal Reserve Company and a third-party administrator licensed in the State of Texas, or any of its subsidiaries or affiliates, including successor corporation(s), whether by merger, consolidation, or reorganization of Blue Cross Blue Shield of Texas.

8.2. "BCBSTX Agreement" means for the purposes of this Agreement, the Administrative Services Agreement, including all attachments and addenda of the BCBSTX Agreement, between BCBSTX and TX Health Benefits Pool relating to third party administrator and other services.

8.3. "Covered Person" Individuals who are eligible for coverage under the terms of the Plan and who have elected to participate in the Plan.

8.4. "Covered Service" means a service or supply specified in the Plans for which benefits will be provided and for which Claim Administrator has agreed to provide administrative services under this Agreement.

8.5. "Fee Schedule" means the fees and charges for third party administrator and other services provided under this Agreement including the fees and charges specified in the initial ASO Group BCBSTX Benefit Plan Application ("ASO Group BPA"), including but not limited to, administrative charges and other service charges; or subsequent fees and charges set forth in a subsequent ASO Group BPA as replacement or supplement to the initial BPA; and/or other fees and charges specified in Schedule A to Attachment 2. The Fee Schedule shall be applicable to the Fee Schedule Period therein, except that any item of the Fee Schedule may be changed in accordance with Section 3.3 of Exhibit 2.

8.6. "Fee Schedule Period" means the period of time indicated in the Fee Schedule and, if applicable, the BPA Fee Schedule Addendum.

8.7. "Services" means those benefits and products TX Health Benefits Pool Agrees to provide to Employer as detailed in this Agreement and its Attachments.

8.8. "Supplemental Charge" means a fee or charge, if any, payable to Claim Administrator by TX Health Benefits Pool in addition to the fees and charges set forth in the Fee Schedule as provided herein. A Supplemental Charge may be applied for any customized reports, forms, other materials, or any additional services or supplies not documented in the applicable Fee Schedule as provided therein. Such services and/or supplies and any applicable Supplemental Charge(s) (if any) are to be agreed upon by the Parties in advance.

8.9. "Surcharges" means: local, state or federal taxes, surcharges or other fees or amounts, including, but not limited to, Blue Cross Blue Shield Global Core Access Vendor Fees and amounts due in connection with the Affordable Care Act Transitional Reinsurance Programs (or successor or alternate program amounts) (the "Reinsurance Contribution"), paid by Claim Administrator which are imposed upon or resulting from this Agreement, or are otherwise payable by or through Claim Administrator. Upon request, TX Health Benefits Pool shall furnish to Claim Administrator in a Timely manner all information necessary for the calculation or administration of any Surcharges. Surcharges may or may not be related to a particular claim for benefits. In no event will Claim Administrator be responsible for the Reinsurance Contribution.

8.10. "Timely" means the following:

- a. With respect to all payments due TX Health Benefits Pool by Employer under this

Agreement, weekly claim invoices are due within forty-eight (48) business hours of notification to Employer by TX Health Benefits Pool, monthly fees (e.g., Administrative Charges) are due on the first day of the month and are considered late after thirty (30) calendar days; or

b. With respect to all information due TX Health Benefits Pool by Employer concerning Covered Persons, within thirty-one (31) calendar days of a Covered Person's effective date of coverage or change in coverage status under the Plans no later than 31 calendar days following a Covered Person's effective date of coverage or change in coverage status under the Plans;

c. With respect to all Plan information due TX Health Benefits Pool by Employer other than in connection with the effective date of coverage or change in coverage status under the Plan, upon the effective date of this Agreement and at least ninety (90) calendar days prior to the effective date of change or amendment to the Plans thereafter; or,

d. With respect to all Plan information due TX Health Benefits Pool by Employer in connection with the addition of a new Member Group to the Pool, upon at least thirty (30) calendar days prior to the effective date of such addition.

SECTION 9: MISCELLANEOUS

9.1 Entire Agreement. This Agreement, including and together with any related statements of work, exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter (including but not limited to the previous Administrative Services Agreement between the Parties, and all amendments thereto, effective as of October 1, 2022). Each Party expressly warrants and represents that no promise or agreement that is not expressed in this Agreement has been made to that Party and that no Party is relying upon any statement or representation of any of the Parties being released by this Agreement or by anyone acting for them. Instead, each Party is relying on that Party's own judgment, and each has been represented by the Party's own attorney. All Recitals, proposals, exhibits, schedules, attachments and/or addenda to this Agreement are true and correct and are incorporated herein by reference. The Attachments and Schedules to this Agreement are as follows:

- a. Attachment 1 – Schedule of Services
- b. Attachment 2 – Financial Terms
- c. Schedule A to Attachment 2 – Fee Schedule
- d. Schedule B to Attachment 2 – INTENTIONALLY OMITTED
- e. Schedule C to Attachment 2 – INTENTIONALLY OMITTED
- f. Attachment 3 – Plan Administrative Exception Authority
- g. Attachment 4 – Reasonable and Customary Reference Options Addendum
- h. Attachment 5 – Subrogation Services
- i. Attachment 6 – Sample ASO Group Benefit Plan Application Form
- j. Attachment 7 – Sample HIPAA Privacy Authorization Addendum
- k. Attachment 8 – HIPAA Business Associate Agreement between Employer and TX Health Benefits Pool
- l. Attachment 9 – EDI 834 Data Use Agreement
- m. Attachment 10 – Sample Producer Delegation of Authority Form

9.2 Severance. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, invalid, or void, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way. If there is any conflict between this Agreement and the ILA, the terms of the ILA shall prevail.

9.3 Disclaimer. PURSUANT TO THIS AGREEMENT, TX HEALTH BENEFITS POOL IS ONLY OBLIGATED AS AN ADMINISTRATOR OF SERVICES TO EMPLOYER'S PLAN. TX HEALTH BENEFITS POOL IS NOT AN INSURANCE COMPANY OR FIDUCIARY, DOES NOT INSURE EMPLOYER'S PLAN(S) IN ANY WAY, AND IS NOT SUBJECT TO THE JURISDICTION OF THE TEXAS DEPARTMENT OF INSURANCE.

9.4 Assignment. Employer shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement, including by virtue of any merger or reorganization, which will be a deemed assignment, without the prior written consent of TX Health Benefits Pool which consent shall not be unreasonably withheld, conditioned, or delayed.

9.5 Relationship of the Parties. TX Health Benefits Pool is an independent contractor with respect to Employer. Neither Party shall be construed, represented, or held to be an agent, partner, associate, joint venturer or employee of the other. Nothing in this Agreement shall create or be construed to create the relationship of employer and employee between TX Health Benefits Pool and Employer; nor shall Employer's agents, officers or employees be considered or construed to be employees of TX Health Benefits Pool for any purpose whatsoever.

9.6 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

9.7 Modifications and Amendments.

a. This Agreement may only be modified in writing in the agreement of the Parties, except as stated in Paragraph 7.2.b. No modification or change in any provision of this Agreement, including but not limited to, changes at renewal, shall be effective unless and until approved in writing by an authorized representative of TX Health Benefits Pool and an authorized representative of Employer and evidenced by an amendment or new Addendum attached to this Agreement. Notwithstanding the foregoing, nothing herein shall limit the ability of Employer to amend or otherwise revise the Plan, including, without limitation, any Plan benefits, and Employer shall give TX Health Benefits Pool timely notice thereof. Further, notwithstanding the foregoing, any amendments required by law may be implemented by TX Health Benefits Pool upon sixty (60) calendar days' prior notice to Employer or such time period as may be required by law. Amendments required by law shall be effective retroactively, if applicable, as of the date required by such Law.

b. TX Health Benefits Pool can change the pricing or Services shown in Attachment 1, the Services Schedule thirty-one (31) days after giving Employer written notice of its intent to do so. Such written notice shall supersede the applicable items(s) in the Services Schedule and any prior such notice(s).

9.8 No Third-Party Beneficiaries. This Agreement benefits solely the Parties and their respective successors and permitted assigns and nothing in this Agreement, express or implied, confers on any third party any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

9.9 Force Majeure. Neither Party shall be liable to the other for any failure to timely perform its obligations under this Agreement if prevented from doing so by acts of God or nature, fires, floods, storms, earthquakes, riots, strikes, wars, terrorism, pandemics, state, local or national government action, or cybersecurity incident, *provided that* the non-performing Party is without fault in causing such failure or delay, and such failure or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing Party through the execution and use of alternate sources, workaround Plans or other means (including applicable business continuity plans). No such failure to perform shall, however, limit or restrict the other Party's right to terminate this Agreement

9.10 Enforcement. Any delay or inconsistency by either Party in the enforcement of any part of this Agreement shall not constitute a waiver by that Party of any rights with respect to the enforcement of any part of this Agreement at any future date nor shall it limit any remedies which may be sought in any action to enforce any provision of this Agreement.

9.11 Proprietary Marks. Neither Party shall use the name, symbols, copyrights, trademarks or service marks ("**Proprietary Marks**") of the other Party or the other Party's respective clients in advertising or promotional materials without prior written consent of the other Party; provided, however, that during the Term of this Agreement, TX Health Benefits Pool may include Employer in its list of clients; and provided further, that Employer shall be permitted to use TX Health Benefits Pool's Proprietary Marks in co-branded marketing materials as long as TX Health Benefits Pool reviews and approves such use and Employer acknowledges that any co-branded marketing must be consistent with TX Health Benefits Pool brand requirements.

9.12 Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "**Notice**", and with the correlative meaning "**Notify**") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Article). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section.

Notice to TX Health Benefits Pool:

Notice to Employer:

TX Health Benefits Pool Benefits Pool
1821 Rutherford Lane, Suite 300
Austin, TX 78754
Attn: Legal Department - Legal@txhb.gov

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have entered into this Administrative Services Agreement as of the effective date.

TX Health Benefits Pool

Jennifer Hoff

Print Name

Print Name

Signature

Signature

Executive Director

Title

Title

Date

Date

APPROVED AS TO FORM:

TXHB Director of Legal

This Administrative Services Agreement is entered into for Employer under the authorization of:

_____ at duly called meeting held on
(Employer Name)

_____ at _____
(Date of Meeting) **(Time of Meeting)**

By _____
(Signature) **(Typed or Printed Name)**

Authorized Official Title _____

Date: _____

ATTACHMENT 1

Schedule of Services

TX Health Benefits Pool shall perform all of the following for EMPLOYER:

1. **ALTERNATIVE PROVIDER COMPENSATION ARRANGEMENTS**

EMPLOYER agrees to participate in Alternative Provider Compensation Arrangements as applicable based on Covered Person criteria established by TX Health Benefits Pool, unless TX Health Benefits Pool has allowed EMPLOYER to opt out.

2. **CLAIMS ADJUDICATION**

Determination of payment levels of Claims according to EMPLOYER's directions on applicable benefit Plans terms and design, including determination of pre-service or prior authorization of services. EMPLOYER agrees that TX Health Benefits Pool will apply TX Health Benefits Pool's standard medical and utilization management criteria and policies and Coordination of Benefits (COB) processes for ASO Members.

3. **EXPLANATION OF BENEFITS ("EOB")**

Preparation of EOBs.

4. **CLAIMS/MEMBERSHIP INQUIRIES**

Providing responses to inquiries – written, phone or in-person – related to membership, benefits, and Claim Payment, or Claim denial.

5. **ENROLLMENT SERVICE**

Upon EMPLOYER request, TX Health Benefits Pool will assist EMPLOYER, in accordance with TX Health Benefits Pool's standard procedures, when scheduled in advance based on staffing availability, in initial enrollment activities and open enrollment activities, including education of Covered Persons about benefits, the enrollment process, selection of health care Providers and how to file a Claim for benefits; issue Claim submission instructions on behalf of EMPLOYER to health care Providers who render services to Covered Persons.

6. **DISABLED DEPENDENT VERIFICATION**

Determine the disabled status of any dependent children of Covered Persons, for purposes of administering the Group's age limit for eligibility. Determination will be made based on TX Health Benefits Pool's review of clinical information received by TX Health Benefits Pool from the Covered Person or the dependent's medical provider(s).

7. **CLIENT SERVICES AND MATERIALS**

Provision of those items as elected by EMPLOYER from listing below:

a. **Enrollment Materials.** TX Health Benefits Pool's Marketing Division will provide implementation materials during the enrollment process; any custom designed materials may be subject to Supplemental Charge.

b. **Identification Cards.** Prepare and issue to Covered Persons identification cards based upon criteria provided by EMPLOYER and in compliance with TX Health Benefits Pool and Blue Cross and Blue Shield Association guidelines. TX Health Benefits Pool shall issue the identification card not later than the 30th day after the date TX Health Benefits Pool receives notice that the individual is eligible for the benefits.

Proprietary and Confidential Information of Claim Administrator
Not for use or disclosure outside Claim Administrator, TX Health Benefits Pool, their respective affiliated companies, and third-party representatives, except with written permission of Claim Administrator.

c. **Standard Provider Directories.** Access for Covered Persons and potential Covered Persons to Network Provider directories and periodic updates to such, if applicable to the health benefit Plans coverage(s) under the Agreement. Such Network Provider directories shall also be available and distributed in book format upon EMPLOYER's request.

d. **Customer Service.** Access to a dedicated 24-hour toll-free customer service telephone number answered in Texas.

e. **Medical Prior-Authorization Service Telephone Number.** For those services determined by EMPLOYER and provided in writing to TX Health Benefits Pool that require prior authorization, advance TX Health Benefits Pool review of medical necessity, based on TX Health Benefits Pool's standard medical and utilization management criteria and policies, of such services covered under the Plans; access to toll-free medical prior-authorization service telephone number for Covered Persons and their health care Providers to call for assistance.

8. **INTERNAL APPEALS**

Determination of properly filed internal appeal requests received by TX Health Benefits Pool from a Covered Person or a Covered Person's authorized representative.

9. **MEMBERSHIP**

Using membership information provided to TX Health Benefits Pool by EMPLOYER to make claim and appeal determinations and for other purposes as described in the Agreement.

10. **STANDARD REPORTS**

Make available Claim data, Claim settlements (as outlined in Exhibit 2, Section 6) and periodic reports in TX Health Benefits Pool's standard format(s) in accordance with TX Health Benefits Pool's standard reporting processes at no additional charge. Any additional reports required by EMPLOYER must be mutually agreed upon by the Parties in writing prior to their development and may be subject to a Supplemental Charge.

11. **STOP LOSS COORDINATION**

Coordinate all necessary reporting and notification to EMPLOYER'S identified stop loss broker, producer, or agent, if any.

12. **REPORTING SERVICES**

Preparation and filing of annual Internal Revenue Service ("IRS") 1099 forms for the reporting of payments to health care Providers who render services to Covered Persons and who are reimbursed under the Plans for those services.

13. **ACTUARIAL AND UNDERWRITING**

Provide Claims projections, estimated Alternative provider Compensation fees, and pricing of administrative services and stop loss coverage.

14. **FRAUD DETECTION AND PREVENTION**

Identify and investigate suspected fraudulent activity by Providers and/or Covered Persons and inform EMPLOYER of findings and proof of fraud applying TX Health Benefits Pool's standard processes; address any related recovery litigation as set forth in Exhibit 6.

15. **EMPLOYER PORTAL**

Provide EMPLOYER with on-line resources that allow EMPLOYER the ability to perform a variety of Plans administrative functions, currently managing membership and enrollment, inquiring about claims status, generating reports, and receiving billing information. Functions may be changed or added, as they become available.

16. MEMBER PORTALS

Provide EMPLOYER with on-line resources that allows individuals access to information about their healthcare coverage and benefits through TX Health Benefits Pool, such as verifying the status of finalized claims, accessing health and wellness information, verifying dependents coverage, and taking a health risk assessment. Information may be changed or added, as it becomes available.

17. PROVIDER NETWORK(S)

If applicable to the health benefit Plans coverage(s) under the Agreement, establish, arrange, and maintain a Network(s) through contractual arrangements with Providers.

18. MSP INFORMATION REPORTING

Reporting preparation and filing as required of TX Health Benefits Pool as Responsible Reporting Entity ("RRE") for the Plans as that term is defined in Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007.

19. UNCASHED FUNDS

Regarding outstanding funds that are or become "stale" (over three hundred and sixty-five (365) days old), issue notification letters to payees and upon completion of notification process, reissue such funds to payees based upon payee response, if any. When fund reissuance is not possible funds will escheat to state of payee's last known address on behalf of EMPLOYER in accordance with TX Health Benefits Pool's established procedures and the applicable state's unclaimed property Law.

20. ADDITIONAL SERVICES NOT SPECIFIED

TX Health Benefits Pool may provide additional services not specified in the Agreement; such services will be mutually agreed upon between the Parties in writing prior to their performance and may be subject to Supplemental Charge if so mutually agreed upon by the Parties.

21. ACTIVITIES THAT ARE NOT CONSIDERED SERVICES

Except as otherwise provided herein, TX Health Benefits Pool does not provide EMPLOYER with software, facilities, phone systems, computers, database or information management, quality or security services, and the term "Services" does not include backroom operations such as support functions.

