

AMENDMENT TO RETIREE FIRST RETIREE BENEFIT MANAGEMENT SERVICES AGREEMENT

This Amendment (this “Amendment”) to the RETIREE BENEFIT MANAGEMENT SERVICES AGREEMENT between RETIREE FIRST LIMITED LIABILITY COMPANY (“Manager”) and BRAZORIA COUNTY, TEXAS (the “Client” or “Fund”) dated May 30, 2024 (the “Agreement”) is made and entered into by Manager and Client effective on January 1, 2025.

WHEREAS, Manager and Client desire to amend the Agreement in accordance with the terms and conditions of the Agreement.

NOW, THEREFORE, Manager and Client hereby amend the Agreement as follows:

1. The 2025 rate shall be revised to include \$319.68. Additionally, the document shall be revised to include Exhibit B1 (attached).
2. The document shall be revised to include exhibit A1 (attached).
3. This Amendment may be executed in two (2) or more counterparts each of which shall be deemed an original and all of which taken together shall constitute one and the same Amendment.
4. Subsidiaries and Affiliates. Client acknowledges and agrees that certain services hereunder may be performed or provided by Manager’s subsidiaries or affiliates, including, without limitation, Labor First, LLC , a licensed insurance agency. Client further acknowledges that all insurance products and services offered herein are provided by our affiliate Labor First, LLC (d/b/a Labor First Insurance Solutions, LLC in CA and Labor First Insurance Brokerage, LLC in NY), a licensed insurance agency, on behalf of one or more insurance companies. All descriptions or illustrations of coverage provided by Labor First are for general informational purposes only and do not amend, alter, or modify any insurance policy or guarantee any specific price, quote or coverage. Not all products and services are available in all states or to all customers. Nothing herein is intended or should be interpreted as the sale or solicitation of insurance by Retiree First. To the extent any of Manager’s subsidiaries or affiliates provide services hereunder, Manager represents and warrants that such subsidiaries and affiliates shall adhere to all terms and conditions of this Agreement.

IN WITNESS WHEREOF, Manager and Client hereto have executed this Amendment.

Subsidiaries and Affiliates. Client acknowledges and agrees that certain services hereunder may be performed or provided by¹ Manager’s subsidiaries or affiliates, including, without limitation, Labor First, LLC (d/b/a Labor First Insurance Solutions, LLC) (“Licensed Affiliate”), a licensed insurance agency. Client further acknowledges that any insurance products and services that may be offered in connection with the services will be recommended and provided by Licensed Affiliate, on behalf of one or more insurance companies. To the extent any of Manager’s subsidiaries or affiliates provide services hereunder, Manager represents and warrants that such subsidiaries and affiliates shall adhere to all terms and conditions of this Agreement.

BRAZORIA COUNTY, TEXAS

By _____

Authorized Signature

Print Name _____

Print Title _____

Date _____

RETIREE FIRST

By _____

Authorized Signature

Print Name _____

Print Title _____

Date _____

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Exhibit A1

EMPLOYER GROUP WAIVER PLAN (EGWP) WORK ORDER

A. Pre-Implementation

1. Provide to client consultation on retiree benefit and vendor strategies and perform a market analysis of insurance carrier bids as applicable.

B. Implementation Services.

1. 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 Client;
2. Implement selected qualified Insurance Vendor's benefit to provide a fully insured group Employer Group Waiver Plan (EGWP) Part D Plan that will constitute approved benefits for purposes of this Agreement ("Approved Plan");
3. Handle all aspects of transition to the Approved Plan with Insurance Vendor; and
4. Provide implementation manager experienced in Employer Group Waiver Plan (EGWP) Part D plans to manage the transition process and is a dedicated point of contact for Client.
5. Obtain all necessary information from Client on Eligible Members and Eligible Dependents;
6. Obtain from Center for Medicare Services ("CMS") an electronic eligibility return file;
7. Host a kick-off meeting/retiree educational seminar (including providing service members after the meeting for one-on-one individual meetings if needed) if applicable;
8. In coordination with insurance vendor, send all qualified Eligible Members and Eligible Dependents a Welcome Kit and Insurance card;

