

RETIREE BENEFIT MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT is made and entered into effective October 22, 2019, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and Labor First LLC, , a New Jersey Limited Liability Company dba RETIREE FIRST, whose address is 3000 Midlantic Dr., Mount Laurel, NJ 08054, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY provides health benefits for eligible retirees and their dependents; and

WHEREAS, the CONTRACTOR provides management and administrative services relating to retirement health benefit products and contracts for multi-employer group health plans, municipal health benefit funds, university health plans, and other organizations; and

WHEREAS, the CONTRACTOR represents it can obtain a Medicare Supplement plan through United American and an EGWP plan through UnitedHealthcare for eligible COUNTY retirees as set forth in this Agreement; and

WHEREAS, the COUNTY desires to obtain this coverage for their eligible retirees and engage the CONTRACTOR in connection with the management of these retiree group health benefits on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

1. OBLIGATIONS OF THE CONTRACTOR

A. The CONTRACTOR shall obtain insurance coverage for eligible COUNTY retirees as set forth in Exhibit B, attached hereto and incorporated herein. The CONTRACTOR shall perform retiree health benefit plan management and administrative services as set forth in Exhibit A, attached hereto and incorporated herein.

2. OBLIGATIONS OF THE COUNTY

A. The COUNTY is solely responsible for its compliance with the Internal Revenue

Code and other Federal, State or local laws.

B. The COUNTY is solely responsible for the accuracy and integrity of COUNTY data.

C. The COUNTY is solely responsible for payment of monthly premiums, as set forth in Section Five (5) herein. At no time is CONTRACTOR or any of the insurance carriers set forth in Exhibit B liable for payment of premiums on behalf of the COUNTY. Premiums are due the 1st of the month for the benefit month. The COUNTY is entitled to a 30 day grace period for payment.

3. TERM

The term of this Agreement shall commence on the 22nd day of October, 2019 through and including the 31st day of December, 2022. This Agreement may be extended for two (2) additional consecutive twelve (12) month periods upon written approval of both parties no later than thirty (60) days prior to the first day of the next twelve (12) month extension period. The Director of Human Resources or his or her designee is authorized to execute such written approval on behalf of COUNTY based on CONTRACTOR'S satisfactory performance.

4. TERMINATION

A. Non-Allocation of Funds - The terms of this Agreement, and the services to be provided thereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated, at any time by giving the CONTRACTOR thirty (60) days advance written notice.

B. Breach of Contract - The COUNTY may immediately suspend or terminate this Agreement in whole or in part, where in the determination of the COUNTY there is:

1. An illegal or improper use of funds;
2. A failure to comply with any term of this Agreement;
3. A substantially incorrect or incomplete report submitted to the COUNTY;
4. Improperly performed service.

In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or

1 default.

2 Without Cause - Under circumstances other than those set forth above, this Agreement may
3 be terminated by COUNTY upon the giving of thirty (60) days advance written notice of an intention to
4 terminate to CONTRACTOR.

5 5. COMPENSATION: For all services rendered pursuant to this Agreement, COUNTY
6 shall pay CONTRACTOR a Per Member Per Month (PMPM) payment. For the plan year January 1, 2020
7 through December 31, 2020, COUNTY shall pay CONTRACTOR a total PMPM of Four Hundred Eighteen
8 and 30/100 Dollars (\$418.30), which includes: One Hundred Eighty-Nine and 50/100 Dollars (\$189.50)
9 PMPM for the Medicare Supplement plan, and Two Hundred Twenty-eight and 80/100 Dollars (\$228.80)
10 PMPM for the EGWP plan as described in Exhibit B. For all other plan years, the CONTRACTOR shall
11 notify COUNTY in writing of the proposed plan rates for the coming plan year by September 1 and the
12 COUNTY Board of Supervisors shall either accept or reject the CONTRACTOR's proposed plan rate no
13 later than October 15. If the COUNTY Board of Supervisors accepts the CONTRACTOR's proposed plan
14 rate, that is the PMPM COUNTY shall pay CONTRACTOR for all services rendered during that plan year.
15 If the COUNTY Board of Supervisors rejects the CONTRACTOR's proposed plan rate the COUNTY shall
16 terminate this Agreement pursuant to Section Four (4).

17 The PMPM fees will be paid monthly throughout the term of this Agreement pursuant
18 to the compiled monthly transmittal worksheets provided by COUNTY. The PMPM fees are based on the
19 actual number of eligible members as determined by COUNTY and as used for all eligibility purposes for
20 the specific contract month. The COUNTY acknowledges that as they are determining eligibility and
21 payment of plan compensation, as noted above, non-payment for a member can result in the member
22 being terminated from the plan(s).