THE FOLLOWING (ONLY IF SELECTED ON GROUP BENEFIT PLAN APPLICATION FORM):

22. EXTERNAL REVIEW COORDINATION

TX Health Benefits Pool will coordinate external reviews of certain adverse benefit determinations for EMPLOYER for the fee set forth in this Agreement. If elected, TX Health Benefits Pool's coordination includes reviewing external review requests to assess whether they meet eligibility requirements, referring requests to IROs, and reversing the Plans' determinations if so indicated by the IRO. External reviews shall be performed by an IRO and not TX Health Benefits Pool. Amounts received by TX Health Benefits Pool and IROs may be revised from time to time and may be paid each time an external review is undertaken.

23. BLUE CARE CONNECTION® PROGRAM

Provide a program that may include utilization management, case management, condition management, lifestyle management, predictive modeling, Well on Target, 24/7 nurseline and access to a personal health manager or such other features as determined by EMPLOYER and agreed to by TX Health Benefits Pool.

24. WELLBEING MANAGEMENT

Provide a program that may include holistic health care management, including behavioral health care management, utilization management, maternity management, and 24/7 nurseline, and access to Well on Target digital tools and resources as determined by EMPLOYER and agreed to by TX Health Benefits Pool.

25. MASSACHUSETTS STATEMENTS OF CREDITABLE COVERAGE AND ELECTRONIC REPORTING

At the written direction of EMPLOYER, issuance of written statements of creditable coverage and related electronic reporting to the Massachusetts Department of Revenue with respect to Covered Persons subject to the Massachusetts Health Care Reform Act.

26. REFERENCE BASED PRICING (“RBP”)

Assist EMPLOYER with establishing a maximum coverage amount for specified imaging, inpatient, and outpatient procedures derived from a pricing method based on either the Employee’s or Provider’s location.

27. VIRTUAL VISITS PROGRAM MANAGEMENT

Provide or arrange for a program, that allows Covered Persons to access benefits for certain Covered Services remotely from virtual visit participating Providers via (i) interactive audio communication (via telephone or similar technology) and/or (ii) interactive audio/video examination and communication (via online portal, mobile app, or similar technology), where available.

28. SUMMARY OF BENEFITS AND COVERAGE (“SBC”)

Create co-branded SBCs for benefits TX Health Benefits Pool administers under the Agreement and provide SBCs to EMPLOYER and Covered Persons as described in the ASO Group Benefit Plan Application Form.

ATTACHMENT 2

Financial Terms

Service charges and other service specifications applicable to the Agreement are set forth in the Fee Schedule, the applicable Group Benefit Plan Application (BPA) Form (Attachment 6) and the Schedule B Specialty Drug guarantees, if applicable. Unless specified in Schedule A: Fee Schedule, no other charges or fees shall be incurred or due unless otherwise mutually agreed in writing between the parties. They are to apply for the period(s) of time indicated therein and shall continue in full force and effect until the earlier of: (i) the end of the Fee Schedule Period and the Schedule B Specialty Drug Guarantees Period, if applicable; (ii) the date a Fee Schedule is amended or replaced in its entirety by the execution of a subsequent Schedule A Fee Schedule, Schedule B Specialty Drug Guarantees, or Attachment 6 Group BPA Form, or Addendum, if applicable; or (iii) the date the Agreement is terminated.

SECTION 1: INTER-PLAN ARRANGEMENT FEES:

1.1. Network Access Fees (as applicable): Additional information is available upon request; included in the Claim Charge, if applicable;

1.2. Negotiated Arrangement/Custom Fees (as applicable): Additional information is available upon request; included in the medical Administrative Charge(s) noted on Attachment A to this Fee Schedule;

1.3. For Non-Participating Healthcare Providers Outside Claim Administrator's Service Area/processing fees (as applicable): Additional information is available upon request; included in the medical Administrative Charge(s) noted on Attachment A to this Fee Schedule.

*If applicable, such fees may not exceed the lesser of the applicable annual percentage of the discount (dependent upon group size) permitted under the BlueCard Program or \$2,000 per Claim.

SECTION 2: EXHIBIT DEFINITIONS

Terms defined in this Exhibit which appear in the Agreement have the same meaning in the Agreement. Other definitions applicable to this Exhibit are contained in Section 8 DEFINITIONS of the Agreement.

2.1. "Employer Payment" means the amount owed or payable to TX Health Benefits Pool by Employer for a given Employer Payment Period in accordance with Section 5 of this Attachment which is the sum of Claim Payments made plus applicable service charges incurred during that Employer Payment Period.

2.2. "Employer Payment Method" means the method elected in the Group BPA (Attachment 6) by which Employer Payments will be made.

2.3. "Employer Payment Period" means the time period indicated in the Fee Schedule.

2.4. "Medicare Secondary Payer ("MSP")" means those provisions of the Social Security Act set forth in 42 U.S.C. §1395 y (b), and the implementing regulations set forth in 42 C.F.R. Part 411, as amended, which regulate the manner in which Employer may offer group health care coverage to Medicare-eligible employees, their spouses and, in some cases, dependent children.

2.5. "Run-Off Claim" means a Claim incurred prior to the expiration or termination of the Agreement that is submitted for payment during the Run-Off Period.

2.6. "Run-Off Period" means twelve (12) months immediately following the expiration or termination of the Agreement.

2.7. Termination Administrative Charge” means any consideration indicated in Attachment A to this Fee Schedule that is required by TX Health Benefits Pool upon termination of the Agreement, including any services that may be performed by TX Health Benefits Pool during the Run-Off Period indicated on such Group BPA.

SECTION 3: COMPENSATION TO TX HEALTH BENEFITS POOL

3.1. Intent of Service Charges. Employer will pay service charges to TX Health Benefits Pool in accordance with Schedule A Fee Schedule, if applicable, as compensation for the processing of Claims and administrative and other services provided to Employer.

3.2. Determining Service Charges. The service charges, which are for the Fee Schedule Period have been determined in accordance with TX Health Benefits Pool’s current regulatory status and Employer’s existing benefit program.

3.3. Changing Service Charges. Such service charges shall be subject to change by TX Health Benefits Pool as follows:

- a. At the end of the Fee Schedule Period, provided that sixty (60) days’ prior written notice is given by TX Health Benefits Pool;
- b. On the effective date of any changes or benefit variances in the Plan, its administration by Employer, or the level of benefit valuation which would increase TX Health Benefits Pool’s cost of administration;
- c. On any date changes imposed by governmental entities increase expenses incurred by TX Health Benefits Pool, provided that such increases shall be limited to an amount sufficient to recover such increase in expenses;
- d. On any date that the actual number of Covered Employees (in total, by product or by benefit plan), the single/family mix, or the Medicare/Non-Medicare mix varies +/- ten percent (10%) from TX Health Benefits Pool’s projections; or

The information upon which TX Health Benefits Pool’s projections were based (benefit levels, census/demographics, producer/broker fees, etc.) becomes outdated or inaccurate.

3.4. Service Charges upon Termination. In the event the Agreement is terminated in accordance with the “Term and Termination” provisions of the Agreement, Employer will Timely pay TX Health Benefits Pool the Termination Administrative Charge indicated in the Fee Schedule. Termination Administrative Charges assume the continuation of the Plan benefit – program(s) and the administrative services in effect prior to termination. Should such Plan benefit program(s) and/or administrative services change, or in the event the average Plan enrollment during the three (3) months immediately preceding termination varies by ten percent (10%) or more from the enrollment used to determine the service charges in effect at the time of termination, TX Health Benefits Pool reserves the right to adjust the fees for service charges (including, but not limited to, access fees) to be used to compute the Termination Administrative Charge. In the event of a termination by Employer of more than ten percent (10%) of TX Health Benefits Pool’s projections of Covered Employees, Employer will pay the Termination Administrative Charge as specified in the current Fee Schedule for such terminated Covered Employees.

3.5. Additional Service Charges. In addition to the amounts due and payable each month in accordance with the Fee Schedule and the most current Group BPA Form, TX Health Benefits Pool may charge Employer for:

- a. Any applicable Supplemental Charge(s);

- b. Reasonable fees for the reproduction or return of Claim records requested by Employer, a governmental agency or pursuant to a court order; and/or
- c. Any other fees that may be assessed by third parties for services rendered to Employer, a portion of which may be retained by TX Health Benefits Pool as compensation for TX Health Benefits Pool's support of such services; and/or
- d. Any other fees for services mutually agreed upon by the Parties in writing.

3.6. Billing and Invoices for Administrative and other Fees. TX Health Benefits Pool will prepare an invoice for administrative fees and other census-based fees monthly and place it on the TX Health Benefits Pool Online portal for Employer to retrieve. TX Health Benefits Pool will prepare a trial invoice on or about the 17th day of each month. Employer may retrieve this trial invoice and make updates to the eligibility records before the final invoice is run. The final invoice will be created and posted on or about the 21st of each month. Invoices for Administrative and other Fees that are based on census will be calculated based on the enrollment data in TX Health Benefits Pool Online at the time the invoice was created. Any data updates, including but not limited to new hires, terminations, and enrollment changes that are entered after the invoice has been created will be reflected as a retroactive adjustment on the following month's invoice. Invoices will not be rerun. TX Health Benefits Pool may accommodate a self-bill and reconciliation process at the request of the Employer subject to mutually agreeable procedures.

3.7. Effect of Plan Enrollment. Administrative Charges will be paid based upon information TX Health Benefits Pool receives regarding current Plan enrollment as of the first day of each month. Appropriate adjustments will be made for enrollment variances or corrections. With respect to services rendered for any Covered Person under a Plan Employer who terminates coverage under such Plan in any given month, the administrative charges shall end with respect to such Covered Person on the last day of such month, and Services shall be rendered through the end of the month in which the coverage for the Covered Person terminates. With respect to services rendered for any Covered Person under a Plan of a Member Group or ASO Member Group who first enrolls on a date other than the first of the month, no Administrative Charges will be due or paid for this first partial month. Appropriate adjustments will be made for enrollment variances or corrections.

3.8. Timely Payment. Performance of all duties and obligations of TX Health Benefits Pool under the Agreement are contingent upon the Timely payment of any amount owed TX Health Benefits Pool by Employer.

SECTION 4: CLAIM PAYMENTS

4.1. TX Health Benefits Pool's Payment. Upon receipt of a Claim, TX Health Benefits Pool will make a Claim Payment provided that all payments due TX Health Benefits Pool under the terms of the Agreement are paid when due.

4.2. Employer's Liability. Any reasonable determination by TX Health Benefits Pool in adjudicating a Claim under the Agreement that a Covered Person is entitled to a Claim Payment is conclusive evidence of the liability of Employer to TX Health Benefits Pool for such Claim Payment pursuant to Section 6 below titled "Claim Settlements." Employer shall be liable to TX Health Benefits Pool for all Claim Payments, and the applicable service charges.

4.3. Covered Person's Certain Liability. Under certain circumstances, if TX Health Benefits Pool pays the healthcare Provider amounts that are the responsibility of the Covered Person under the Agreement, TX Health Benefits Pool may collect such amounts from the Covered Person.

4.4. Cessation of Claim Payments. If Employer has failed to pay when due any amount owed TX Health Benefits Pool, TX Health Benefits Pool shall be under no obligation to make any further Claim Payments until such default is cured.

SECTION 5: EMPLOYER PAYMENT

5.1. Intent. In consideration of TX Health Benefits Pool's obligations as set forth in the Agreement and at the end of each Employer Payment Period, Employer shall pay to TX Health Benefits Pool or shall provide access for TX Health Benefits Pool to obtain, Employer Payment amount due for that Employer Payment Period.

5.2. Confirmation or Notification of Amount Due and Payment Due Date. Employer shall confirm with TX Health Benefits Pool or TX Health Benefits Pool shall notify Employer's financial division of Employer's Payment for each Employer Payment Period and when such payment is due. Confirmation or notification shall be in accordance with the Employer Payment Method specifications on the most current applicable Group BPA Form and the following:

a. **If Employer Payment Method is by Check,** Employer must maintain a deposit with TX Health Benefits Pool equivalent to the average of two (2) weeks of medical claims. TX Health Benefits Pool shall issue Employer a settlement statement to replenish the deposit account which will include TX Health Benefits Pool's mailing address for check remittance and the date payment is due.

b. **If Employer Payment Method is other than Check,** TX Health Benefits Pool shall advise Employer by email or facsimile (at an email address or facsimile number to be furnished by Employer prior to the effective date of the Agreement) or by such other method mutually agreed to by the Parties, of the amount due. Employer Payment must be made or obtained within forty-eight (48) hours of Employer's notification by TX Health Benefits Pool. If any day on which an Employer payment is due is a holiday, such payment will be made or obtained on the next business day.

5.3. Federal Regulation of Employer. Employer will be responsible for payment of any applicable contributions to the funding of the Transitional Reinsurance Programs established by the Affordable Care Act. Under no circumstances will TX Health Benefits Pool be responsible for payment of Reinsurance Contributions.

5.4. Late Payments. Late payments are subject to the penalties outlined in Section 7.3 of this Exhibit.

SECTION 6: CLAIM SETTLEMENTS

6.1. Determining What Employer Owes. A Claim settlement shall be determined for each Claim settlement period indicated in Schedule A Fee Schedule. The Claim settlement shall reflect the sum of the following a., b., and c., which shall be referred to as the "Employer Claim Settlement Total.":

a. Claim Payments paid by TX Health Benefits Pool in the particular Claim settlement period.

b. Claim Payments paid by TX Health Benefits Pool in prior Claim settlement periods that have not been included in a prior Claim settlement.

c. The Administrative Charges and credits, Surcharges, and other applicable service charges as indicated in Schedule A Fee Schedule and any applicable Supplemental Charge(s).

6.2. Employer Underpayment. If, within the Claim settlement period, the Claim Settlement Total exceeds Employer Payments, Employer will pay the difference to TX Health Benefits Pool. The Claim settlement will be determined within sixty (60) days from the last day of the Claim settlement period. TX Health Benefits Pool will notify Employer in writing of the results of the Claim settlement. Any sums due TX Health Benefits Pool will be paid Timely by Employer.

6.3. Employer Overpayment. If, within the Claim settlement period, Employer Payments exceed the Claim Settlement Total, TX Health Benefits Pool may, at its option, pay such difference to Employer, apply the difference against amounts then owed TX Health Benefits Pool by Employer or authorize a reduction equal to such difference from the next Claim Settlement Total due TX Health Benefits Pool from Employer.

SECTION 7: LATE PAYMENTS AND REMEDIES

7.1. When Employer Fails to Pay. If Employer fails to pay when due any amount required to be paid to TX Health Benefits Pool under the Agreement, and such default is not cured within ten (10) days of the due date, a Reminder Notice will be sent to the Employer via email. If payment is not received within ten (10) days of the date the Reminder Notice is sent, TX Health Benefits Pool reserves the right to consider the Employer delinquent according to its procedures. If defaults are not cured following written notice to TX Health Benefits Pool, TX Health Benefits Pool may, at its option:

- a. Suspend Claim Payments; or
- b. Terminate the Agreement as of the effective date specified in such notice; or
- c. Require Employer to maintain a deposit with TX Health Benefits Pool equal to one month of average Claim Settlements in addition to any late Payment.

7.2. When TX Health Benefits Pool Fails to Timely Notify. Pursuant to Section 6.5 “Severability; Enforcement; Force Majeure; Survival” of the Agreement, TX Health Benefits Pool’s failure to provide Employer with Timely notice of any amount due hereunder shall not be considered a waiver of payment of any amount which may otherwise be due hereunder from Employer.

7.3. Late Charge. If Employer fails to make any payment required by the Agreement on a Timely basis, TX Health Benefits Pool, at its option, may assess a daily charge for the late remittance from the due date of any amount(s) payable to TX Health Benefits Pool by Employer. This daily charge shall be an amount equal to the amount resulting from multiplying the amount due times the lesser of:

- a. The rate of 0.0329% per day which equates to an amount of twelve percent (12%) per annum; or
- b. The maximum rate permitted by state law.

7.4. Insolvency. In addition, if Employer becomes insolvent, however evidenced, or is in default of its obligation to make any Employer Payment as provided hereunder, or if any other default hereunder has occurred and is continuing, then any indebtedness of TX Health Benefits Pool to Employer (including any and all contractual obligations of TX Health Benefits Pool to Employer) may be offset and/or recouped and applied toward the payment of Employer’s obligations hereunder, whether or not such obligations, or any part thereof, shall then be due Employer.