C. Ongoing Plan Management.

1. Help manage all eligibility maintenance and convert to a CMS's approved format;
2. Review CMS return files and update eligibility information accordingly including ensuring no deceased members are on file and to ensure PII and address accuracy;
3. Accept eligibility updates electronically as determined by the Client;

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4. Provide the Client with support as needed with all CMS filing and reporting requirements;
5. Handle all group billing administration and collections as required by the Client and insurance vendors.
6. Verify eligibility and provide the Client 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 Vendor in timely fashion to ensure uninterrupted coverage;
8. 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 highlighting any outliers or trends;
 - b. Call Stats: ASA, Abandonment, and Average Call Time
9. Coordinate with Insurance Vendor to provide Client 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 Client'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 Client Account Representative who is an experienced Medicare professional who manages the overall service experience for the Client's account;
14. Provide Account Management team to assist Client with all aspects of plan maintenance;
15. Provide members with group specific regional dedicated client 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 who are experts in the details of the plan and Medicare system to:

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- 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;
- e. Provide proactive pharmacy and Rx related 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 when prescription formulary disruptions occur;
- k. Make resolution calls to all Eligible Members and Eligible Dependents to ensure that issues raised have been resolved;
- l. Assist with appeals to Medicare or the Employer Group Waiver Plan (EGWP) insurance vendor if there is a coverage denial to ensure Eligible Members and Eligible Dependents are obtaining all the benefits of the Approved Plan and Medicare;

17. Maintain records of the Client 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.

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

1. Provide report to Client with comprehensive review of Insurance Vendor’s Approved Plan (including competitive pricing and cost review);

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2. Provide recommendations to the Client 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 Client in handling renewal management and ongoing maintenance of Insurance Vendor contracts.

E. CMS Plan Regulatory Notification Procedures.

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

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Exhibit B1

Part D Financial Rate Summary Prepared for: Brazoria County

Plan: Part D - Humana - Brazoria County - 2026 - 10/20

Rate Period: 1/1/2026 - 12/31/2026

Part D Pharmacy Rate - **\$319.68 PMPM**

Pharmacy Coverage	Member Pays
Prescription Deductible	\$0
Retail 30 Day Supply	
Tier 1-A (Preferred Generics)	N/A
Tier 1 (Generics)	\$10
Tier 2 (Pref. Brands)	\$20
Tier 3 (NP Brands)	\$40
Tier 4 (Specialty)*	\$80
Retail 90 Day Supply	
Tier 1-A (Preferred Generics)	N/A
Tier 1 (Generics)	\$30
Tier 2 (Pref. Brands)	\$60
Tier 3 (NP Brands)	\$120
Tier 4 (Specialty)	Limited to one-month supply
Mail-Order 90 Day Supply	
Tier 1-A (Preferred Generics)	N/A
Tier 1 (Generics)	\$0
Tier 2 (Pref. Brands)	\$40
Tier 3 (NP Brands)	\$80
Tier 4 (Specialty)	Limited to one-month supply
Part D Coverage Specifications	
RX Tiers	4 Tier
Prescription Out-of-Pocket Maximum	\$2,100 CMS Requirement
Drug Formulary	Most Comprehensive (Open)
Lifestyle Drugs Covered	Yes
All Non-Part D Drugs Covered	Yes
Part B Diabetic Rider	No
ACA Preventative Drug	No
Utilization Management	Prior Authorizations, Quantity Limits and Step Therapy
Coverage Gap	Does Not Apply in 2026

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Catastrophic Coverage	Members pay \$0
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*Most specialty drugs can only be dispensed up to a 31-day supply at retail

Part D Stipulations

- The plan rate includes all Medicare Part D subsidies with no additional subsidy filing needed.
- The catastrophic coverage for 2026-member cost share post-TrOOP (\$2100) is \$0.
- Pharmacy network of over 60,000+ locations including all major chains, supermarkets, and independently owned pharmacies.
- 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 rerate this policy pending any new census information.
- During this policy term, if there are changes by CMS or federal law in relation to MAPD, MA, Med Supp, or EGWP plans there may be changes to the rates and/or benefit provisions. In the event that this were to occur, any changes will be communicated to the Group not less than 60 days before the effective date of any such change (other than mutually agreed changes) or shorter notice as may be required to comply with CMS or federal law.

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