23 6. OWNERSHIP OF DATA: All data delivered by the COUNTY to CONTRACTOR, or
24 which is created by either party for the COUNTY in connection with the performance of this Agreement
25 shall be the exclusive property of the COUNTY. CONTRACTOR shall be the custodian of such data and
26 will immediately make such data available to the COUNTY upon request during normal working hours.
27 CONTRACTOR shall return all personnel/payroll raw data collected or generated in connection with the
28 performance of the Agreement within thirty (30) days of the termination of this Agreement and shall not

access said data for any purpose other than in connection with the performance of this Agreement.

7. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

A. The parties to this Agreement shall be in strict conformance with all applicable Federal and State of California laws and regulations, including but not limited to Sections 5328, 10850, and 14100.2 et seq. of the Welfare and Institutions Code, Sections 2.1 and 431.300 et seq. of Title 42, Code of Federal Regulations (CFR), Section 56 et seq. of the California Civil Code, and the Health Insurance Portability and Accountability Act (HIPAA), including but not limited to Section 1320 D et seq. of Title 42, United States Code (USC) and its implementing regulations, including, but not limited to Title 45, CFR, Sections 142, 160, 162, and 164, The Health Information Technology for Economic and Clinical Health Act (HITECH) regarding the confidentiality and security of patient information and the Genetic Information Nondiscrimination Act (GINA) of 2008 regarding the confidentiality of genetic information.

Except as otherwise provided in this Agreement, CONTRACTOR, as a Business Associate of COUNTY, may use or disclose Protected Health Information (PHI) to perform functions, activities or services for or on behalf of COUNTY, as specified in this Agreement, provided that such use or disclosure shall not violate the HIPAA, USC 1320d et seq. The uses and disclosures of PHI may not be more expansive than those applicable to COUNTY, as the "Covered Entity" under the HIPAA Privacy Rule (45 CFR 164.500 et seq), except as authorized for management, administrative or legal responsibilities of the Business Associate.

B. CONTRACTOR, including its subcontractors and employees, shall protect, from unauthorized access, use, or disclosure of names and other identifying information, including genetic information, concerning persons receiving services pursuant to this Agreement, except where permitted in order to carry out data aggregation purposes for health care operations [45 CFR Sections 164.504 (e)(2)(i), 164.504 (3)(2)(ii)(A), and 164.504 (e)(4)(i)]. This pertains to any and all persons receiving services pursuant to a COUNTY funded program. This requirement applies to electronic PHI. CONTRACTOR shall not use such identifying information or genetic information for any purpose other than carrying out CONTRACTOR's obligations under this Agreement.

C. CONTRACTOR, including its subcontractors and employees, shall not disclose any such identifying information or genetic information to any person or entity, except as otherwise

specifically permitted by this Agreement, authorized by Subpart E of 45 CFR Part 164 or other law, required by the Secretary, or authorized by the client/patient in writing. In using or disclosing PHI that is permitted by this Agreement or authorized by law, CONTRACTOR shall make reasonable efforts to limit PHI to the minimum necessary to accomplish intended purpose of use, disclosure or request.

D. For purposes of the above sections, identifying information shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print, or photograph.

E. For purposes of the above sections, genetic information shall include genetic tests of family members of an individual or individual, manifestation of disease or disorder of family members of an individual, or any request for or receipt of, genetic services by individual or family members. Family member means a dependent or any person who is first, second, third, or fourth degree relative.

F. CONTRACTOR shall provide access, at the request of COUNTY, and in the time and manner designated by COUNTY, to PHI in a designated record set (as defined in 45 CFR Section 164.501), to an individual or to COUNTY in order to meet the requirements of 45 CFR Section 164.524 regarding access by individuals to their PHI. With respect to individual requests, access shall be provided within thirty (30) days from request. Access may be extended if CONTRACTOR cannot provide access and provide individual with the reasons for the delay and the date when access may be granted. PHI shall be provided in the form and format requested by the individual or COUNTY.

CONTRACTOR shall make any amendment(s) to PHI in a designated record set at the request of COUNTY or individual, and in the time and manner designated by COUNTY in accordance with 45 CFR Section 164.526.