SECTION 8: FINANCIAL OBLIGATIONS UPON AGREEMENT TERMINATION

8.1. Run-Off Claims. Employer hereby acknowledges that on the date of termination of the Agreement in accordance with the provisions of either Section 7 of this Exhibit or Section 7 of the Agreement, or on the date of a termination by Employer there may be an undetermined but substantial number of Claims for services rendered or furnished prior to that date which have not been submitted to TX Health Benefits Pool for reimbursement and also an undetermined but substantial number of Claims submitted for reimbursement which have not been paid by TX Health Benefits Pool ("Run-Off Claims"). Employer shall be responsible for the reimbursement of all Run-Off Claims, whether or not such Claims have been submitted, or whether or not Claim Payments for such Claims have been made by TX Health Benefits Pool, as of the date of termination or termination of Covered Employees but not the Agreement, including, but not limited to, Claim Payments made in accordance with MSP laws, and for the payment of the Termination Administrative Charge and any other applicable service charges indicated in the Fee Schedule or the most current Group BPA Form, and any applicable Supplemental Charge(s) pursuant to the processing of such Claims after the Agreement's termination date or date of termination of Covered Employees but not the Agreement.

8.2. Corresponding Employer Payments. In consideration of TX Health Benefits Pool's continuing to make Claim Payments in accordance with Section 4 of this Exhibit for Run-Off Claims Employer shall continue to make Employer Payments for all such Claims paid by TX Health Benefits Pool up to the final settlement outlined below.

8.3. Final Settlement. A final settlement shall be made within sixty (60) days after the last day of the Run-Off Period. This final settlement shall compare Employer Payments against the Claim Settlement Totals for all Run-Off Claims paid up to the date of the final settlement. The difference shall be paid or applied as set forth in Section 6 of this Exhibit. However, if Employer Payments exceed the Claim Settlement Totals for all Run-Off Claims paid up to the final settlement, TX Health Benefits Pool shall pay such difference to Employer after applying the difference against amounts, if any, then owed to TX Health Benefits Pool by Employer. After the final settlement, TX Health Benefits Pool shall be released from any further liability for Claim Payments and Claim adjustments under the Agreement, and as of the date Employer shall assume full liability and responsibility for all further administration of Claim Payments. Further, after the final settlement, any refunds resulting from Claim adjustments for Overpayments, regardless of when such adjustments occurred shall be retained by TX Health Benefits Pool and Employer shall have no liability for any charges associated with any adjustments.

8.4. Uncashed Funds. As of the date of termination of the Agreement and during the Run-Off Period, any outstanding funds that are or become "stale" (over 365 days old) will be escheated to the state of payee's last known address by TX Health Benefits Pool, on Employer's behalf, in accordance with TX Health Benefits Pool's established procedures and/or the applicable state's unclaimed property law.

Schedule A to Attachment 2 – Fee Schedule

1. Employer Member: City of League City
2. Effective Date: October 1, 2025
3. Medical Waiting Period (should not exceed 90 days). Please define your waiting period, if applicable:

4. Services (PEPM = Per Employee Per Month;)

	10/01/2025 - 09/30/2026	10/01/2026 - 09/30/2027	10/01/2027 - 09/30/2028
Medical Claims Administration	<input type="checkbox"/> SEE NOTES		
<input checked="" type="checkbox"/> Medical Claim Adjudication (BCBS Traditional): Monthly Service Charge Per Employee Per Month without Allowances	\$43.28 PEPM	\$44.22 PEPM	\$45.06 PEPM
Medical Network Access Fee: PPO	Included in Medical Admin Fee		
Medical Network Access Fee: HMO	Included in Medical Admin Fee		
Centers of Excellence Access Fee	Included in Medical Admin Fee Capitation fees (if any) will be invoiced separately		
Rebates on Specialty Drugs paid under the Medical plan (<i>Pass-through to the employer upon receipt</i>)	Pass-Through		
ID Card Generation and Mailing	Included in Medical Admin Fee (Any mass reissuance would be \$0.85/card)		
Explanation of Benefits (EOB): Generation (<i>Paper & Electronic</i>)	Included in Medical Admin Fee		
Summary Plan Document (SPD)/Benefit Booklets: Development & Addendums	Included in Medical Admin Fee		
Summary of Benefits & Changes (SBC): Generation & Addendums	Included in Medical Admin Fee		
Network Directory: Generation	Included in Medical Admin Fee		
Medical & Disease Management/Wellbeing Management (<i>Enable</i>) includes: 1. Utilization Management 2. Case Management 3. Re-admission Planning 4. Comprehensive Disease Management 5. Behavioral Health (UM Inpatient/Outpatient) 6. Health Coaching 7. Maternity Management 8. 24-Hour NurseLine 9. Well onTarget Portal including Health Risk Assessment and Wellness Programs 10. Weight Management 11. Tobacco Cessation 12. Fitness Program 13. Blue Points	Included in Medical Admin Fee		
Other Benefit Communication: Development	Included in Medical Admin Fee		
Out-of-Network Repricing/Negotiations	Included in Medical Admin Fee		
Provider Payment Processing and 1099s	Included in Medical Admin Fee		
Standard Reporting and Ad Hoc Reporting (<i>if programming is not required</i>)	Included in Medical Admin Fee		
Web Portal (<i>Member, Employer, Provider, Broker</i>)	Included in Medical Admin Fee		

	10/01/2025 - 09/30/2026	10/01/2026 - 09/30/2027	10/01/2027 - 09/30/2028
Designated Customer Service (<i>Member, Provider, Mediation/Patient Advocacy</i>)	Included in Medical Admin Fee		
TXHB Online Enrollment Portal	Included in Medical Admin Fee		
Cost Transparency Tool: Blue Access	Included in Medical Admin Fee		
HealthPlan Identification Number	Included in Medical Admin Fee		
Medical Implant Device Audits	Included in Medical Admin Fee		
Facility R&C Determination	Included in Medical Admin Fee		
Pharmacy Vendor Recoveries	Included in Medical Admin Fee		
Accumulator Reconciliation with PBM	Included in Medical Admin Fee (After one-time set up fee of \$2,000)		
Class Action Recoveries	Included in Medical Admin Fee		

NOTES

Schedule of Optional Benefit Services

1. Employer Member: City of League City
2. Effective Date: October 1, 2025
3. Optional Services (PEPM = Per Employee Per Month; PPPM = Per Participant Per Month)

	10/01/2025 - 09/30/2026	10/01/2026 - 09/30/2027	10/01/2027 - 09/30/2028
Medical & Disease Management	<input type="checkbox"/> SEE NOTES		
<input checked="" type="checkbox"/> Expanded Outpatient Utilization Management includes all Carelon bundles.	\$2.51 PEPM	\$3.32 PEPM	\$4.50 PEPM
<input type="checkbox"/> Expanded Utilization Management – Carelon bundles:			
<input type="checkbox"/> Genetic Testing & Radiology	\$0.70 PEPM	\$0.72 PEPM	\$0.74 PEPM
<input type="checkbox"/> Advanced Imaging, Cardiology & Sleep Medicine	\$0.93 PEPM	\$1.27 PEPM	\$1.74 PEPM
<input type="checkbox"/> Joint/Spine & Pain Management	\$0.88 PEPM	\$1.33 PEPM	\$2.02 PEPM
Optional Programs	<input type="checkbox"/> SEE NOTES		
<input type="checkbox"/> Advanced Payment Review (APR) Program	25% of savings plus reduction in Medical Admin Fee of \$1.20 PEPM	25% of savings plus reduction in Medical Admin Fee of \$1.20 PEPM	25% of savings plus reduction in Medical Admin Fee of \$1.20 PEPM
<input checked="" type="checkbox"/> Telemedicine Access Admin Fee: Access fee does not include cost of the visit. <i>* Per Visit Cost is subject to change over time.</i>	\$0.60 PEPM	\$0.62 PEPM	\$0.63 PEPM
<input type="checkbox"/> Direct Surgical Program Centers of Excellence that include deeply discounted bundled pricing for orthopedic surgery, bariatric surgery, cardiovascular procedures and more. Standard pricing is a % of savings, but a PEPM can be quoted, if desired.	\$0.25 PEPM plus 35% of savings	\$0.25 PEPM plus 35% of savings	\$0.25 PEPM plus 35% of savings
Dental Claims Administration	<input type="checkbox"/> SEE NOTES		
<input type="checkbox"/> Dental Claims Adjudication Dental Network Access Fee	\$2.28 PEPM Included in Dental Admin Fee	\$2.30 PEPM Included in Dental Admin Fee	\$2.30 PEPM Included in Dental Admin Fee
Communication Materials	<input type="checkbox"/> SEE NOTES		
<input type="checkbox"/> Summary Plan Document (SPD)/Benefit Booklets: Printing & Mailing (<i>upon Member request only</i>)	\$1.50/SPD	\$1.50/SPD	\$1.58/SPD
<input type="checkbox"/> Summary of Benefits & Changes (SBC): Printing & Mailing (<i>upon Member request only</i>)	\$1.50/SBC	\$1.50/SBC	\$1.58/SBC
<input type="checkbox"/> Network Directory: Disbursement of Paper Copies	\$10.00/Provider Directory	\$10.00/Provider Directory	\$10.50/Provider Directory
Online Enrollment Options	<input type="checkbox"/> SEE NOTES		
<input type="checkbox"/> TXHB Online Enrollment Implementation Fee	\$175.00/hour, only if custom programming is required		
<input type="checkbox"/> Online Enrollment Payroll File TXHB can accept a standard 834 file layout with enrollment data.	\$175.00/hour, only if custom programming is required		

	10/01/2025 - 09/30/2026	10/01/2026 - 09/30/2027	10/01/2027 - 09/30/2028
Wellness Options <input type="checkbox"/> SEE NOTES			
<input type="checkbox"/> Worksite Wellness Program (TXHB Standard Program) <ol style="list-style-type: none"> Online portal and mobile app Wellbeing Survey Incentive tracking and fulfillment Online courses in health and wellness Individual challenges Group challenges (4x/year) Communication resources & support Online biometrics tracking Engagement Reporting Incentive check 	\$0.00 PEPM	\$0.00 PEPM	\$0.00 PEPM
<input type="checkbox"/> Customized Wellness Program	Additional fees may apply		
<input type="checkbox"/> Onsite or Virtual Health Checkups (20 participant minimum for onsite) <ul style="list-style-type: none"> <input type="checkbox"/> Onsite Health Screenings <input type="checkbox"/> Virtual Consultations* <input type="checkbox"/> On-demand LabCorp Screenings <i>* In the event a participant cancels a scheduled virtual consultation appointment less than 12 hours before or does not show up for their appointment, the full fee for services would apply.</i>	\$145.00 PPPY \$25.00 PPPY \$110.00 PPPY	\$145.00 PPPY \$25.00 PPPY \$110.00 PPPY	\$145.00 PPPY \$25.00 PPPY \$110.00 PPPY
<input type="checkbox"/> Weight Loss Program	\$38.50/employee/ session (for first 10 weeks) \$25.00/employee/ session (for next 7 weeks)	\$40.43/employee/ session (for first 10 weeks) \$26.25/employee/ session (for next 7 weeks)	\$40.43/employee/ session (for first 10 weeks) \$26.25/employee/ session (for next 7 weeks)
<input checked="" type="checkbox"/> Diabetes and Hypertension Management Programs Diabetes Enrollment and Welcome kit includes cellular connected blood glucose monitor, supplies and program startup materials.	Diabetes: \$65.00 PPPM + \$59.00 upfront for device Hypertension: \$27.00 PPPM + \$65.00 upfront for device	Diabetes: \$65.00 PPPM + \$59.00 upfront for device Hypertension: \$27.00 PPPM + \$65.25 upfront for device	Diabetes: \$65.00 PPPM + \$59.00 upfront for device Hypertension: \$28.35 PPPM + \$68.25 upfront for device
<input type="checkbox"/> Twin Health	\$1,000/Participant plus Claims paid per milestone reached	\$500/Participant plus Claims paid per milestone reached	\$500/Participant plus Claims paid per milestone reached
Reporting <input type="checkbox"/> SEE NOTES			
<input type="checkbox"/> Transparency Requirement under the Consolidation Appropriations Act (No Surprises Bill) – Negotiations and Independent Resolution Process	\$50.00 per Claim that is subject of informal negotiation with a Provider (this fee will be charged in the event the Provider, in its sole discretion, determines that it will not accept the initial payment amount); and An additional \$75.00 per Claim for each IDR where Claim Administrator represents Plan (this fee will be charged in the event the Provider, in its sole discretion, determines that it will initiate IDR after the informal negotiation period); and All costs imposed by the IDR entity or any state, federal or local governmental entity in connection with an IDR.		

	10/01/2025 - 09/30/2026	10/01/2026 - 09/30/2027	10/01/2027 - 09/30/2028
<input type="checkbox"/> Custom Programming: No charge for 16 programming hours per calendar year	\$175.00/programming hour		
<input type="checkbox"/> External Vendor Reporting	Programming Charge of \$175.00/hour		
<input checked="" type="checkbox"/> Accumulator Reconciliation with other Vendors	\$0.42 PEPM plus One-time set up fee of \$2,000	\$0.42 PEPM	\$0.44 PEPM
<input type="checkbox"/> PBM Interface Fee (<i>only applies if not using Navitus</i>) (<i>If not using Navitus, BCBSTX can only integrate with the 4 major PBMs – Prime Therapeutics, OptumRx, CVS and Express Scripts</i>)	\$5,000 Annually	\$5,250 Annually	\$5,250 Annually
FSA/HSA/HRA Administration Options		<input type="checkbox"/> SEE NOTES	
<input type="checkbox"/> Flex Debit Card / One-time group set up fee: \$50.00 <input type="checkbox"/> Premium Only Plan <input type="checkbox"/> Standard Plan with Qualifying Event <input type="checkbox"/> Grace Period Plan (<i>2 month 15 days</i>) with Qualifying Event <input type="checkbox"/> Plan Unreimbursed Medical \$500 carry over with Qualifying Event <input type="checkbox"/> HRA Standard Plan <input type="checkbox"/> HRA Custom Plan <input type="checkbox"/> Alegeus (WealthCare Saver) – HSA Account	\$3.70 PPM	\$3.89 PPM	\$3.89 PPM
Additional Administrative Services/Options		<input type="checkbox"/> SEE NOTES	
<input type="checkbox"/> Benefits Value Advisor	\$2.50 PEPM	\$2.50 PEPM	\$2.50 PEPM
<input type="checkbox"/> Dedicated Benefits Value Advisor	\$4.32 PEPM	\$4.54 PEPM	\$4.54 PEPM
<input type="checkbox"/> Member Rewards Program (<i>with Benefits Value Advisor (BVA)</i>) An engagement and rewards program offered as a buy-up through BCBSTX. The program uses cash rewards to direct members to quality, lower cost options for care. Members can shop and be rewarded for common procedures like MRI, CT scans, and colonoscopies. The program can be accessed online via Blue Access for Members (BAM), or telephonically by calling the BVA.	\$0.45 PEPM	\$0.45 PEPM	\$0.45 PEPM
<input type="checkbox"/> Member Rewards Program (<i>without Benefits Value Advisor (BVA)</i>) An engagement and rewards program offered as a buy-up through BCBSTX. The program uses cash rewards to direct members to quality, lower cost options for care. Members can shop and be rewarded for common procedures like MRI, CT scans, and colonoscopies. The program can be accessed online via Blue Access for Members (BAM), or telephonically by calling the BVA.	\$1.10 PEPM	\$1.10 PEPM	\$1.10 PEPM
<input type="checkbox"/> External Appeal/IRO Referral	\$700.00/Appeal	\$735.00/Appeal	\$735.00/Appeal
<input type="checkbox"/> Post Payment Hospital Bill Audits	Not to exceed 25% of savings		
<input type="checkbox"/> Inpatient Admission Retrospective Review (<i>Done in conjunction with Hospital Bill Audits</i>)	Not to exceed 25% of savings		
<input type="checkbox"/> DRG Validation and Appeals	Not to exceed 25%		
<input checked="" type="checkbox"/> Overpayment Collections (<i>by TXHB</i>)	No charge		