CONTRACTOR shall provide to COUNTY or to an individual, in a time and manner designated by COUNTY, information collected in accordance with 45 CFR Section 164.528, to permit COUNTY to respond to a request by the individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

G. CONTRACTOR shall report to COUNTY, in writing, any knowledge or reasonable belief that there has been unauthorized access, viewing, use, disclosure, security incident, or breach of unsecured PHI not permitted by this Agreement of which it becomes aware, immediately and without

1 reasonable delay and in no case later than two (2) business days of discovery. Immediate notification shall
2 be made to COUNTY's Information Security Officer and Privacy Officer and COUNTY's DBH HIPAA
3 Representative, within two (2) business days of discovery. The notification shall include, to the extent
4 possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed to
5 have been, accessed, acquired, used, disclosed, or breached.

6 CONTRACTOR shall take prompt corrective action to cure any deficiencies and any
7 action pertaining to such unauthorized disclosure required by applicable Federal and State Laws and
8 regulations. CONTRACTOR shall investigate such breach and is responsible for all notifications required
9 by law and regulation or deemed necessary by COUNTY and shall provide a written report of the
10 investigation and reporting required to COUNTY's Information Security Officer and Privacy Officer and
11 COUNTY's DBH HIPAA Representative. This written investigation and description of any reporting
12 necessary shall be postmarked within the thirty (30) working days of the discovery of the breach to the
13 addresses below:

14 County of Fresno
15 Dept. of Behavioral Health
16 HIPAA Representative
17 (559) 600-6798
3147 N. Millbrook Ave.
Fresno, CA 93703

County of Fresno
Dept. of Public Health
Privacy Officer
(559) 600-6405
(559) 600-6439
P.O. Box 11867
Fresno, CA 93721

County of Fresno
Information Technology Services
Information Security Officer
(559) 600-5800
2048 N. Fine Ave.
Fresno, CA 93727

18
19 H. CONTRACTOR shall make its internal practices, books, and records relating to
20 the use and disclosure of PHI received from COUNTY, or created or received by the CONTRACTOR on
21 behalf of COUNTY, in compliance with HIPAA's Privacy Rule, including, but not limited to the requirements
22 set forth in Title 45, CFR, Sections 160 and 164. CONTRACTOR shall make its internal practices, books,
23 and records relating to the use and disclosure of PHI received from COUNTY, or created or received by the
24 CONTRACTOR on behalf of COUNTY, available to the United States Department of Health and Human
25 Services (Secretary) upon demand.

26 CONTRACTOR shall cooperate with the compliance and investigation reviews conducted
27 by the Secretary. PHI access to the Secretary must be provided during the CONTRACTOR's normal
28 business hours, however, upon exigent circumstances access at any time must be granted. Upon the

Secretary's compliance or investigation review, if PHI is unavailable to CONTRACTOR and in possession of a Subcontractor, it must certify efforts to obtain the information to the Secretary.

I. Safeguards

CONTRACTOR shall implement administrative, physical, and technical safeguards as required by the HIPAA Security Rule, Subpart C of 45 CFR 164, that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI, including electronic PHI, that it creates, receives, maintains or transmits on behalf of COUNTY and to prevent unauthorized access, viewing, use, disclosure, or breach of PHI other than as provided for by this Agreement. CONTRACTOR shall conduct an accurate and thorough assessment of the potential risks and vulnerabilities to the confidential, integrity and availability of electronic PHI. CONTRACTOR shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of CONTRACTOR's operations and the nature and scope of its activities. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with information concerning such safeguards.

CONTRACTOR shall implement strong access controls and other security safeguards and precautions in order to restrict logical and physical access to confidential, personal (e.g., PHI) or sensitive data to authorized users only. Said safeguards and precautions shall include the following administrative and technical password controls for all systems used to process or store confidential, personal, or sensitive data:

1. Passwords must not be:

a. Shared or written down where they are accessible or recognizable by anyone else; such as taped to computer screens, stored under keyboards, or visible in a work area;

b. A dictionary word; or

c. Stored in clear text

2. Passwords must be:

a. Eight (8) characters or more in length;

b. Changed every ninety (90) days;

c. Changed immediately if revealed or compromised; and

d. Composed of characters from at least three (3) of the following four (4) groups

from the standard keyboard:

- 1) Upper case letters (A-Z);
- 2) Lowercase letters (a-z);
- 3) Arabic numerals (0 through 9); and
- 4) Non-alphanumeric characters (punctuation symbols).