	10/01/2025 - 09/30/2026	10/01/2026 - 09/30/2027	10/01/2027 - 09/30/2028
<input type="checkbox"/> Overpayment Collections (<i>Eligibility Overpayment Recovery through Vendor</i>)	15.5%-25%	15.5%-25%	15.5%-25%
<input type="checkbox"/> COBRA Administration	\$80.00 per Month plus \$10.00 PPPM	\$84.00 per Month plus \$10.00 PPPM	\$84.00 per Month plus \$10.00 PPPM
<input checked="" type="checkbox"/> Subrogation Services	20% of recovery, not to exceed \$30,000 per recovery. Additional fees associated with complex cases and cases involving litigation		
<input checked="" type="checkbox"/> COB Vendor Recoveries (<i>by TXHB</i>)	No charge		
<input type="checkbox"/> COB Vendor Recoveries (<i>by third party law firm</i>)	Not to exceed 25% of recoveries		
<input checked="" type="checkbox"/> Secondary Vendor Recoveries (<i>by TXHB</i>)	No charge		
<input type="checkbox"/> Secondary Vendor Recoveries (<i>by third party law firm</i>)	Not to exceed 25% of recoveries		
<input checked="" type="checkbox"/> Fraud, Waste & Abuse Program	Not to exceed 35% of recoveries		
Broker/Agent <input type="checkbox"/> SEE NOTES			
<input type="checkbox"/> Broker/Agent Fee	\$0.00 <i>NOTE: The Broker/Agent Fee is not included in the Medical Claims Adjudication fee.</i>		
Vision Plan Options: (Fully Insured) <input type="checkbox"/> SEE NOTES			
<div><input type="checkbox"/> Standard Plan<div><div>In-Network</div><div>Annual Eye Exam\$0 Copay</div><div>Frames:\$175 allowance; 20% off balance over \$175</div><div>Contact Lenses (<i>Medically Necessary</i>)Covered in full</div></div></div>	<div><input type="checkbox"/> 100% Participation EE: \$5.58 EE + Sp: \$10.60 EE + Ch: \$11.16 EE + Fm: \$14.22 <input type="checkbox"/> Voluntary Participation EE: \$8.02 EE + Sp: \$15.20 EE + Ch: \$16.02 EE + Fm: \$20.42</div>	<div><input type="checkbox"/> 100% Participation EE: \$5.58 EE + Sp: \$10.60 EE + Ch: \$11.16 EE + Fm: \$14.22 <input type="checkbox"/> Voluntary Participation EE: \$8.02 EE + Sp: \$15.20 EE + Ch: \$16.02 EE + Fm: \$20.42</div>	<div><input type="checkbox"/> 100% Participation EE: \$5.58 EE + Sp: \$10.60 EE + Ch: \$11.16 EE + Fm: \$14.22 <input type="checkbox"/> Voluntary Participation EE: \$8.02 EE + Sp: \$15.20 EE + Ch: \$16.02 EE + Fm: \$20.42</div>
<div><input type="checkbox"/> Premium Plan<div><div>In-Network</div><div>Annual Eye Exam\$0 Copay</div><div>Frames:\$225 allowance; 20% off balance over \$225</div><div>Contact Lenses (<i>Medically Necessary</i>)Covered in full</div></div></div>	<div><input type="checkbox"/> 100% Participation EE: \$9.78 EE + Sp: \$18.56 EE + Ch: \$19.54 EE + Fm: \$24.90 <input type="checkbox"/> Voluntary Participation EE: \$12.58 EE + Sp: \$23.92 EE + Ch: \$25.18 EE + Fm: \$32.10</div>	<div><input type="checkbox"/> 100% Participation EE: \$9.78 EE + Sp: \$18.56 EE + Ch: \$19.54 EE + Fm: \$24.90 <input type="checkbox"/> Voluntary Participation EE: \$12.58 EE + Sp: \$23.92 EE + Ch: \$25.18 EE + Fm: \$32.10</div>	<div><input type="checkbox"/> 100% Participation EE: \$9.78 EE + Sp: \$18.56 EE + Ch: \$19.54 EE + Fm: \$24.90 <input type="checkbox"/> Voluntary Participation EE: \$12.58 EE + Sp: \$23.92 EE + Ch: \$25.18 EE + Fm: \$32.10</div>

NOTES

* *If Employer terminates before the end of this Fee Schedule Period, Employer will be responsible for refunding to TX Health Benefits Pool the full amount of all credits issued and applied.*

ATTACHMENT 3

Plan Administrative Exception Authority

Employer acknowledges that it may designate an individual or more than one individual to make Plan Document Administrative Exceptions on behalf of Employer.

Employer further acknowledges that TX Health Benefits Pool shall not be responsible nor bear any liability for Employer's Plan Document Administrative Exceptions and/or compliance or noncompliance of the Plan(s) with any applicable federal, state, and local laws. Employer shall have the sole responsibility and liability for any and all Plan Document Administrative Exceptions made during the term of this Agreement.

The governing body of Employer designates the following individual(s) authority to make Plan Document Administrative Exceptions:

Individual 1

Name	
Signature	
Date	
Title	
Email	
Phone	

Individual 2

Name	
Signature	
Date	
Title	
Email	
Phone	

ATTACHMENT 4

Reasonable and Customary Reference Options Addendum

Employer Member: City of League City

Effective Date: _____

Employer elects the following percentage of CMS (Medicare) pricing to be used for determining the allowable amount for Out-of-Network services. These elections remain in place until a new Attachment 5 is executed or the Agreement is terminated.

Medical

The allowable amount for all Out-of-Network services will be calculated at 75% of the CMS allowable, except for the following services that may customized by the employer:

Ambulance, Anesthesia, Emergency Room Physician, Lab and Pathology Interpretation, Radiology Interpretation:

- ☐ 75%
- ☐ 90%
- ☐ 100%
- ☐ 150%
- ☐ 200% (Recommended)
- ☐ 300%

Durable Medical Equipment

- ☐ 75%
- ☐ 90%
- ☐ 100%
- ☐ 150%
- ☐ 200% (Recommended)
- ☐ 300%
- ☐ Allow in full

Dental Allowable

The allowable amount for all Out-of-Network dental treatment will be calculated at the following percent of the BCBSTX In-Network Dental Fee Schedule.

<input type="text"/>	U&C 70 th
<input type="text"/>	U&C 75 th
<input type="text"/>	U&C 80 th
<input type="text"/>	U&C 85 th
<input type="text"/>	U&C 90 th
<input type="text"/>	U&C 95 th

Authorized Official Signature:

Title:

Date:

TX Health Benefits Pool Signature:

Title: Executive Director

Date:

Approved as to Form:

By:

ATTACHMENT 5

Subrogation Claim Recovery Services Authorization

Employer hereby acknowledges and agrees that TX Health Benefits Pool, including its contracted vendors and agents for the performance of the Services outlined in Attachment, may, at its election, pursue claims of Employer and/or the Plan, to identify potential subrogation and other party liability claims (hereinafter collectively referred to as “**Claims**”) and to affect recovery of such Claims from a liable party, subject to the following terms and conditions:

1. TX Health Benefits Pool shall have the right to select and retain legal counsel.
2. Employer’s Obligations.
 - a. Employer will authorize TX Health Benefits Pool to access to Employer's paid Claims files and all other documents and bills necessary to pursue recovery of Claims.
 - b. To the extent authorized by law, Employer will indemnify and hold harmless TX Health Benefits Pool from any and all loss, damage and expense resulting from or arising out of the performance by Employer under services outlined in this Attachment or any dishonest, negligent, fraudulent or criminal acts of Employer or Employer's employees, covered dependents, directors, officers or agents, acting alone or in collusion with others, with respect to Employer's claim for amounts due under its right of subrogation.
3. TX Health Benefits Pool’s Obligations.
 - a. TX Health Benefits Pool will review Employer's paid healthcare claims to identify Claims on which Employer may have a subrogation interest.
 - b. TX Health Benefits Pool may investigate Claims at any dollar amount to determine whether another party may be liable for medical expenses paid by Employer.
 - c. TX Health Benefits Pool will pursue Claims where another party is liable for medical expenses and will make every reasonable effort to obtain the best recovery available.
 - d. On each Claim settled, TX Health Benefits Pool will provide a report to Employer of the amount of the settlement, disbursements and fees paid, and the amount to be paid to Employer.
 - e. To the extent requested by Employer, TX Health Benefits Pool will provide reporting to Employer which will itemize all open Claims and the amount of each Claim and all settled claims and the amount of the settlement.
 - f. To the extent requested by Employer, TX Health Benefits Pool, through legal counsel, will provide advice to Employer on subrogation and related recovery matters.
 - g. To the extent authorized by law, TX Health Benefits Pool will indemnify and hold harmless Employer from any and all loss, damage and expense resulting from or arising out of the performance by TX Health Benefits Pool under services outlined in this Attachment or any dishonest, negligent, fraudulent or criminal

acts of TX Health Benefits Pool or TX Health Benefits Pool's employees, directors, officers or agents, acting alone or in collusion with others.

- h. TX Health Benefits Pool will promptly respond to reasonable requests made by Employer regarding the modification of its subrogation practices and procedures and other related matters raised by Employer.
- i. TX Health Benefits Pool will maintain strict confidentiality with regard to any and all information, contract and other documents provided to it by Employer pursuant to services outlined in this Attachment. Additionally, TX Health Benefits Pool will maintain strict confidentiality with respect to any and all information and other documents discovered by TX Health Benefits Pool which pertain to Employer while in pursuit of Employer's Claims. TX Health Benefits Pool will use such information, contracts and other documents solely for the purpose of fulfilling its obligations under services outlined in this Attachment. TX Health Benefits Pool will not disclose such information to anyone other than Employer, its employees and those parties with whom TX Health Benefits Pool must communicate in the normal course of business. Said disclosures will only be to the extent necessary for TX Health Benefits Pool to fulfill its obligations under services outlined in this Attachment.
- j. TX Health Benefits Pool may delegate its rights and obligations described herein to a third-party subrogation vendor of its choosing.

4. Respective Rights.

- a. Subject to Subsection d. in this Section 4, Employer authorizes TX Health Benefits Pool through its attorneys to use its judgment to settle on the best terms available on each Claim.
- b. In order to finalize any settlement, Employer authorizes TX Health Benefits Pool and/or TX Health Benefits Pool's attorneys to sign, as Employer's agent on releases, settlement checks and agreements to release related to the Claims.
- c. Employer authorizes TX Health Benefits Pool, as its agent for pursuit of Claims, to communicate with its employees or any other party necessary to affect settlement of a Claim.
- d. Employer will have final decision-making authority on any subrogation issue(s) which may arise, prior to TX Health Benefits Pool taking any actions regarding such issue(s), especially concerning:
 - Whether to initiate litigation; and
 - Whether to sue an Employer plan participant.
- e. On Claims where TX Health Benefits Pool believes there is no third party liable or, in TX Health Benefits Pool's opinion, the circumstances make it inadvisable to pursue recovery, Employer will not require TX Health Benefits Pool to continue its pursuit of said recovery. However, Employer may elect to pursue the matter on its own behalf. In such case, TX Health Benefits Pool will not be responsible for any of Employer's attorneys fees or costs.

5. Subrogation Claim Recovery Services Fees

- a. TX Health Benefits Pool's fee is reflected in the Schedule of Fees attached to this Agreement. All recovery checks will be issued to Employer with closing sheets and an invoice on a monthly basis.

6. Term and Termination of Authorization for Subrogation Claim Recovery Services

- a. The initial term of authorization for Subrogation Claim Recovery Services shall coincide with the term of the Administrative Services Agreement between Employer and TX Health Benefits Pool. The authorization of Services provided under this Attachment may be terminated by either Party providing written notice of such termination at least ninety (90) days prior to the end of the Term. If no such notice is given, the authorization for services outlined in this Attachment will renew annually thereafter for consecutive terms of one year each (each, a "**Renewal Term**" and together with the Initial Term, referred to herein as the "**Term**" for the purposes of the services outlined in this Attachment).
- b. Upon termination of this Agreement, TX Health Benefits Pool shall continue to handle those Claims which are active/pending as of the notice date of termination and Employer will continue to support TX Health Benefits Pool's recovery efforts after said termination relating to such aforementioned Claims.
- c. Notwithstanding the above, either Party may terminate authorization for Subrogation Claim Recovery Services during the Term and thereafter upon thirty (30) days prior written notice:
 - (i) if the other Party materially breaches this authorization and such breach is not cured within such thirty (30) day period, or
 - (ii) upon any breach by TX Health Benefits Pool of the provisions of Section 7 (Data Security) below.

7. Data Security

- a. "**Personal Information**" means for the purposes of this Attachment, information provided to TX Health Benefits Pool by or at the direction of Employer, information which is created or obtained by TX Health Benefits Pool on behalf of Employer, or information to which access was provided to TX Health Benefits Pool by or at the direction of Employer, in the course of TX Health Benefits Pool's performance under this Attachment that either individually or when combined with other information, identifies or can be used to identify or authenticate an individual, including but not limited to name; signature; address; telephone number; e-mail address; date of birth; government-issued identification number, including Social Security number, driver's license number, government passport number or alien registration number, military or state identification number; all human resource information, including employee identification numbers, salary information, performance history, benefits plan information; personal financial information, such as bank account numbers, credit or debit card numbers, and credit report information; student information; biometric, health, genetic, medical, or medical insurance data; user identification and account access credentials or passwords; answers to security questions; and other personal identifiers.
- b. TX Health Benefits Pool acknowledges and agrees that, in the course of its

authorization by Employer, TX Health Benefits Pool may create, receive, or have access to Personal Information. TX Health Benefits Pool shall comply with the terms and conditions set forth in this Attachment in its creation, collection, receipt, transmission, storage, disposal, use, and disclosure of such Personal Information by Employer and be responsible for any unauthorized creation, collection, receipt, transmission, access, storage, disposal, use, or disclosure of Personal Information under its control or in its possession.

- c. TX Health Benefits Pool agrees and covenants that it shall:
 - keep and maintain all Personal Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use, or disclosure;
 - not create, collect, receive, access, or use Personal Information in violation of law;
- d. TX Health Benefits Pool represents and warrants that its creation, collection, receipt, access, use, storage, disposal, and disclosure of Personal Information does and will comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations and directives, including, without limitation, state data protection and breach notification laws and HIPAA. TX Health Benefits Pool shall implement and maintain a written information security program including appropriate policies, procedures, and risk assessments that are reviewed at least annually.
- e. Any and all information, documents, communications or correspondence provided to or obtained by attorneys from either party, as well as communications, correspondence, conclusions and reports by or between attorneys and either party, shall be and are intended to remain privileged and confidential. Each party intends that the attorney-client and work product privileges shall apply to all information, documents, communications, correspondence, conclusions and reports to the full extent allowed by state or federal law. TX Health Benefits Pool shall be permitted to make such disclosures of such privileged and confidential information to law enforcement authorities as it deems necessary or appropriate in its sole discretion.

Benefit Program Application ("ASO BPA")

Application to Administrative Services Only (ASO) Group Accounts

administered by Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation,
a Mutual Legal Reserve Company, hereinafter referred to as the "Claim Administrator" or "BCBSTX"

Group Status: New ASO Account

Employer Account Number (6-digits): xxxxxx

Group Number(s): All

Section Number(s): All

Legal Employer Name: [Name of Entity] (TXHB)

(Specify the Employer or the employee trust applying for coverage. Names of subsidiary or affiliated companies to be covered must also be named below. AN EMPLOYEE BENEFIT PLAN MAY NOT BE NAMED)

ERISA Regulated Group Health Plan*: ☐ Yes ☒ No

Is your ERISA Plan Year* a period of 12 months beginning on the Effective Date of Coverage specified below? ☐ Yes

If not, please specify your ERISA Plan Year*: Beginning Date xx/___/___ End Date ___/___/___ (month/day/year)

ERISA Plan Administrator*: _____

Plan Administrator's Address: _____

If you maintain that ERISA is not applicable to your group health plan, give legal reason for exemption:

Non-Federal Governmental Plan (Public Entity) ; if applicable, specify other: _____

Is your Non-ERISA Plan Year* a period of 12 months beginning on the Anniversary Date specified below? ☒ Yes

If not, please specify your Non-ERISA Plan Year*: Beginning Date ___/___/___ End Date ___/___/___ (month/day/year)

For more information regarding ERISA, contact your Legal Advisor.

*All as defined by ERISA and/or other applicable law/regulations

Effective Date of Coverage: (Month/day/Year) xx / 01 / 202x

Anniversary Date: (Month/Day/Year) xx / 01 / 202x

Account Information

☐ NO CHANGES

☐ SEE ADDITIONAL PROVISIONS

Standard Industry Code (SIC): _____

Employer Identification Number (EIN): 46-3158991

Address: 1821 Rutherford Lane, Ste 300

City: Austin

State: TX

ZIP: 78754

Administrative Contact: Julie Sullivan

Title: TPA Program Manager

Email Address: Julie.Sullivan@tmlhb.org

Phone Number: 512-719-8338

Fax Number: 512-719-8338

☐ Mailing address is different from primary address

Mailing Address: _____

City: _____

State: _____

ZIP: _____

Mailing Contact: _____

Title: _____

Email Address: _____

Phone Number: _____

Fax Number: _____

☐ Billing address is different from primary address

Billing Address: _____

City: _____

State: _____

ZIP: _____

Billing Contact: _____

Title: _____

Email Address: _____

Phone Number: _____

Fax Number: _____

Wholly Owned Subsidiaries to be covered: _____

Affiliated Companies to be covered: _____

Employer Identification Number (EIN): _____

Proprietary and Confidential Information of Claim Administrator

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

(If Subsidiaries or Affiliated Companies listed above are to be covered, Employer hereby confirms that Employer and the listed Subsidiaries and/or Affiliates are treated as a single employer under Internal Revenue Code Section 414(b), (c) or (m).)

Subsidiary / Affiliate Address: _____

City: _____

State: _____

ZIP: _____

Subsidiary / Affiliate Contact: _____

Title: _____

Email Address: _____

Phone Number: _____

Fax Number: _____

Blue Access for Employers (BAE) Contact: Julie Sullivan

Title: TPA Program Manager

(The BAE Contact is the Employee authorized by the Employer to access and maintain the Employer's account in BAE.)