CONTRACTOR shall implement the following security controls on each workstation or portable computing device (e.g., laptop computer) containing confidential, personal, or sensitive data:

1. Network-based firewall and/or personal firewall;
2. Continuously updated anti-virus software; and
3. Patch management process including installation of all operating system/software

vendor security patches.

CONTRACTOR shall utilize a commercial encryption solution that has received FIPS 140-2 validation to encrypt all confidential, personal, or sensitive data stored on portable electronic media (including, but not limited to, compact disks and thumb drives) and on portable computing devices (including, but not limited to, laptop and notebook computers).

CONTRACTOR shall not transmit confidential, personal, or sensitive data via e-mail or other internet transport protocol unless the data is encrypted by a solution that has been validated by the National Institute of Standards and Technology (NIST) as conforming to the Advanced Encryption Standard (AES) Algorithm. CONTRACTOR must apply appropriate sanctions against its employees who fail to comply with these safeguards. CONTRACTOR must adopt procedures for terminating access to PHI when employment of employee ends.

J. Mitigation of Harmful Effects

CONTRACTOR shall mitigate, to the extent practicable, any harmful effect that is suspected or known to CONTRACTOR of an unauthorized access, viewing, use, disclosure, or breach of PHI by CONTRACTOR or its subcontractors in violation of the requirements of these provisions. CONTRACTOR must document suspected or known harmful effects and the outcome.

K. CONTRACTOR's Subcontractors

CONTRACTOR shall ensure that any of its contractors, including subcontractors, if

1 applicable, to whom CONTRACTOR provides PHI received from or created or received by CONTRACTOR
2 on behalf of COUNTY, agree to the same restrictions, safeguards, and conditions that apply to
3 CONTRACTOR with respect to such PHI and to incorporate, when applicable, the relevant provisions of
4 these provisions into each subcontract or sub-award to such agents or subcontractors.

5 L. Employee Training and Discipline

6 CONTRACTOR shall train and use reasonable measures to ensure compliance with the
7 requirements of these provisions by employees who assist in the performance of functions or activities on
8 behalf of COUNTY under this Agreement and use or disclose PHI and discipline such employees who
9 intentionally violate any provisions of these provisions, including termination of employment.

10 M. Termination for Cause

11 Upon COUNTY's knowledge of a material breach of these provisions by CONTRACTOR,
12 COUNTY shall either:

13 1. Provide an opportunity for CONTRACTOR to cure the breach or end the violation and
14 terminate this Agreement if CONTRACTOR does not cure the breach or end the violation within the time
15 specified by COUNTY; or

16 2. Immediately terminate this Agreement if CONTRACTOR has breached a material
17 term of these provisions and cure is not possible.

18 3. If neither cure nor termination is feasible, the COUNTY's Privacy Officer shall report
19 the violation to the Secretary of the U.S. Department of Health and Human Services.

20 N. Judicial or Administrative Proceedings

21 COUNTY may terminate this Agreement in accordance with the terms and conditions of this
22 Agreement as written hereinabove, if: (1) CONTRACTOR is found guilty in a criminal proceeding for a
23 violation of the HIPAA Privacy or Security Laws or the HITECH Act; or (2) a finding or stipulation that the
24 CONTRACTOR has violated a privacy or security standard or requirement of the HITECH Act, HIPAA or
25 other security or privacy laws in an administrative or civil proceeding in which the CONTRACTOR is a
26 party.

27 O. Effect of Termination

28 Upon termination or expiration of this Agreement for any reason, CONTRACTOR shall

1 return or destroy all PHI received from COUNTY (or created or received by CONTRACTOR on behalf of
2 COUNTY) that CONTRACTOR still maintains in any form, and shall retain no copies of such PHI. If return
3 or destruction of PHI is not feasible, it shall continue to extend the protections of these provisions to such
4 information, and limit further use of such PHI to those purposes that make the return or destruction of such
5 PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents, if
6 applicable, of CONTRACTOR. If CONTRACTOR destroys the PHI data, a certification of date and time of
7 destruction shall be provided to the COUNTY by CONTRACTOR.

8 P. Disclaimer

9 COUNTY makes no warranty or representation that compliance by CONTRACTOR with
10 these provisions, the HITECH Act, HIPAA or the HIPAA regulations will be adequate or satisfactory for
11 CONTRACTOR's own purposes or that any information in CONTRACTOR's possession or control, or
12 transmitted or received by CONTRACTOR, is or will be secure from unauthorized access, viewing, use,
13 disclosure, or breach. CONTRACTOR is solely responsible for all decisions made by CONTRACTOR
14 regarding the safeguarding of PHI.