Email Address: _____

Phone Number: _____

Fax Number: _____

☒ The Employer or other company listed in this BPA is a public Entity or governmental agency/contractor

Producer of Record

☐ NO CHANGES

☐ SEE ADDITIONAL PROVISIONS

Effective: _____

If applicable, the below-named producer(s) or agency(ies) is/are recognized as the Employer's Producer of Record (POR) to act as representative in negotiations with and to receive commissions from Blue Cross and Blue Shield of Texas, or Claim Administrator's corporate subsidiaries, as applicable, for procuring Claim Administrator's claims administration services Employer's employee benefit program(s). This statement rescinds any and all previous POR appointments for the Employer. The POR is authorized to perform membership transactions on behalf of the Employer. This appointment will remain in effect until withdrawn or superseded in writing by Employer.

Producer or Agency to whom commissions are to be paid*: _____

Texas Producer #: _____

NPN: _____

Address: _____

City: _____

State: _____

ZIP: _____

Phone: _____

Fax: _____

Email: _____

Is Producer/Agency appointed with BCBSTX in Texas? ☐ Yes ☐ No General Agent? ☐ Yes ☐ No

Affiliated with General Agent? ☐ Yes ☐ No

Is there a secondary Producer or Agency to whom commissions are to be paid? ☐ Yes ☐ No

If Yes, Producer or Agency to whom commissions are to be paid*:** _____

Texas Producer #: _____

NPN: _____

Address: _____

City: _____

State: _____

ZIP: _____

Phone: _____

Fax: _____

Email: _____

Is Producer/Agency appointed with BCBSTX in Texas? ☐ Yes ☐ No General Agent? ☐ Yes ☐ No

Commissions:

☐ PCPM \$ Does a Monthly Cap Apply ☐ Yes ☐ No \$ (If cap is annual, divide by twelve)

☐ Flat \$ Does a Monthly Cap Apply ☐ Yes ☐ No \$ (If cap is annual, divide by twelve)

☐ Percentage of Stop Loss: %

ADDITIONAL COMMISSIONS: _____

Affiliated with General Agent? ☐ Yes ☐ No

If commission split**, designate percentage for each producer/agency (total commissions paid must equal 100%):

Producer /Agency 1: _____%

Producer /Agency 2: _____%

Multiple Location Agency(ies): If servicing agency is not listed above as primary or secondary Producer or Agency above, specify location below:

* The Producer or agency name(s) above to whom commissions are to be paid must exactly match the name(s) on the appointment application(s).

Proprietary and Confidential Information of Claim Administrator

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

** If commissions are split, please provide the information requested above on both producers/agencies. **Both** must be appointed to do business with BCBSTX in Texas.

Schedule of Eligibility

☐ NO CHANGES

☐ SEE ADDITIONAL PROVISIONS

Employer has made the following eligibility decisions:

1. Eligible Person means:

- ☒ A full-time employee of the Employer.
- ☐ A full-time employee of the Employer who is a member of: _____ (name of union)
- ☐ A part-time employee of the Employer.
- ☐ A retiree of the Employer. Define criteria: _____
- ☐ Other:

Are any classes of employees to be excluded from coverage? ☐ Yes ☒ No

If yes, please identify the classes and describe the exclusion: _____

2. Employee definition:

Full-Time Employee means:

- ☐ A person who is regularly scheduled to work a minimum of _____ hours per week and who is on the permanent payroll of the Employer.
- ☒ Other: Defined by account

Part-Time Employee means:

- ☐ A person who is regularly scheduled to work a minimum of _____ hours per week and who is on the permanent payroll of the Employer.
- ☒ Other: Defined by account

3. The Effective Date of termination for a person who ceases to meet the definition of Eligible Person:

- ☐ The date such person ceases to meet the definition of Eligible Person.
- ☐ The last day of the calendar month in which such person ceases to meet the definition of an Eligible Person.
- ☒ Other: Defined by account

4. Select an effective date rule for a person who becomes an Eligible Person after the Effective Date of the Employer's health care plan (The effective date must not be later than the 91st calendar day after the date that a newly eligible person becomes eligible for coverage, unless otherwise permitted by applicable law).

- ☐ The date of employment.
- ☐ The _____ day of employment.
- ☐ The _____ day of the month following _____ month(s) of employment.
- ☐ The _____ day of the month following _____ days of employment.
- ☐ The _____ day of the month following the date of employment.
- ☒ Other: Defined by account

Is the waiting period requirement to be waived on initial group enrollment? ☐ Yes ☐ No

Are there multiple new hire waiting periods? ☐ Yes ☐ No

If yes, please attach eligibility and contribution details for each section.

5. Domestic partners covered: ☐ Yes ☐ No

If yes, a domestic partner is eligible to enroll for coverage.

If yes, are domestic partners eligible for continuation of coverage? ☐ Yes ☐ No

If yes, are dependents of domestic partners eligible to enroll for coverage? ☐ Yes ☐ No

If yes, are dependents of domestic partners eligible for continuation of coverage? ☐ Yes ☐ No

The Employer is responsible for providing notice of possible tax implications to those Covered Employees with coverage for domestic partners.

Proprietary and Confidential Information of Claim Administrator

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

6. **Are unmarried grandchildren eligible for coverage?** ☐ No ☐ Yes (answer the question below)
Must the grandchild be dependent on the employee for federal income tax purposes at the time application is made? ☐ Yes ☐ No
7. **Limiting Age for covered children:** Twenty-six (26) years, regardless of presence or absence of a child's financial dependency, residency, student status, employment status, marital status, eligibility for other coverage, or any combination of those factors. Other:
8. **Termination of coverage upon reaching the Limiting Age:**
☐ The last day of coverage is the day prior to the birthday.
☐ The last day of coverage is the last day of the month in which the limiting age is reached.
☐ The last day of coverage is the last day of the billing month.
☐ The last day of coverage is the last day of the year (12/31) in which the limiting age is reached.
☐ The last day of coverage is the day prior to the Employer's Anniversary Date.
Automatically cancel dependents when they reach the day their coverage terminates? ☐ Yes ☐ No
Will coverage for a child who is medically certified as disabled and dependent on the employee terminate upon reaching the Limiting Age even if the child continues to be both disabled and dependent on the employee?
☐ Yes ☐ No
However, such coverage shall be extended in accordance with any applicable federal or state law. The Employer will notify BCBSTX of such requirements.
9. **Disabled dependent:** A dependent child who is medically certified as disabled and dependent upon the Employee or his/her spouse is eligible to continue coverage beyond the limiting age.
Select the applicable coverage options.
Standard:
☐ A disabled dependent is eligible to continue coverage beyond the limiting age, provided the disability began before the child attained the age of 26 or other age permitted by law.
☐ A disabled dependent is eligible to add coverage beyond the limiting age, provided the disability began before the child attained the age of 26 or other age permitted by law, and proof of prior coverage as a disabled dependent is provided.
Custom select options that apply:
☐ The disability must have begun before the child attained the age of 26 or the other age permitted by law.
☐ All disabled dependents are covered regardless of when the disability began.
☐ When adding coverage, proof of prior coverage as a disabled dependent is ☐ required ☐ not required
☐ Other: Defined by Group
Administration of disabled dependent certification review:
☐ BCBSTX administered (a disabled dependent certification form must be submitted to BCBS)
☐ Account/vendor administered (there are no disabled dependent certification form requirements)
If BCBSTX, select administration options:
☐ Utilize BCBSTX disabled dependent certification forms.
☐ Utilize other/custom disabled dependent certification forms.
☐ A disabled dependent approved certification from a prior insurance carrier is ☐ allowed ☐ not allowed
☐ A disabled dependent approved certification from a prior BCBSTX policy is ☐ allowed ☐ not allowed
10. Will extension of benefits due to temporary layoff, disability or leave of absence apply?
☐ Yes (specify number of days below) ☐ No
Temporary Layoff: days Disability: days Leave of Absence: days
However, benefits shall be extended for the duration of an Eligible Person's leave in accordance with any applicable federal or state law. TXHB will notify BCBSTX of such requirements.

11. Enrollment:

Special Enrollment: An Eligible Person may apply for coverage, family coverage or add dependents within thirty-one (31) days of a Special Enrollment qualifying event if he/she did not previously apply prior to his/her Eligibility Date or when otherwise eligible to do so. Such person's Coverage Date, family Coverage Date, and/or dependent's Coverage Date will be the effective date of the qualifying event or, in the event of Special Enrollment due to marriage or termination of previous coverage, then no later than the first day of the Plan Month following the date of receipt of the person's application of coverage.

An Eligible Person may apply for coverage within sixty (60) days of a Special Enrollment qualifying event in the case either of a loss of coverage under Medicaid or a state Children's Health Insurance program, or eligibility for group coverage where the Eligible Person is deemed qualified for group coverage assistance under a state Medicaid or CHIP premium assistance program.

Open Enrollment: An Eligible Person may apply for coverage, family coverage or add dependents if he/she did not apply prior to his/her Eligibility Date or did not apply when otherwise eligible to do so, during the Employer's annual Open Enrollment Period. Such person's Coverage Date, family Coverage Date, and/or dependent's Coverage Date will be a date mutually agreed to by the Claim Administrator and the **TXHB**. Such date shall be subsequent to the Open Enrollment Period. Specify Open Enrollment Period: Varies

Late Enrollment: An Eligible Person may apply for coverage, family coverage or add dependents if he/she did not apply prior to his/her Eligibility Date or did not apply when otherwise eligible to do so. Such person's Coverage Date, family Coverage Date, and/or dependent's Coverage Date will be a date mutually agreed to by the Claim Administrator and the **TXHB**.

Select one of the provisions below:

- ☒ Open Enrollment – Late applicants may only apply during Open Enrollment.
☐ Late Entrant – Late applicants may apply at any time – coverage effective date is determined by the receipt date and allowed rules governing off-cycle enrollments.

12. * Does COBRA Auto Cancel apply? ☐ Yes ☒ No

Member's COBRA/Continuation of coverage will be automatically cancelled at the end of the member's eligibility period.

**Not recommended for accounts with automated eligibility*

CURRENT ELIGIBILITY INFORMATION

☐ NO CHANGES ☐ Current number of Employees enrolled _____ ☒ SEE ADDITIONAL PROVISIONS

Current Employee Eligibility Information only applies to new accounts. If your account is renewing, please just indicate the current number of enrolled employees (above).

Total number of Employees/Subscribers:

1. on payroll _____
2. total number of employees presently eligible for coverage _____
3. on COBRA continuation coverage _____
4. with retiree coverage (if applicable) _____
5. who work part-time _____
6. serving the new hire waiting period _____
7. declining because of other group coverage (e.g., other commercial group coverage, Medicare, Medicaid, TRICARE/Champus) _____
8. declining coverage (not covered elsewhere) _____

Proprietary and Confidential Information of Claim Administrator

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

Lines of Business (Check all applicable services)☐ **NO CHANGES**☐ **See Additional Provisions****Medical Plan Services:**☒ PPO: Plan Name: Many

Plan Name: _____

Plan Name: _____

Plan Name: _____

Plan Name: _____

☒ HMO: Plan Name: _____☐ Prescription Drug Option:

Select From List

☐ No Prescription Drug Option☐ EPO: Plan Name: _____☐ POS: Plan Name: _____**Additional Services:**☐ Wellbeing Management☐ Wellness Incentives☐ Health Advocacy Solutions☐ Mercer Health Advantage☐ Custom Care Management Unit☐ Blue DirectionsSM (Private Exchange) (If selected, the Blue Directions Addendum must be attached and made a part of the parties' Administrative Services Agreement.)☐ In-Hospital Indemnity (IHI)☐ Limited Fiduciary Services for Claims and Appeals☐ Other Select Product☐ Other Select Product☐ Other Select Product☐ Other Select Product☐ Other☐ Other**Consumer Driven Health Plan (BlueEdge)**☐ HCA, (if selected, complete separate HCA Benefit Program Application)☐ HSA, (if selected, provide HSA Administrator or trustee name: Other)☐ FSA (vendor: Other)**Traditional Coverage:**☐ Out-of-Area (Indemnity)☐ Benefit Offering**Prescription Drugs:**☐ (If selected, the PBM Fee Schedule Addendum must be attached and is part of this BPA.)**Pharmacy Network (Select one):**☐ Traditional Select Network☐ Advantage Network☐ Preferred Network☐ Elite Network☐ Network on PBM Fee Schedule Addendum☐ Other (please specify):

Drug List: Select Drug List

Other (please specify):

PPO/HSA Preventive Drug List:

Please specify: Select Option

Other Rx programs:

Please specify: Select Program

Ancillary Services:☐ Vision Plan Services☐ Stop Loss Coverage (If selected, complete separate Stop Loss exhibit)☐ Life or Disability Insurance provided by separate carrier (If selected, complete separate Life application)☐ COBRA Administrative Services (If selected, complete separate COBRA Administrative Services)☐ Dental Plan ServicesPlan Name: Many Employer-paidPlan Name: Many Voluntary

Plan Name: _____ Select From List

Plan Name: _____ Select From List

Mercer Health Advantage is offered by Mercer, an independent company, and is administered by Blue Cross and Blue Shield of Texas.

Proprietary and Confidential Information of Claim Administrator**Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.**

FEE SCHEDULE

TXHB shall pay amounts Claim Administrator bills to the **TXHB** for benefit claims administered on Employer's behalf as well as administrative fees as set forth in the Administrative Services Agreement, Exhibit 2 – Attachment A, Fee Schedule, and restated below in pertinent part.

Payment Specifications

☐ NO CHANGES

☐ SEE ADDITIONAL PROVISIONS

Employer Payment Method: ☐ Online Bill Pay ☒ Electronic ☐ Auto Debit ☐ Check

Employer Payment Period: ☐ Weekly (cannot be selected if Check is selected as payment method above)

☐ Semi Monthly (cannot be selected if Check is selected as payment method above)

☒ Monthly

Claim Settlement Period: ☒ Monthly

Run-Off Period: Employer Payments are to be made for 12 months following the end of the Fee Schedule Period. Standard is twelve (12) months.

Fee Schedule Period: To begin on Effective Date of Coverage and continue for 12 months. If other than 12 months, please specify: 16 Months.

Administrative Per Employee per Month (PEPM) Charges

☐ NO CHANGES

☐ SEE ADDITIONAL PROVISIONS

	xx/01/202x	xx/01/202x	xx/01/202x	xx/01/202x
Administrative Fee	\$ _____	\$ _____	\$ _____	\$ _____
Dental	\$ _____	\$ _____	\$ _____	\$ _____
Limited Fiduciary Services	\$ _____	\$ _____	\$ _____	\$ _____
Medical Rebate Credit	\$ _____	\$ _____	\$ _____	\$ _____
*Rebate Credit for the Prescription Drug Program	\$ _____	\$ _____	\$ _____	\$ _____
Outpatient Imaging Management Services	\$ _____	\$ _____	\$ _____	\$ _____
Management of the Virtual Visits Program	\$ _____	\$ _____	\$ _____	\$ _____
Wellbeing Management	\$ _____	\$ _____	\$ _____	\$ _____
Health Advocacy Solutions	\$ _____	\$ _____	\$ _____	\$ _____
Commissions: _____ Defined by account	\$ _____	\$ _____	\$ _____	\$ _____
Commissions: _____	\$ _____	\$ _____	\$ _____	\$ _____
Commissions: _____	\$ _____	\$ _____	\$ _____	\$ _____
Other: Other Services List Service: <u>BVA</u>	\$ _____	\$ _____	\$ _____	\$ _____
Other: Other Services List Service: <u>Expanded UM</u>	\$ _____	\$ _____	\$ _____	\$ _____
Other: Data Exchange List Service: <u>Shared Accums</u>	\$ _____	\$ _____	\$ _____	\$ _____
Miscellaneous: <u>NOTE: Additional information and details found in Exhibit 2, Attachment A - Fee Schedule, attached to the ASA.</u>	\$ _____	\$ _____	\$ _____	\$ _____
Miscellaneous: _____	\$ _____	\$ _____	\$ _____	\$ _____

Proprietary and Confidential Information of Claim Administrator

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

	Total	\$ _____	\$ _____	\$ _____	\$ _____
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*The Rebate Credit is a per Covered Employee per month credit applied to the monthly billing statement. **TXHB** and Claim Administrator have agreed to the Rebate Credit. **TXHB** represents that Employer has agreed in a separate agreement between **TXHB** and Employer that the Employer's group health plan shall have no right to, or legal interest in, any portion of the rebates, either under the pharmacy benefit or the medical benefit, actually provided by the Pharmacy Benefit Manager ("PBM") or a pharmaceutical manufacturer to Claim Administrator and consents to Claim Administrator's retention of all such rebates. The Rebate Credit will be provided from Claim Administrator's own assets and may or may not equal the entire amount of rebates actually provided to Claim Administrator by the PBM or expected to be provided. Rebate Credits shall not continue after termination of the Prescription Drug Program. **TXHB** agrees that any Rebate Credit provision in the governing Administrative Services Agreement to the contrary is hereby superseded.