15 Q. Amendment

16 The parties acknowledge that Federal and State laws relating to electronic data security and
17 privacy are rapidly evolving and that amendment of these provisions may be required to provide for
18 procedures to ensure compliance with such developments. The parties specifically agree to take such
19 action as is necessary to amend this agreement in order to implement the standards and requirements of
20 HIPAA, the HIPAA regulations, the HITECH Act and other applicable laws relating to the security or privacy
21 of PHI. COUNTY may terminate this Agreement upon thirty (30) days written notice in the event that
22 CONTRACTOR does not enter into an amendment providing assurances regarding the safeguarding of
23 PHI that COUNTY in its sole discretion deems sufficient to satisfy the standards and requirements of
24 HIPAA, the HIPAA regulations and the HITECH Act.

25 R. No Third-Party Beneficiaries

26 Nothing express or implied in the terms and conditions of these provisions is intended to
27 confer, nor shall anything herein confer, upon any person other than COUNTY or CONTRACTOR and their
28 respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

1 S. Interpretation

2 The terms and conditions in these provisions shall be interpreted as broadly as necessary to
3 implement and comply with HIPAA, the HIPAA regulations and applicable State laws. The parties agree
4 that any ambiguity in the terms and conditions of these provisions shall be resolved in favor of a meaning
5 that complies and is consistent with HIPAA and the HIPAA regulations.

6 T. Regulatory References

7 A reference in the terms and conditions of these provisions to a section in the HIPAA
8 regulations means the section as in effect or as amended.

9 U. Survival

10 The respective rights and obligations of CONTRACTOR as stated in this Section shall
11 survive the termination or expiration of this Agreement.

12 V. No Waiver of Obligations

13 No change, waiver or discharge of any liability or obligation hereunder on any one or more
14 occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit
15 enforcement of any obligation on any other occasion.

16 8. INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations
17 assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that
18 CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and employees will at all
19 times be acting and performing as an independent contractor, and shall act in an independent capacity and
20 not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY.
21 Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which
22 CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer
23 this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the
24 terms and conditions thereof.

25 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and
26 the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject
27 thereof.

28 Because of its status as an independent contractor, CONTRACTOR shall have

1 absolutely no right to employment rights and benefits available to COUNTY employees. CONTRACTOR
2 shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required
3 employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless
4 from all matters relating to payment of CONTRACTOR'S employees, including compliance with Social
5 Security withholding and all other regulations governing such matters. It is acknowledged that during the
6 term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or
7 to this Agreement.

8 9. MODIFICATION: Any matters of this Agreement may be modified from time to time by
9 the written consent of all the parties without, in any way, affecting the remainder.

10 10. NON-ASSIGNMENT: Neither party may assign, transfer or sub-contract this
11 Agreement nor their rights or duties under this Agreement without the prior written consent of the other
12 party.

13 11. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold harmless, and
14 at COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and
15 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or
16 resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its
17 officers, agents, or employees under this Agreement, and from any and all costs and expenses (including
18 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm,
19 or corporation who may be injured or damaged by the performance, or failure to perform, of
20 CONTRACTOR, its officers, agents, or employees under this Agreement.

21 12. INSURANCE
22 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or
23 any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following
24 insurance policies or a program of self-insurance, including but not limited to, an insurance pooling
25 arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

26 A. Commercial General Liability
27 Commercial General Liability Insurance with limits of not less than One Million Dollars
28 (\$1,000,000.00) per occurrence and an annual aggregate of One Million Dollars (\$1,000,000.00) in

1 conjunction with a Five Million Dollar (\$5,000,000.00) Umbrella policy. This policy shall be issued on a per
2 occurrence basis. COUNTY may require specific coverages including completed operations, products
3 liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability
4 insurance deemed necessary because of the nature of this contract.

5 B. Automobile Liability

6 Comprehensive Automobile Liability Insurance with limits of not less than One Million
7 Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include
8 any auto used in connection with this Agreement.

9 C. Professional Liability

10 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W.,
11 M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million
12 Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

13 D. Worker's Compensation

14 A policy of Worker's Compensation insurance as may be required by the California
15 Labor Code.

16 Additional Requirements Relating to Insurance

17 CONTRACTOR shall obtain endorsements to the Commercial General Liability
18 insurance naming the COUNTY, its officers, agents, and employees, individually and collectively, as
19 additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage
20 for additional insured shall apply as primary insurance and any other insurance, or self-insurance,
21 maintained by COUNTY, its officers, agents and employees shall be excess only and not contributing with
22 insurance provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or
23 changed without a minimum of thirty (30) days advance written notice given to COUNTY.

24 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents,
25 and employees any amounts paid by the policy of worker's compensation insurance required by this
26 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be
27 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under
28 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

1 Within thirty (30) days from the date CONTRACTOR signs and executes this
2 Agreement, CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all
3 of the foregoing policies, as required herein, to the COUNTY, (Paul Nerland, Director of Human Resources,
4 2220 Tulare Street, 16th Floor, Fresno, CA 93721), stating that such insurance coverage have been
5 obtained and are in full force; that the COUNTY, its officers, agents and employees will not be responsible
6 for any premiums on the policies; that for such worker's compensation insurance the CONTRACTOR has
7 waived its right to recover from the COUNTY, its officers, agents and employees any amounts paid under
8 the insurance policy and that waiver does not invalidate the insurance policy; that such Commercial
9 General Liability insurance names the COUNTY, its officers, agents and employees, individually and
10 collectively, as additional insured, but only insofar as the operations under this Agreement are concerned;
11 that such coverage for additional insured shall apply as primary insurance and any other insurance, or
12 self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not
13 contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance shall
14 not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to
15 COUNTY.

16 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as
17 herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this
18 Agreement upon the occurrence of such event.

19 All policies shall be issued by admitted insurers licensed to do business in the State of
20 California, and such insurance shall be purchased from companies possessing a current A.M. Best, Inc.
21 rating of A FSC VII or better.

22 13. AUDITS AND INSPECTIONS: The CONTRACTOR shall at any time during business
23 hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination
24 all of its records and data with respect to the matters covered by this Agreement. The CONTRACTOR
25 shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data
26 necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

27 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be
28 subject to the examination and audit of the Auditor General for a period of three (3) years after final

1 payment under contract (Government Code Section 8546.7).

2 14. NOTICES: The persons and their addresses having authority to give and receive
3 notices under this Agreement include the following:

4 COUNTY

5 Paul Nerland,
6 Director of Human Resources
7 2220 Tulare Street, 16th Floor
8 Fresno, CA 93721

CONTRACTOR

Anthony Frasco, CFO
Retiree First
3000 Midlantic Dr., Suite 101
Mount Laurel, NJ 08054

9 All notices between the COUNTY and CONTRACTOR provided for or permitted under
10 this Agreement must be in writing and delivered either by personal service, by first-class United States mail,
11 by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by
12 personal service is effective upon service to the recipient. A notice delivered by first-class United States
13 mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,
14 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one
15 COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,
16 with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by
17 telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is
18 completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the
19 next beginning of a COUNTY business day), provided that the sender maintains a machine record of the
20 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section
21 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,
22 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,
23 beginning with section 810).

24 15. GOVERNING LAW: Venue for any action arising out of or related to this Agreement
25 shall only be in Fresno County, California.

26 The rights and obligations of the parties and all interpretation and performance of this
27 Agreement shall be governed in all respects by the laws of the State of California.
28

1 16. DISCLOSURE OF SELF-DEALING TRANSACTIONS


2 This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-profit
3 or non-profit corporation) or if during the term of the agreement, the CONTRACTOR changes its status to
4 operate as a corporation.

5 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing
6 transactions that they are a party to while CONTRACTOR is providing goods or performing services under
7 this agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party
8 and in which one or more of its directors has a material financial interest. Members of the Board of
9 Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a
10 Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit C and incorporated herein by
11 reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or
12 immediately thereafter.

13 17. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the
14 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous
15 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and
16 understanding of any nature whatsoever unless expressly included in this Agreement.

1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and
2 year first hereinabove written.

3
4 **CONTRACTOR**

5 
6 (Authorized Signature)

7 David Zawrotny COO
8 Print Name & Title

9 3000 Midlantic Dr. Ste 101
10 Mt Laurel NJ 08054
11 Mailing Address

COUNTY OF FRESNO



Nathan Magsig
Chairman of the Board of Supervisors of
the County of Fresno

ATTEST:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

14 By: Susan Bishop
15 Deputy

21 **FOR ACCOUNTING USE ONLY:**

22 Fund No: 1060
23 Subclass: 10000
24 ORG No: 89250200
25 Account No: 7185
26
27
28

EXHIBIT A

EGWP AND MEDICARE SUPPLEMENT WORK ORDER

Retiree First shall:

A. Pre-Implementation and Implementation Services.

1. Perform market analysis for benefit programs provided through qualified Insurance Vendors;
2. Work with County to finalize Insurance Vendor's quotes and proposals for benefit programs that are consistent with County's benefit plan requirements;
3. Review the selected Insurance Vendor's benefit design and documentation to ensure it accurately reflects the quote and proposal that has been accepted and approved by the County;
4. Implement selected qualified Insurance Vendor's benefit to provide a fully insured group EGWP Part D Plan and Medicare Supplement Plan that will constitute approved benefits for purposes of this Agreement ("Approved Plans");
5. Handle all aspects of transition to the Approved Plan with Insurance Vendor; and
6. Provide implementation manager experienced in EGWP Part D and Medicare Supplement plans to manage the transition process and is a dedicated point of contact for County.
7. Obtain all necessary information from County on Eligible Members and Eligible Dependents;
8. Obtain from Center for Medicare Services ("CMS") an electronic eligibility return file;
9. Host kick-off meeting and retiree educational seminars (including providing advocates for one-on-one meetings if needed) if applicable;
10. In coordination with Carrier send all qualified Eligible Members and Eligible Dependents a Welcome Kit and Insurance card;

B. Ongoing Plan Management.

1. Help manage all eligibility maintenance in CMS's approved format to ensure the County does not need to change its software systems;
2. Compare the County's eligibility information against Medicare to ensure no deceased members are on file and to ensure PHI and address accuracy;
3. Accept eligibility updates electronically as determined by the County;
4. Provide the County with support as needed with all CMS filing and reporting requirements;
5. Handle all group billing administration and collections as required by the County and carriers;

EXHIBIT A

6. Verify eligibility and provide the County with full monthly eligibility, including amount paid to the Insurance Vendor and names of Eligible Members for whom payments are made each month;
7. Submit payment to Insurance Vendors in timely fashion to ensure uninterrupted coverage;
8. Prepare and make available reports, on services provided under this Agreement including:
 - a. Member Interaction Logs – A comprehensive report with information on what issues members are calling about and average call times, so problems can be identified for individual members;
 - b. Disruption Reports – Provide information on disruptions including the number of tier exceptions, formulary exceptions, and appeals received;
 - c. Call Recordings – Provide individual call recordings upon request.
9. Coordinate with Insurance Vendors to provide County with monthly eligibility maintenance and reporting;
10. Assist in preparation of benefit summaries for the selected Insurance Vendor's Approved Plan that are consistent with the County's benefit plan requirements (including any Summary of Material Modification ("SMM") and Summary of Benefits and Coverage ("SBC"), where applicable;
11. Perform all functions in compliance with CMS;
12. Manage all CMS Part D filings and requirements including Late Enrollment Penalty ("LEP") and Opt-Out assistance and low income subsidy ("LIPS") assistance;
13. Provide dedicated County Account Representative who is an experienced Medicare professional who manages the overall service experience for the County's account;
14. Provide Account Management team to assist County with all aspects of plan maintenance;
15. Provide members with group specific regional dedicated County call-center number and live member support (all calls can be handled in over 300 languages are TTY compatible), including 10-year retention on all call recordings;
16. Provide Member Advocates whose services are dedicated to County and who are licensed, AHIP certified health professionals and experts in the details of the Medicare system to:
 - a. Assist members with obtaining and retaining Medicare eligibility and enrollment in accordance with CMS requirements;
 - b. Guide Eligible Members and Eligible Dependents through multiple plan options when applicable;
 - c. Provide claims, billing and premium payment support;
 - d. Assist disabled members and members turning 65 with applying for Medicare;

EXHIBIT A

- e. Provide proactive pharmacy and physician support to Eligible Members and Eligible Dependents;
 - f. Assist with pharmacy related questions such as generic availability, prior authorizations, and mail-order services;
 - g. Interface directly with Social Security, CMS and physicians on behalf of Eligible Members to solve problems;
 - h. Assist Members and Dependents with copay/coinsurance and assist members with getting incorrect amounts rectified;
 - i. Provide assistance with Part B medications and supplies;
 - j. Provide Eligible Members with solutions if formulary disruptions occur;
 - k. Assist with provider selection and alternative provider assistance;
 - l. Make resolution calls to all Eligible Members and Eligible Dependents to ensure that issues raised have been resolved;
 - m. Assist with appeals to Medicare or the carrier if there is a coverage denial to ensure Eligible Members and Eligible Dependents are obtaining all of the benefits of the Approved Plan and Medicare;
17. Maintain records of the County for the duration of the Agreement and for ten (10) years from the date of issuance or occurrence, including records and notations of all calls.