Administrative Line Item Charges	Frequency	Amount
Other: Data Exchange List Service: _____	Select Billing Frequency If applicable, describe other: _____	\$ <u>Outlined in Fee Exhibit in ASA</u>
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____	\$ _____
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____	\$ _____
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____	\$ _____
Miscellaneous: _____	Select Billing Frequency If applicable, describe other: _____	\$ _____
Miscellaneous: _____	Select Billing Frequency If applicable, describe other: _____	\$ _____
Total:		\$ _____

Other Service and/or Program Fee(s) <input type="checkbox"/> NO CHANGES <input type="checkbox"/> SEE ADDITIONAL PROVISIONS
Not applicable to Grandfathered Plans External Review Coordination: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes</i> , coordination fee: \$700 for each external review requested by a Covered Person that the Claim Administrator coordinates for the TXHB in relation to the Employer's Plan. Employer elects for external reviews to be performed under the Affordable Care Act external review process.
Reimbursement Service: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes:</i> It is understood and agreed that in the event Claim Administrator makes a recovery on a third-party liability claim, Claim Administrator will retain 25% of any recovered amounts other than recovery amounts received as a result of or associated with any Workers' Compensation Law.
Third-Party Recovery Vendors and Law Firms Provisions (other than Reimbursement Services): <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No TXHB will pay no more than 25% of any recovered amount made by Claim Administrator's Third-Party Recovery Vendor or up to 25% of any recovered amount will be deducted from the amount distributed according to established allocation processes. TXHB will pay no more than 35% of any recovered amount made by Claim Administrator's third-party law firm or up to 35% of any recovered amount will be deducted from the amount distributed according to established allocation processes.
Alternative Compensation Arrangements: TXHB acknowledges and agrees that Claim Administrator has Alternative Compensation Arrangements with contracted providers, including but not limited to Accountable Care Organizations and other Value Based Programs. Further information concerning TXHB's payment for covered services under such Arrangements is described in the Administrative Services Agreement between the Claim Administrator and the TXHB .

Proprietary and Confidential Information of Claim Administrator
 Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

Virtual Visits Program: ☒ Yes ☐ No If yes, Covered Persons would be able to obtain certain Covered Services remotely via interactive video and/or interactive audio/video (where available) capability from Virtual Visits powered by MDLIVE.

Termination Administrative Charges

As applies to the Run-Off Period indicated in the Payment Specifications section above:

The Termination Administrative Charge applicable to the Run-Off Period shall be equal to the sum of the amounts obtained by multiplying the total number of Covered Employees by category (*per Covered Employee per individual or family composite*) during the three (3) months immediately preceding the date of termination by the appropriate factors shown below.

Service				
Medical Run-off Administration Charge	\$_____	\$_____	\$_____	\$_____
Dental Run-off Administration Charge	\$_____	\$_____	\$_____	\$_____
Miscellaneous	\$_____	\$_____	\$_____	\$_____
Miscellaneous	\$_____	\$_____	\$_____	\$_____
Total:	\$_____	\$_____	\$_____	\$_____

Other Provisions

☐ NO CHANGES

☐ SEE ADDITIONAL PROVISIONS

1. Summary of Benefits & Coverage:

- a. Will Claim Administrator create Summary of Benefits and Coverage (SBC)?
- ☐ Yes. (Please answer question b. The SBC Addendum is attached.)
- ☒ No. (If No, then skip question b and refer to the Administrative Services Agreement for further information.)
- b. Will Claim Administrator distribute the (SBC) to Covered Persons?
- ☐ No. Claim Administrator will create SBC (only for benefits Claim Administrator administers under the Agreement) and provide SBC to TXHB in electronic format. Employer will then distribute SBC to Covered Persons (or hire a third party to distribute) as required by law.
- ☐ Yes. Claim Administrator will create SBC (only for benefits Claim Administrator administers under the Agreement) and provide SBC to TXHB in electronic format. Employer will then distribute to Covered Persons as required by law, except that Claim Administrator will send the SBC in response to any request received directly from Covered Persons.
- ☐ Yes. Claim Administrator will create SBC (only for benefits Claim Administrator administers under the Agreement) and distribute SBC to plan participants and beneficiaries via regular hardcopy mail or electronically. Distribution Fee for hardcopy mail is \$1.50 per package. The distribution fee will not apply to SBCs that Claim Administrator sends in response to any request received directly from a Covered Person.

2. Massachusetts Health Care Reform Act:

Does the TXHB direct Claim Administrator to provide written statements of creditable coverage to Employer's Covered Employees who reside, or have enrolled dependents who reside, in Massachusetts and file electronic reports to the Massachusetts Department of Revenue in a manner consistent with the requirements under the Massachusetts Health Care Reform Act? ☒ Yes ☐ No

If no: The TXHB acknowledges it will provide written statements and electronic reporting to the Massachusetts Department of Revenue if required by the Massachusetts Health Care Reform Act.

3. Alternative Care Management Program (applicable to the purchased medical management program):

☒ Yes ☐ No

The undersigned representative authorizes provision of alternative benefits for services rendered to Covered Persons for Utilization Management, Case Management, including but not limited to Behavioral Health, and other health care management programs.

4. **Prior Authorization** (applicable to the purchased medical management program): **TXHB** acknowledges and agrees to utilize Claim Administrator's standard list of services and supplies for which pre-notification or preauthorization is required: ☒ Yes ☐ No

Proprietary and Confidential Information of Claim Administrator

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

If no, TXHB authorizes Claim Administrator to post TXHB's pre-notification or preauthorization requirements on Claim Administrator's Website: ☐ Yes ☐ No

5. Essential Health Benefits ("EHB") Election:

TXHB elects EHBs based on the following:

1. ☒ EHBs based on a Claim Administrator state benchmark:
☐ Illinois ☐ Montana ☐ New Mexico ☐ Oklahoma ☒ Texas
2. ☐ EHBs based on benchmark of a state other than IL, MT, NM, OK and TX
If so, indicate the state's benchmark that TXHB elects: _____
3. ☐ Other EHB, as determined by TXHB

In the absence of an affirmative selection by TXHB of its EHBs, then TXHB is deemed to have elected the EHBs based on the Texas benchmark plan.

6. Employer contribution:

Employer Contribution – Medical	Employer Contribution – Dental
_____ % of Employee's premium, or \$ _____	_____ % of Employee's premium, or \$ _____
_____ % of Dependent's premium, or \$ _____	_____ % of Dependent's premium, or \$ _____

Comments: Varies

7. This ASO BPA is binding on Claim Administrator and TXHB and is incorporated into and made a part of the Administrative Services Agreement between the parties with both such documents to be referred to collectively as the "Agreement" unless specified otherwise. TXHB represents that Employer has agreed in a separate agreement between TXHB and Employer that TX Health Benefits Pool is authorized to agree to the terms of this ASO BPA on its behalf. The parties agree that a copy of said acknowledgment shall be provided to Claim Administrator prior to the commencement of services under this BPA.

8. Producer/Consultant Compensation:

The TXHB acknowledges that if any POR acts on the Employer's behalf for purposes of purchasing services in connection with the Employer's Plan under the Administrative Services Agreement between TXHB and Claim Administrator to which this ASO BPA is attached, the Claim Administrator may pay the POR a commission and/or other compensation in connection with such services under the Agreement. If the Employer or TXHB desires additional information regarding commissions and/or other compensation paid to the POR by the Claim Administrator in connection with services under the Administrative Services Agreement between TXHB and Claim Administrator, the TXHB or Employer should contact its POR.

Additional Provisions: This account is part of TX Health Benefits Pool, account # 302865.

Plan design information will be documented and maintained on a separate form with the rest of the account.

Tiering of ASO fee applies for medial and dental depending on contract count. Rates listed are for contract count between

20,000-24,999. Fee exhibit attached to ASA has details.

Credit will be given for Benefit Value Advisor, Virtual Visit Program and Expanded UM in first 3-4 years of contract. Fee exhibit attached to ASA has details.

Proprietary and Confidential Information of Claim Administrator

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

All products and rates for TXHB are listed on this BPA, whether this Independent group elects the services.
Account specific elections will be documented outside of this BPA.

I UNDERSTAND AND AGREE THAT:

1. **Only complete for new accounts:** Receipt by BCBSTX of the advance administrative fee (where applicable), in the amount of \$0.00, and completed enrollment forms does not constitute approval and acceptance by the BCBSTX Home Office.

Signature

Proprietary and Confidential Information of Claim Administrator

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

Sales Representative	
District	Phone & FAX Numbers
Producer Representative	
Producer Firm	
Producer Address	
Producer Phone & FAX Numbers	
Producer Email Address	
Tax I.D. No.	

Signature of Authorized Purchaser
Print Name
Title
Date

Attachment 6
Sample Only

PROXY

The undersigned hereby appoints the Board of Directors of Health Care Service Corporation, a Mutual Legal Reserve Company, or any successor thereof ("HCSC"), with full power of substitution, and such persons as the Board of Directors may designate by resolution, as the undersigned's proxy to act on behalf of the undersigned at all meetings of members of HCSC (and at all meetings of members of any successor of HCSC) and any adjournments thereof, with full power to vote on behalf of the undersigned on all matters that may come before any such meeting and any adjournment thereof. The annual meeting of members is scheduled to be held each year in the HCSC corporate headquarters on the last Tuesday of October at 12:30 p.m. Special meetings of members may be called pursuant to notice provided to the member

Proprietary and Confidential Information of Claim Administrator
Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

not less than thirty (30) nor more than sixty (60) days prior to such meetings. This proxy shall remain in effect until either revoked in writing by the undersigned at least twenty (20) days prior to any meeting of members or by attending and voting in person at any annual or special meeting of members.

From time to time, HCSC pays indemnification or advances expenses to its directors, officers, employees or agents consistent with HCSC's bylaws then in force and as otherwise required by applicable law.

Language adjustment needed to reflect TXHB as the signer.

Group No.: _____ By: _____
_____ Print Signer's Name Here
➔ _____
_____ Signature and Title

Group Name: _____

Address: _____

City: _____ State: _____ ZIP: _____

Dated this _____ day of _____
_____ Month Year

Attachment 6
Sample Only

ATTACHMENT 7

HIPAA Privacy Authorization Addendum

Member Name: _____

Benefit Coordinator: _____

Access to Protected Health Information

Certain employees and Business Associates will need access to Protected Health Information to administer your employee health plan. TX Health Benefits Pool will release Protected Health Information to employees and Business Associates only in accordance with HIPAA and if authorized by the above-listed contact. All requests to add or remove access to Protected Health Information must be made by the above-listed contact and must be made in writing (letter, fax, email).

Each group must have an individual assigned to both the Benefit Coordinator and Billing Coordinator roles at any given time. These roles may be fulfilled by the same person if desired.

TX Health Benefits Pool has different levels of access to protected health information. These levels are:

- **Claims Access:** There are three levels of access that can be granted within this area: Claim invoice, Standard Monthly Claim Report, and Advanced Claims and Eligibility Report.
 - **1) Claim Invoice Access** - This level gives the authorized employee or Business Associate access to billing information that is related to claims (such as amount billed and paid on a claim). Note that these claim invoices include PHI information such as patient name, medical ID number, medical provider ID and dates of service.
 - **2) Standard Monthly Claim Report Access** – This level gives the authorized employee or Business Associate access to a set of standard, monthly claim reports. The reports include PII (name, SSN, Date of Birth), detailed medical claim information (diagnosis, medical provider name, dates of service) and pharmacy claim information (prescribed medicines) as applicable. This information also may be accessed through TX Health Benefits Pool's web portal.
 - **3) Advanced Claims and Eligibility Report Access** – This level gives the authorized employee or Business Associate access to an advanced health care data analytics platform. This platform provides access for advanced users to generate custom reports and visualizations. The platform includes access to full medical claim, pharmacy claim as applicable, and eligibility details.
- **Benefits Administration System Access:** There are two levels of access that can be granted within this area: Enrollment and Administrative Fee Billing, and Enrollment only. Any individual with this access in this area, at either level of access, is required to attend training in order to obtain their login credentials.
 - **1) Enrollment and Administrative Fee Billing:** This level gives the authorized employee or Business Associate access to online enrollment and eligibility information, as well as billing information that is related to enrollment and eligibility (such as administrative and PEPM charges). This information may be accessed over the phone, via email or through the employer section of TX Health Benefits Pool's website.
 - **2) Enrollment Only:** This level gives access to online enrollment information, as well as the ability for the authorized employee or Business Associate to make enrollment changes.

Authorized Individuals

	Check one:	Access Level:
Name: _____ Title: _____ Phone: _____ E-mail: _____ Mailing Address: _____ _____	<input type="checkbox"/> Benefit Coordinator	Claims Detail (Check all that apply) <input type="checkbox"/> Claims Invoices <input type="checkbox"/> Standard Monthly Claims Reports <input type="checkbox"/> Advanced Claims Reports Benefits Administration System (Check one) <input type="checkbox"/> Enrollment Only <input type="checkbox"/> Enrollment & Administrative Fee Invoices <input type="checkbox"/> No Access
Name: _____ Title: _____ Phone: _____ E-mail: _____ Mailing Address: _____ _____	<input type="checkbox"/> Billing Coordinator	Claims Detail (Check all that apply) <input type="checkbox"/> Claims Invoices <input type="checkbox"/> Standard Monthly Claims Reports <input type="checkbox"/> Advanced Claims Reports Benefits Administration System (Check one) <input type="checkbox"/> Enrollment Only <input type="checkbox"/> Enrollment & Administrative Fee Invoices <input type="checkbox"/> No Access
Name: _____ Title: _____ Phone: _____ E-mail: _____ Mailing Address: _____ _____	<input type="checkbox"/> Employee <input type="checkbox"/> Business Associate	Claims Detail (Check all that apply) <input type="checkbox"/> Claims Invoices <input type="checkbox"/> Standard Monthly Claims Reports <input type="checkbox"/> Advanced Claims Reports Benefits Administration System (Check one) <input type="checkbox"/> Enrollment Only <input type="checkbox"/> Enrollment & Administrative Fee Invoices <input type="checkbox"/> No Access
Name: _____ Title: _____ Phone: _____ E-mail: _____ Mailing Address: _____ _____	<input type="checkbox"/> Employee <input type="checkbox"/> Business Associate	Claims Detail (Check all that apply) <input type="checkbox"/> Claims Invoices <input type="checkbox"/> Standard Monthly Claims Reports <input type="checkbox"/> Advanced Claims Reports Benefits Administration System (Check one) <input type="checkbox"/> Enrollment Only <input type="checkbox"/> Enrollment & Administrative Fee Invoices <input type="checkbox"/> No Access

	Check one:	Access Level:
Name: _____ Title: _____ Phone: _____ E-mail: _____ Mailing Address: _____ 	<input type="checkbox"/> Employee <input type="checkbox"/> Business Associate	Claims Detail (Check all that apply) <input type="checkbox"/> Claims Invoices <input type="checkbox"/> Standard Monthly Claims Reports <input type="checkbox"/> Advanced Claims Reports Benefits Administration System (Check one) <input type="checkbox"/> Enrollment Only <input type="checkbox"/> Enrollment & Administrative Fee Invoices <input type="checkbox"/> No Access
Name: _____ Title: _____ Phone: _____ E-mail: _____ Mailing Address: _____ 	<input type="checkbox"/> Employee <input type="checkbox"/> Business Associate	Claims Detail (Check all that apply) <input type="checkbox"/> Claims Invoices <input type="checkbox"/> Standard Monthly Claims Reports <input type="checkbox"/> Advanced Claims Reports Benefits Administration System (Check one) <input type="checkbox"/> Enrollment Only <input type="checkbox"/> Enrollment & Administrative Fee Invoices <input type="checkbox"/> No Access
Name: _____ Title: _____ Phone: _____ E-mail: _____ Mailing Address: _____ 	<input type="checkbox"/> Employee <input type="checkbox"/> Business Associate	Claims Detail (Check all that apply) <input type="checkbox"/> Claims Invoices <input type="checkbox"/> Standard Monthly Claims Reports <input type="checkbox"/> Advanced Claims Reports Benefits Administration System (Check one) <input type="checkbox"/> Enrollment Only <input type="checkbox"/> Enrollment & Administrative Fee Invoices <input type="checkbox"/> No Access
Name: _____ Title: _____ Phone: _____ E-mail: _____ Mailing Address: _____ 	<input type="checkbox"/> Employee <input type="checkbox"/> Business Associate	Claims Detail (Check all that apply) <input type="checkbox"/> Claims Invoices <input type="checkbox"/> Standard Monthly Claims Reports <input type="checkbox"/> Advanced Claims Reports Benefits Administration System (Check one) <input type="checkbox"/> Enrollment Only <input type="checkbox"/> Enrollment & Administrative Fee Invoices <input type="checkbox"/> No Access

BY SIGNING BELOW THE CONTACT IS CERTIFYING THAT PROTECTED HEALTH INFORMATION DISCLOSED BY TX HEALTH BENEFITS POOL RELATING TO EMPLOYER MEMBER’S INDIVIDUAL EMPLOYEES WILL NOT BE USED AS THE BASIS FOR ANY EMPLOYMENT DECISIONS WHATSOEVER.