C. Benefit Renewals & Request for Proposal (“RFP”) Work.

- 1. Provide report to Trustees with comprehensive review of Insurance Vendor’s Approved Plan (including competitive pricing and cost review);
- 2. Provide recommendations to the Trustees on the renewal options for subsequent calendar year(s);
- 3. Negotiate with proposed Insurance Vendors to obtain best price for vendor agreements for the following calendar year; and
- 4. Assist Trustees in handling renewal management and ongoing maintenance of Insurance Vendor contracts.

D. CMS Plan Regulatory Notification Procedures.

- 1. Prepare CMS mandated Member communications;
- 2. Prepare County Specific Announcement Letters; and
- 3. Prepare and file Group Creditable Coverage attestation filing.

Medical Supplement Financial Rate Summary Prepared for: County of Fresno

Plan: Med Sup - County of Fresno - United American 2020

Medical Supplement Carrier: United American

Rate Period: 1/1/2020 - 12/31/2020

Medical Supplement Premium - **\$189.50 PMPM**

Medicare Part A Services	Member Pays
Part A Deductible	\$0
Part A Coinsurance	\$0
Skilled Nursing Facility Care	\$0 (days 1-100)
Emergency Room	\$0
Medicare Part B Services	
Part B Deductible	\$0
Part B Coinsurance	\$0
Primary Care Visit	\$0
Specialist Visit	\$0
Part B Excess Covered	Yes
Medical Supplement Coverage Specifications	
Medical Out-of-Pocket Maximum	N/A
Foreign Travel Coverage	\$250 deductible and 20% coinsurance for medically necessary emergency care services beginning during the first 60 days of each trip outside the USA up to a \$50,000 lifetime maximum.

Medical Supplement Stipulations

- Network open to any medical facility that accepts Medicare in all 50 states to include U.S. territories.
- The proposed plan premium rate includes all insurance fees and administrative costs.
- The rates provided are quoted on a full replacement basis.
- Price above is based on census provided. We reserve the right to rerate this policy pending any new census information.

Medical Supplement Financial Rate Summary Prepared for: County of Fresno
Part D Financial Rate Summary Prepared for: County of Fresno

Plan: EGWP - County of Fresno - United HealthCare 2020

Part D Carrier: United HealthCare

Rate Period: 1/1/2020 - 12/31/2020

Part D Pharmacy Premium - **\$228.80 PMPM**

Pharmacy Coverage		Member Pays
Prescription Deductible		\$0
Retail 30 Day Supply		
Tier 1-A (Preferred Generics)		N/A
Tier 1 (Generics)		\$0
Tier 2 (Pref. Brands)		\$20
Tier 3 (NP Brands)		\$30
Tier 4 (Specialty) *		\$20
Retail 90 Day Supply		
Tier 1-A (Preferred Generics)		N/A
Tier 1 (Generics)		\$0
Tier 2 (Pref. Brands)		\$50
Tier 3 (NP Brands)		\$75
Tier 4 (Specialty)		\$50
Mail-Order 90 Day Supply		
Tier 1-A (Preferred Generics)		N/A
Tier 1 (Generics)		\$0
Tier 2 (Pref. Brands)		\$50
Tier 3 (NP Brands)		\$75
Tier 4 (Specialty)		\$50
Part D Coverage Specifications		
Prescription Out-of-Pocket Maximum		N/A
Drug Formulary		Most Comprehensive (Open)
Lifestyle Drugs Covered		Yes
All Non-Part D Drugs Covered		Yes
Utilization Management		Prior Authorizations, Quantity Limits and Step Therapy
Coverage Gap		Full-Coverage
Catastrophic Coverage		The greater of 5% or \$3.60 for generics and \$8.95 for all other drugs, not to exceed the copays above.

*Most specialty drugs can only be dispensed up to a 31-day supply at retail

Part D Stipulations

- The plan premium rate includes all Medicare Part D subsidies with no additional subsidy filing needed.
- The catastrophic coverage phase begins once the true out-of-pocket costs has reached \$6350 in 2020 per CMS.
- Network of over 60,000+ locations including all major chains, supermarkets, and mom/pop stores.
- All Part D drug plans are creditable coverage; therefore, Creditable Coverage Notices are not required.
- Price above is based on census provided. We reserve the right to re-rate this policy pending any new census information.

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit C

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	