Benefit Coordinator Signature

Date

Please return to: Privacy Officer
TX Health Benefits Pool
legal@txhb.gov

SAMPLE

ATTACHMENT 8

HIPAA Business Associate Agreement Between Employer and TX Health Benefits Pool

Article 1. Preamble and Definitions.

- (a) Pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended (“**HIPAA**”), City of League City (“**Covered Entity**”) and TX Health benefits Pool (“**Business Associate**”) enter into this Business Associate Agreement (“**BAA**”) as of the latest date signed below (the “**Effective Date**”) that addresses the HIPAA requirements with respect to “**business associates**,” as defined under the privacy, security, breach notification, and enforcement rules at 45 C.F.R. Part 160 and Part 164 (“**HIPAA Rules**”). A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended.
- (b) This BAA is intended to ensure that Business Associate will establish and implement appropriate safeguards for the Protected Health Information (“**PHI**”) (as defined under the HIPAA Rules) that Business Associate may receive, create, maintain, use, or disclose in connection with the functions, activities, and services that Business Associate performs for Covered Entity. The services that Business Associate performs for Covered Entity are discussed in the Administrative Services Agreement between the Parties.
- (c) Pursuant to changes required under the Health Information Technology for Economic and Clinical Health Act of 2009 (the “**HITECH Act**”) and under the American Recovery and Reinvestment Act of 2009 (“**ARRA**”), this BAA also reflects federal breach notification requirements imposed on Business Associate when “**Unsecured PHI**” (as defined under the HIPAA Rules) is acquired by an unauthorized party and the expanded privacy and security provisions imposed on business associates.
- (d) Unless the context clearly indicates otherwise, the following terms in this BAA shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Media, Electronic Protected Health Information (ePHI), Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured PHI, and Use.
- (e) A reference in this BAA to the Privacy Rule means the Privacy Rule, in conformity with the regulations at 45 C.F.R. Parts 160-164 (the “**Privacy Rule**”) as interpreted under applicable regulations and guidance of general application published by the HHS, including all amendments thereto for which compliance is required, as amended by the HITECH Act, ARRA and the HIPAA Rules.

Article 2. General Obligations of Business Associate.

- (a) Business Associate agrees not to use or disclose PHI, other than as permitted or required by this BAA or as Required By Law, or if such use or disclosure does not otherwise cause a Breach of Unsecured PHI.
- (b) Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to ePHI, to prevent use or disclosure of PHI other than as provided for by the BAA.
- (c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result of a use or disclosure of PHI by Business Associate in violation of this BAA's requirements or that would otherwise cause a Breach of Unsecured PHI.
- (d) The Business Associate agrees to the following breach notification requirements:
 - (i) Business Associate agrees to report to Covered Entity any Breach of Unsecured PHI not provided for by the BAA of which it becomes aware within FORTY-EIGHT (48) HOURS of "**discovery**" within the meaning of the Privacy Rule. Such notice shall include the identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed in connection with such Breach. In addition, Business Associate shall provide any additional information reasonably requested by Covered Entity for purposes of investigating the Breach and any other available information that Covered Entity is required to include to the individual under 45 C.F.R. § 164.404(c) at the time of notification or promptly thereafter as information becomes delayed. Business Associate's notification of a Breach of Unsecured PHI under this Article shall comply in all respects with each applicable provision of section 13400 of Subtitle D (Privacy) of ARRA, the HIPAA Rules and related guidance issued by the Secretary or the delegate of the Secretary from time to time.
 - (ii) Business Associate agrees to provide notification of any Breach of Unsecured PHI of which it becomes aware, as required under 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware, in violation of this BAA to the media (as defined under the HITECH Act), the Secretary, and/or any other parties as required under HIPAA, the HITECH Act, ARRA, and the HIPAA Rules, subject to the prior review and written approval by Covered Entity of the content of such notification.

- (iii) Breach Notification to Individuals. Business Associate's duty to notify Covered Entity of any breach does not permit Business Associate to notify those individuals whose PHI has been breached by Business Associate without the express written permission of Covered Entity to do so. Any and all notification to those individuals whose PHI has been breached shall be made under the direction, review and control of Covered Entity. The Business Associate will notify Covered Entity in a writing to include: names of individuals whose PHI was breached, information breached, date of breach, and form of breach. The cost of the notification will be paid by the Business Associate.
 - (iv) In the event of Business Associate's use or disclosure of Unsecured PHI in violation of HIPAA, HITECH, or ARRA, Business Associate bears the burden of demonstrating that notice as required under this Article 2d was made, including evidence demonstrating the necessity of any delay, or that the use or disclosure did not constitute a Breach of Unsecured PHI.
- (e) Business Associate agrees, in accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to require 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. Business Associate shall ensure that any agent, person or entity to whom Business Associate delegates a function, activity or service that involves access to PHI or ePHI belonging to, or on behalf of, Covered Entity, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity. Business Associate shall be liable to Covered Entity for any acts, failures or omissions of the person, entity, agent or subcontractor in providing the services as if they were Business Associate's own acts, failures or omissions, to the extent permitted by law. Business Associate further expressly warrants that its agents or subcontractors will be specifically advised of, and will comply in all respects with, the terms of this BAA, and Business Associate will enter into business associate agreements with such persons, entities, agents and/or subcontractors as referred to herein.
- (f) Business Associate agrees to make available PHI in a Designated Record Set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524.
 - (i) Business Associate agrees to comply with an individual's request to restrict the disclosure of personal PHI in a manner consistent with 45 C.F.R. § 164.522, except where such use, disclosure, or request is required or permitted under applicable law.

- (ii) Business Associate agrees that when requesting, using, or disclosing PHI in accordance with 45 C.F.R. § 164.502(b)(1) that such request, use, or disclosure shall be to the minimum extent necessary, including the use of a “**limited data set**” as defined in 45 C.F.R. § 164.514(e)(2), to accomplish the intended purpose of such request, use, or disclosure, as interpreted under related guidance issued by the Secretary from time to time.
- (g) Business Associate agrees to make any amendments to PHI in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Covered Entity’s obligations under 45 C.F.R. § 164.526.
- (h) Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to Covered Entity as necessary to satisfy Covered Entity’s obligations under 45 C.F.R. § 164.528 or the HITECH Act.
- (i) Business Associate agrees to make its internal practices, books, and records, including policies and procedures regarding PHI, relating to the use and disclosure of PHI and Breach of any Unsecured PHI received from Covered Entity, or created or received by the Business Associate on behalf of Covered Entity, available to Covered Entity (or the Secretary) for the purpose of Covered Entity or the Secretary determining compliance with the Privacy Rule (as defined in Article 7).
- (j) To the extent that Business Associate is to carry out one or more of Covered Entity’s obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).
- (k) Business Associate agrees to comply with the prohibitions on sale of PHI and marketing restrictions under the Privacy Rule, including related guidance issued by the Secretary from time to time.
- (l) Business Associate acknowledges that, effective on the Effective Date of this BAA, it shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. 1320d-5 and 1320d-6, as amended, for failure to comply with any of the use and disclosure requirements of this BAA and any guidance issued by the Secretary from time to time with respect to such use and disclosure requirements.

Article 3. Permitted Uses and Disclosures by Business Associate.

- (a) Use and Disclosure of PHI. Except as otherwise permitted by this BAA or applicable law, Business Associate shall not use or disclose PHI except as necessary to provide services described in the Arrangement Agreement, or as stated herein to or on behalf of Covered Entity, and shall not use or disclose PHI that would violate the HIPAA Rules if used or disclosed by Covered Entity; *provided, however*, Business Associate may use and disclose PHI as necessary for the proper management and administration of Business Associate,

or to carry out its legal responsibilities. Business Associate shall in such cases:

- (i) provide information and training to members of its workforce using or disclosing PHI regarding the confidentiality requirements of the HIPAA Rules and this BAA;
- (ii) obtain reasonable assurances from the person or entity to whom the PHI is disclosed that:
 - i. the PHI will be held confidential and further used and disclosed only as Required By Law or for the purpose for which it was disclosed to the person or entity; and
 - ii. the person or entity will notify Business Associate of any instances of which it is aware in which confidentiality of the PHI has been breached; and
 - iii. Business Associate agrees to notify the designated Privacy Officer of Covered Entity of any instances of which it is aware in which the PHI is used or disclosed for a purpose that is not otherwise provided for in this BAA or for a purpose not expressly permitted by the HIPAA Rules.
- (b) Data Aggregation. In the event that Business Associate works for more than one Covered Entity, Business Associate is permitted to use and disclose PHI for data aggregation purposes, however, only in order to analyze data for permitted health care operations, and only to the extent that such use is permitted under HIPAA Rules.
- (c) De-identified Information. Business Associate may use and disclose de-identified health information if written approval from the Covered Entity is obtained, and the PHI is de-identified in compliance with the HIPAA Rules.
- (d) Safeguards.
 - (i) Business Associate shall maintain appropriate safeguards to ensure that PHI is not used or disclosed other than as provided by this BAA or as Required By Law. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any paper or electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity.
 - (ii) Business Associate shall ensure that all PHI be secured when accessed by Business Associate's employees, agents or subcontractor. Any access to PHI by Business Associate's employees, agents or subcontractors shall be limited to legitimate business needs while working with PHI. Any personnel changes by Business Associate, eliminating the legitimate business needs for employees, agents or contractors access to PHI – either by revision of duties or termination – shall be immediately reported to Covered Entity. Such reporting shall be made

no later than the third business day after the personnel change becomes effective.

Article 4. Obligations of Covered Entity.

- (a) Covered Entity shall:
 - (i) Provide Business Associate with the Notice of Privacy Practices that Covered Entity produces in accordance with the Privacy Rule, and any changes or limitations to such notice under 45 C.F.R. § 164.520, to the extent that such changes or limitations may affect Business Associate's use or disclosure of PHI.
 - (ii) Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI under this BAA.
 - (iii) Notify Business Associate of any changes in or revocation of permission by an individual to use or disclose PHI, if such change or revocation may affect Business Associate's permitted or required uses and disclosures of PHI under this BAA.
- (b) Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy and Security Rule if done by Covered Entity, except as provided under Article 3 of this BAA.

Article 5. Compliance with Security Rule.

- (a) Effective April 20, 2005, Business Associate shall comply with the HIPAA Security Rule, which shall mean the Standards for Security of Electronic Protected Health Information at 45 C.F.R. Part 160 and Subparts A and C of Part 164, as amended by ARRA and the HITECH Act. The term **"Electronic Health Record"** or **"EHR"** as used in this BAA shall mean an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.
- (b) In accordance with the Security Rule, Business Associate agrees to:
 - (i) Implement the administrative safeguards set forth at 45 C.F.R. § 164.308, the physical safeguards set forth at 45 C.F.R. § 164.310, the technical safeguards set forth at 45 C.F.R. § 164.312, and the policies and procedures set forth at 45 C.F.R. § 164.316 to reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the Security Rule. Business Associate acknowledges that, effective on the Effective Date of this BAA:
 - i. the foregoing safeguards, policies, and procedures requirements shall apply to Business Associate in the same manner that such requirements

apply to Covered Entity, and

- ii. Business Associate shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. 1320d-5 and 1320d-6, as amended from time to time, for failure to comply with the safeguards, policies, and procedures requirements and any guidance issued by the Secretary from time to time with respect to such requirements;
 - iii. Require that any agent, including a Subcontractor, to whom it provides such PHI agrees to implement reasonable and appropriate safeguards to protect the PHI;
- (ii) Report to the Covered Entity any Security Incident of which it becomes aware.

Article 6. Term and Termination.

- (a) This BAA shall be in effect as of the Effective Date, and shall terminate on the earlier of the date that:
- (i) Either party terminates for cause as authorized under Article 6(b).
 - (ii) All of the PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity. If it is not feasible to return or destroy PHI, protections are extended in accordance with Article 6(c).
- (b) Upon either party's knowledge of material breach by the other party, the non-breaching party shall provide an opportunity for the breaching party to cure the breach or end the violation; or terminate the BAA. If the breaching party does not cure the breach or end the violation within a reasonable timeframe not to exceed FORTY-EIGHT (48) HOURS from the notification of the breach, or if a material term of the BAA has been breached and a cure is not possible, the non-breaching party may terminate this BAA and the Arrangement, upon written notice to the other party.
- (c) Upon termination of this BAA for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
- (i) Retain only that PHI that is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities.
 - (ii) Return to Covered Entity, or, if agreed to by Covered Entity, 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 C.F.R. Part 164 with respect to ePHI to prevent use or disclosure of the PHI, other than

as provided for in this Article 6, 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 which applied prior to termination.
 - (v) Return to Covered Entity, or, if agreed to by Covered Entity, destroy, the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
- (d) The obligations of Business Associate under this Article 6 shall survive the termination of this BAA.

Article 7. Political Nature of TX Health Benefits Pool.

The Parties acknowledge that: (i) TX Health Benefits Pool is a governmental entity of the State of Texas; (ii) TX Health Benefits Pool does not provide insurance, is not an insurance company or organization, and is not subject to the jurisdiction of the Texas Department of Insurance; and (iii) TX Health Benefits Pool's benefits plans are not generally subject to state and federal insurance laws pertaining to the regulation of health insurance, including but not limited to prompt pay statutes, mandatory benefits provisions, and HIPAA Title I coverages.

Article 9. Miscellaneous.

- (a) Compliance with Laws. The parties agree to take such action as is necessary to amend this BAA to comply with the requirements of the Privacy Rule, the Security Rule, HIPAA, ARRA, the HITECH Act, the HIPAA Rules, and any other applicable law.
- (b) Survival. The respective rights and obligations of Business Associate under Article 5 and Article 6 of this BAA shall survive the termination of this BAA.
- (c) Notices. All notices required or permitted hereunder shall be in writing and shall be sufficiently given and deemed to have been received upon personal delivery, electronic mail, by overnight carrier, or by United States mail, postage prepaid, registered or certified mail, addressed to the Parties as follows:

If to Business Associate:

TX Health Benefits Pool Benefits Pool
1821 Rutherford Lane, Suite 300
Austin, TX 78754
Attn: Legal Department
Email: Legal@txhb.gov

If to Covered Entity:

- (d) Interpretation. This BAA shall be interpreted in the following manner: (a) any ambiguity shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules; (b) any inconsistency between the BAA's provisions and the HIPAA Rules, including all amendments, as interpreted by the HHS, court, or another regulatory agency with authority over the Parties, shall be interpreted according to the interpretation of the HHS, the court, or the regulatory agency; and (c) any provision of this BAA that differs from those mandated by the HIPAA Rules, but is nonetheless permitted by the HIPAA Rules, shall be adhered to as stated in this BAA.
- (e) Entire Agreement. This BAA constitutes the entire agreement between the parties related to the subject matter of this BAA, except to the extent that the Arrangement Agreement imposes more stringent requirements related to the use and protection of PHI upon Business Associate. This BAA supersedes all prior negotiations, discussions, representations, or proposals, whether oral or written. This BAA may not be modified unless done so in writing and signed by a duly authorized representative of both parties. If any provision of this BAA, or part thereof, is found to be invalid, the remaining provisions shall remain in effect.
- (f) Successors and Assigns. This BAA will be binding on the successors and assigns of the Covered Entity and the Business Associate. However, this BAA may not be assigned, in whole or in part, without the written consent of the other party. Any attempted assignment in violation of this provision shall be null and void.
- (g) Counterparts. This BAA may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.
- (h) Governing Law. Except to the extent preempted by federal law, this BAA shall be governed by and construed in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, the parties hereto have executed this HIPAA Business Associate Agreement as of the Effective Date below written.

Cit of League City

By: _____

Name: _____

Title: _____

Date: _____

**TML Multistate Intergovernmental Employee
Benefits Pool d/b/a TX Health Benefits Pool Benefits Pool**

By _____

Name: Jennifer Hoff

Title: Executive Director

Date: _____

Approved as to Form:

By: _____

TXHB Director of Legal

ATTACHMENT 9

Data Use Agreement Regarding Use of EDI 834 File

This Data Use Agreement is entered into as of the latest date signed below (the “**Effective Date**”) by and between TML Multistate Intergovernmental Employee Benefits Pool, D/B/A TX Health Benefits Pool (“**TX Health Benefits Pool**”) and _____ (“**Group**”). TX Health Benefits Pool and Group are referred to individually as “**Party**” and collectively as the “**Parties**.”

Now, in consideration of the mutual covenants and promises herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby accepted and acknowledged, the Parties acknowledge and agree as follows:

- 1) Group desires to utilize an EDI 834 File to electronically submit census and eligibility data to TX Health Benefits Pool.
- 2) **EDI 834 File Standards:** In order for the EDI 834 File to be functional and to ensure compliance with TX Health Benefits Pool’s data security protocols, Group acknowledges it must adhere to the standards detailed in this agreement and the Exhibits thereto, the “Standards.” Group acknowledges if it deviates from these Standards, the EDI 834 File method of census and eligibility maintenance will no longer be available to Group. If TX Health Benefits Pool in its sole discretion determines that the EDI 834 File will not be functional due to lack of cooperation from Group, deviation from any Standard, or for any other reason, it will notify Group and Group will instead use TX Health Benefits Pool Online to make and maintain its elections.
- 3) **Liability:** Group acknowledges that information submitted through the EDI 834 File method must be comprehensive and accurate, as is the case with any information submitted to TX Health Benefits Pool. Intentional submission of false information to TX Health Benefits Pool is a violation of TX Health Benefits Pool’s requirements for participation in coverage and potentially illegal. Group acknowledges and accepts responsibility and liability for any consequences that result from Group’s and/or Group’s contractors’ failure to submit comprehensive and accurate information and to adhere to these Standards. The following is a non-exhaustive list of examples of consequences that may result from Group’s deviation from these Standards.

- a. If a Group provides inaccurate information in the EDI 834 File which causes claims to be paid which should not have been paid, Group will be responsible for reimbursing TX Health Benefits Pool for these claims and for indemnifying TX Health Benefits Pool from any cost or damages associated with such claims.
 - b. If a failure by Group to meet these Standards results in a Security Breach in TX Health Benefits Pool’s network or in the network of a TX Health Benefits Pool vendor, or a Privacy Breach, Group will be responsible for repairing the Breach, for any damages associated with the Breach and will indemnify and reimburse

TX Health Benefits Pool for any expenses incurred by TX Health Benefits Pool in addressing the Breach.

- c. If inaccurate information provided by the Group results in ID cards being sent to the wrong person, Group will be responsible for the cost of reprinting accurate ID cards, for taking steps to mitigate the Breach, and for indemnifying and reimbursing TX Health Benefits Pool for any expenses it incurs in addressing this Breach. If the ID card is sent to the correct person but the information on the card is incorrect due to inaccurate information provided by the Group, Group will be responsible for the cost of reprinting ID cards.
- d. If Group's fails to provide necessary information to TX Health Benefits Pool in a timely manner, service to the Group and its members could be delayed or interrupted.
- e. If Group retains an Enrollment Vendor to assist it with submission of the EDI 834 File, Group agrees that it is responsible for the Enrollment Vendor's conduct as though it was conduct of the Group itself. Group agrees to be responsible for any consequences that result from Group's (or its Enrollment Vendor's) deviation from these Standards and acknowledges that TX Health Benefits Pool is not responsible for such consequences.

- 4) **This Agreement supersedes** and replaces pre-existing agreements between the parties, if any, related to use of the EDI 834 File process.
- 5) The parties agree that this agreement, and other agreements related to services provided by TX Health Benefits Pool, may be electronically signed. The parties agree that the electronic signatures appearing on this agreement are the same as handwritten signatures for the purposes of validity and admissibility. Group may withdraw their consent to do business electronically at any time.
- 6) **Notice:** Notice related to the EDI 834 File process shall be in writing and shall be sent via electronic mail addressed to the Parties as follows:

If to **TX Health Benefits Pool**: _____@txhb.gov (Account Manager)

If to **Group**:

Name

Email address

IN WITNESS WHEREOF, the parties hereto have executed this HIPAA Business Associate Agreement as of the Effective Date below written.

By: _____

Name: _____

Title: _____

Date: _____

**TML Multistate Intergovernmental Employee
Benefits Pool d/b/a TX Health Benefits Pool Benefits Pool**

By _____

Name: Jennifer Hoff

Title: Executive Director

Date: _____

Approved as to Form:

By: _____

TXHB Director of Legal

EXHIBIT A

1. **Acknowledgement of EDI 834 File Definition & Limitations:**
 - All medical, dental, vision, and non-salary based life products can be handled via EDI 834 File. All other products (such as FSA, DCA, HSA, HRA, and salary-based life products) will need to be sent separately via a flat file. Templates for flat file will be provided by TX Health Benefits Pool. The EDI 834 File Companion Guide will include details of standard EDI 834 File that will include eligibility on the products listed above.
 - Beneficiary and salary updates will need to be sent separately on a flat file (.xlsx format) on the provided templates.
2. **Acknowledgement of Minimum EDI 834 File Implementation Requirements:**

Group acknowledges and meets the below minimum requirements to implement an EDI 834 File exchange with TX Health Benefits Pool:

 - Selected Enrollment Platform is able to generate EDI 834 Files.
 - Selected Enrollment Platform is able to automatically send EDI 834 Files on a set schedule.
 - Group Size is 150 or more employees.
3. **EDI 834 File Implementation Timeline:** Group agrees to adhere to the EDI 834 File Implementation Timeline, the specifics of which will be separately agreed upon in writing between TX Health Benefits Pool and the Group. Refer to Exhibit B for TX Health Benefits Pool's EDI 834 File exchange testing method. All plan documents and plan options must be signed prior to beginning work. Changes to plan design after work begins may result in file delays, or delays in beneficiaries receiving ID cards;
4. **EDI 834 File Availability Decision Date:** In order to guarantee a timely and effective EDI 834 File load, TX Health Benefits Pool shall evaluate the file readiness of Group based on pre-implementation EDI 834 File testing and inform Group two weeks prior to the first day of Group's open enrollment if the EDI 834 File method of census and eligibility maintenance will be available to the group;
5. **File Specifications:** Group shall provide demographic and eligibility data in a File that follows the specification provided by TX Health Benefits Pool. Group shall confirm to TX Health Benefits Pool that they have sufficient edits in place to ensure the File will contain workable data prior to providing the data to TX Health Benefits Pool;
6. **File Delivery Method:** Group shall deliver the File to an SFTP location provided by TX Health Benefits Pool;

7. **EDI 834 File Name Standards:** Group shall name the EDI 834 Files using the TX Health Benefits Pool naming standard indicated below:
- BASIC 834 FILE TESTING: GroupName_834_YYYYMMDD_TEST.txt
 - 834 SCENARIO TESTING: GroupName_834_YYYYMMDD_SCENARIO.txt
 - 834 WEEKLY PRODUCTION FILES: GroupName_834_YYYYMMDD.txt
8. **Ongoing File Delivery Schedule:** If Group chooses to submit ongoing Files, the File shall be sent weekly via automated scheduled delivery. Group shall deliver weekly Files no later than Fridays by 7am CT;
9. **EDI 834 File Testing (Pre-implementation):** The process of receiving, processing, and validating the EDI 834 File exchange typically requires multiple testing cycles prior to production implementation. TX Health Benefits Pool has established a list of use case scenarios that must be tested and passed before EDI 834 File may be approved for production (Exhibit C). Testing of these scenarios will be conducted at a scheduled date and time to allow for collaboration and issue resolution in real time. Subject matter experts from all teams must be available to participate in this testing process, or for questions that arise. Group and enrollment vendor shall actively participate in this process. Refer to Exhibit B for TX Health Benefits Pool's File exchange testing method;
10. **COBRA Administration:** In the event that the Group elects COBRA administration through TX Health Benefits Pool in addition to exchanging EDI 834 files, additional charges will apply as agreed upon by TX Health Benefits Pool and the Group. Additionally, the Group must provide a separate flat file with COBRA details to match the agreed upon EDI 834 file delivery schedule. Report must be in .xlsx format and include the following fields at a minimum:
- Employee SSN
 - Employee First Name
 - Employee Last Name
 - Dependent First Name
 - Dependent Last Name
 - Employee Termination Date
 - Dependent Relationship Type
 - Termination Reason
 - ACD Coverage Reason
 - Coverage Termination Date
 - Gross Misconduct (Yes or No)
11. **Annual Enrollment Maintenance:** In preparation for Annual Enrollment, updates to the EDI 834 File are frequently required. Group shall actively participate in the process of testing changes in support of the Annual Renewal process. Group will

be notified of results of a test cycle within two business days, and must address issues identified during the testing process by providing corrected test Files within two business days of being notified of issues in the prior File;

12. **Ongoing Maintenance:** Group's primary point of contact shall be available to answer questions about the File content and delivery process. Group shall provide a secondary point of contact in the event that group's primary contact is unable to be reached;
13. **Acknowledgement and Correction of Issues with Production Files:** TX Health Benefits Pool will inform the primary point of contact of issues with a Production File within 8-16 business hours of receipt. Group shall acknowledge the issue and supply a new and corrected File to TX Health Benefits Pool within 24 hours of notification.

Exhibit B

TX Health Benefits Pool Inbound EDI 834 File Implementation Process

To ensure Group has a clear understanding of what is required for a successful EDI 834 File exchange implementation, TX Health Benefits Pool has outlined the below process based on a series of five key events. Group and Enrollment Vendor (if any) participation is **required** in each of these events. Times indicated below are estimates only and subject to change based on complexity of the plan offering and other external factors. Scheduled dates for each event must be mutually agreed upon in writing between TX Health Benefits Pool and the Group.

EVENT	PURPOSE	EST. TIME	DATE SET
Event 1 – Kickoff Call	Overview of file intake process, expectations for implementation, and timeline.	1-2 hours	mm/dd/yyyy
Event 2 – 834 Design and Requirements Gathering	Review plan design and build requirements.	1-2 hours	mm/dd/yyyy
Event 3 – 834 Import Results Analysis	Review 834 file import results; collaborate to resolve identified issues.	1-2 hours	mm/dd/yyyy
Event 4 – 834 Scenario Testing	Import and validate Scenario Test Cases.	4-8 hours	mm/dd/yyyy
Event 5 – 834 Production File Load	First 834 file with production data loaded.	0.5–1 hour	mm/dd/yyyy

Exhibit C
EDI 834 File Use Scenario Test Cases

Below are samples of use scenario test cases that TX Health Benefits Pool may require prior to approving EDI 834 File exchange for production data. TX Health Benefits Pool may require a use scenario test case that is not shown on this list at any time if necessary due to the complexity of plan offering, or findings during work with the Group and Enrollment Vendor. Scenario testing is not limited to the below cases.

Test Scenario	Description	Expected Results
Coverage Change Decrease	Dependent coverage dropped due to dependent age out.	Aged out dependent record will be terminated. If there is a new tier based on this dropped dependent, an updated tier and effective date will be sent on the other existing records. If no tier change, other records will have no change.
Enrollment Correction	Correct a coverage span initially sent with the wrong start date	Current election would be corrected on the existing record.
HMO Election	Mbr enrolled in HMO coverage	Member is enrolled in HMO with PCP value passed
Mid-Year Addition	Add an new employee. Include at least one dependent and enroll in coverage(s).	A new insured record is sent and a Dependent record.
Mid-Year Addition	Add a Dependent record w/ coverage; do NOT populate ssn for the newly added dependent	A new Dependent record is sent for an existing member w/ coverage w/out ssn
Mid-Year Addition	Add dependents with various eligible relationships, so that 15 dependents are on file w/ coverage. Be sure to use each relationship at least once.	All new dependent records sent for an existing member w/ coverage. All relationship codes should be reflected.
Mid-Year Addition	Add a disabled Dependent child record over age 26 w/ coverage; populate ssn for the newly added dependent	A new Dependent record is sent for an existing member w/ coverage w/ ssn

Mid-Year Addition	Add new hire prior to Hire Date & enroll in coverage(s). Then, term new hire prior to coverage effective date.	Effective date of coverage will be same as coverage term date.
Mid-Year Addition	Add rehire & enroll in coverage(s)	Effective date of coverage will not be Hire Date and align with group waiting period rules.
Mid-Year Deletion	Process death of dependent (populate dependent death date).	Dependent will be sent with a termination date. Coverage for dependent will be terminated.
Termination	Terminate employee - NOT eligible for COBRA.	System should not trigger COBRA QLE once data is imported.
Termination	Terminate employee - eligible for COBRA. Include COBRA fields	System should trigger COBRA QLE once data is imported.
Tier Change Decrease	For med, den & vis, coverage tier change due to qualifying life event (i.e. go from EE + Family to EE only.	Enrollment will be sent with an updated effective date and coverage tier. Only one record will be sent per coverage. Enrollment for dependents will be sent with a termination date. For the employee, two coverage records will be sent -- one for the terminated span with effective and termination dates and another for the new coverage with a new effective date.
Tier Change Decrease	For med & den coverage tier change due to qualifying life event (i.e. go from EE + Spouse to EE only.	Enrollment will be sent with an updated effective date and coverage tier. Only one record will be sent per coverage.
Tier Change Increase	For med & den coverage tier change due to qualifying life event (i.e. go from EE only to EE + Child(ren).	Enrollment will be sent with an updated effective date and coverage tier. Only one record will be sent per coverage.
Tier Change Increase	For med & den coverage tier change due to qualifying life event (i.e. go from EE + Spouse to EE + Family).	Enrollment will be sent with an updated effective date and coverage tier. Only one record will be sent per coverage.

Update	<p>Change Employee demographics</p> <ul style="list-style-type: none"> - Update name with abbreviation with a period (I.e. Sr., Jr.) - Update last name to add a hyphen -Add a comma to the employee address 	Add/Change date will be updated. Update will not impact Insured start date.
Update	<p>Change Dependent Demographics</p> <ul style="list-style-type: none"> - Update name with abbreviation with a period (i.e. Sr., Jr.) - Update last name to add a hyphen -Add a comma to the dependent address 	While the demographic file will be updated, the election record for the dependent is the same before and after the change.
Update	<p>If system has both a Physical Address & Mailing address for employee, populate both fields (mailing will be a PO Box). If we don't have both fields, populate the only address with P.O. Box (include decimals in PO Box)</p>	

Exhibit D

Acknowledgement of TX Health Benefits Pool's Scheduled File Feed & ID Card Delivery

- TX Health Benefits Pool provides eligibility to the following vendors automatically at the stated frequencies:
 - BCBSTX (Medical, Dental): Weekly, Tuesdays at 2am CT
 - EyeMed (Vision): Variable (manually triggered up to 4x/month)
 - Navitus (PBM): Daily, 8:40am CT
 - Alegeus (CDH): Weekly, Wednesdays at 1:30am CT
- TX Health Benefits Pool requires 8-16 business hours to review file and resolve any outstanding errors with the established EDI 834 File vendor point of contact.
- ID Cards are printed and shipped by our vendor partners. Our partners require receipt of eligibility at least 30 days prior to plan start to ensure timely delivery of ID cards.
- TX Health Benefits Pool is not able to send ad hoc eligibility files outside of the stated schedule. Emergent adds can be processed by reaching out to TX Health Benefits Pool's Enrollment and Billing team.

ATTACHMENT 10

Producer Delegation of Authority

This Delegation of Authority is incorporated into the Administrative Services Agreement between the Parties. Any terms defined in the Agreement and used herein have the definitions assigned to them in the Administrative Services Agreement. Employer has entered into a contract with the entity or person below ("**Producer**") to represent Employer's interests in the administration of its Plan:

Name of firm (include specific job titles if desired):	Entity Type and State of Formation (if applicable)	Address

The Employer grants the Producer authority to make the following day-to-day operational decisions on behalf of the Employer with respect to the Plan **[CHECK ALL THAT APPLY]**:

- ☐ Monitoring TX Health Benefits Pool's performance of its obligations under this Administrative Services Agreement.
- ☐ Interpreting the Plan document language, including for the purpose of making coverage decisions.
- ☐ Determining whether and what regulatory compliance and other additional services TX Health Benefits Pool will provide Employer, for a fee.

Limitations

1. Producer does not have final authority to:
 - a. amend to the Administrative Services Agreement itself;
 - b. amend the Plan document; or
 - c. make mid-year benefits changes at the Plan level, for example by expanding or reducing benefits for members.
 - d. Other limitation: _____.
2. Producer may not subdelegate this authority except to its own employees and agents without approval from Employer.
3. Nothing in this Limitations section should be interpreted to prevent Producer from providing input and/or being consulted by Employer and/or TX Health Benefits Pool regarding on any aspects of the Plan and the Services.

Administrator Reliance; Representation; Indemnification

TX Health Benefits Pool may rely on this Delegation of Authority in performing the Services. A Producer acting within the scope of this Delegation of Authority is the Employer's agent. Employer represents and warrants that it has sufficient contractual agreements and processes in place to ensure the Producer adequately and accurately represents Employer's interests and preferences with respect to its Plan. Employer agrees to indemnify, defend and hold harmless TX Health Benefits Pool and its directors, officers, and employees for Losses to the extent resulting from or arising out of Producer's acts or omissions, as detailed more fully in the Administrative Services Agreement.

Employer:

By _____
(Signature) (Typed or Printed Name)

Authorized Official Title _____