

RETIREE BENEFIT MANAGEMENT SERVICES AGREEMENT

THIS RETIREE BENEFIT MANAGEMENT SERVICES AGREEMENT (this “Agreement”) is entered into as of the 1st day of January 2025 (the “Effective Date”), by and between **BRAZORIA COUNTY, TEXAS**, with principal offices located at 111 E. Locust St. Angleton, TX 77515 (the “Client”), and **RETIREE FIRST LIMITED LIABILITY COMPANY** with offices located at 1000 Midlantic Dr., Mount Laurel, NJ 08054 (the “Manager”). Client and Manager are referred to here individually as a “Party” and collectively as the “Parties.”

WHEREAS, the Client provides health benefits for eligible participants;

WHEREAS, Manager 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, Client desires to engage Manager in connection with the management of certain retiree group health benefits on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises stated herein and other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows.

1. Engagement of Manager.

1.1. Engagement. Client hereby engages Manager to perform, and Manager hereby agrees to perform, retiree health benefit plan management and administration services as set for in accompanying Scope of Work.

1.2. Scope. Unless otherwise mutually agreed by the Parties, no services other than those identified in this Agreement and in the Financial Rate Summary(ies) and Scope of Work hereto are included within the scope of this Agreement.

2. Plan Design. The Parties will set forth the plan design, Insurance Vendor, and rates in Financial Rate Summary(ies) attached as an addendum to this agreement for the period effective January 1, 2025, through December 31, 2025 (the “Initial Plan Year”) once finalized.

3. Service Fees. Manager’s compensation for services identified on the accompanying Scope of Work is included in all rates secured for Client as outlined in Financial Rate Summary(ies).

4. Termination.

4.1. Term. This Agreement is effective as of the Effective Date and shall terminate and expire on December 31, 2025 (the end of the Initial Plan Year); *however*, this Agreement will renew for successive one-year (1-year) periods at the Insurance Vendor’s Renewal Rate disclosed by Manager in writing to Client at least ninety days (90 days) prior to the end of the then current plan year, unless upon written agreement by the parties.

4.2. Termination. Either Party may terminate this Agreement at any time upon a material breach by the other Party of such Party’s obligations under this Agreement or under the Business Associate Agreement attached to this Agreement (or any similar agreement entered into by the Parties in connection herewith); *provided, however*, that the Party alleging a breach shall provide the other Party with

written notice describing the facts and circumstances of the alleged breach in reasonable detail, and the Party alleged to be in breach shall have a period of not less than thirty (30) days in which to cure such alleged deficiency. Upon termination of the Agreement, Manager will release to Client or to a successor administrator, all Client records, data, and files (including copies thereof) within a reasonable time period following the termination date, not to exceed 60 days following the effective date of termination of the Agreement.

4.3. This Agreement shall terminate upon Brazoria County's failure to appropriate the required monetary funds to meet its obligations pursuant to the Agreement. In the event of termination for failure to appropriate the necessary funds, Brazoria County shall give Retiree First thirty (30) days' notice of its necessity to terminate the Agreement.

5. Confidentiality.

5.1. Business Confidential Information. Each party acknowledges that performance of the Agreement may involve access to and disclosure by each Party of its proprietary and nonpublic information including, without limitation, business plans, data, rates, procedures, materials, lists, systems and information (collectively "**Business Confidential Information**"). No Business Confidential Information shall be disclosed to any third party other than a party's representatives who have a need to know such Business Confidential Information in relation to administration of the Client, and provided that such representatives are informed of the confidentiality provisions hereof and agree to abide by them, except disclosures required by law, including pursuant to the Texas Public Information Act. All such Business Confidential Information must be maintained in strict confidence. Any documents disclosed to a third party shall only be disclosed as required by applicable law, including the Texas Public Information Act.

5.2. Protected Health Information. Each Party acknowledges that the terms of this Agreement may involve the sharing of Protected Health Information (as such term is used in the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA)) of the Client's participants. As a condition precedent to each Party's obligations under this Agreement, the Parties shall each execute and deliver a Business Associate Agreement ("BAA") in substantially the form attached hereto, or a similar agreement containing such terms as may be mutually agreed upon by the Parties and meeting the requirements of HIPAA and any other applicable law. The parties executed BAA is attached hereto as exhibit XXX and incorporated herein for all purposes. To the extent there is any conflict between the provisions of this Agreement and the BAA, the terms of the BAA shall govern.

5.3. General Provisions. Upon termination of the Agreement, each party, upon the request of the other, will promptly return or destroy all copies of the other Party's Business Confidential Information (including any Protected Health Information of Client's Participants, in the case of Manager) in its possession or control except to the extent such confidential information must be retained pursuant to applicable law.

6. Indemnification.

6.1. Indemnification by Manager. Manager shall indemnify, defend and hold harmless Client, its trustees, administrators, officers, directors, employees, agents, affiliates, predecessors, successors and assigns (acting in their capacities as such, but not as Client Participants) (collectively, the "Client Released Parties") from and against any and all claims, suits, losses, liabilities, inquiries, investigations, costs, reasonable attorneys' fees, monetary penalties, and damages incurred by any Client Released Party as a result, directly or indirectly, of Manager's gross negligence, willful misconduct, fraud or material breach of this Agreement.

6.2. Procedure. The Client seeking indemnification may assume responsibility for the direction of its own defense at any time, including the right to settle or compromise any claim against it without the consent of the indemnifying party, Manager, provided that in doing so it shall be deemed to have waived its right to indemnification pursuant to this Agreement, except in cases where the indemnifying party, Manager, has declined to defend against the claim.

7. Notices. Any notice or other communication required or permitted hereunder shall be effective if delivered to the other Party in writing and delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile, or email, or by certified or registered mail (in each case, return receipt requested, postage prepaid), to the following addresses:

If to Manager:

RETIREE FIRST
1000 Midlantic Dr., Suite 100
Mount Laurel, NJ 08054
Attn: Anthony Frasco
AFrasco@retireefirst.com

If to Client:

BRAZORIA COUNTY, TEXAS
Purchasing Director
Attn: Susan P Serrano
Email sserrano@brazoriacountytx.gov

8. 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 or Retiree First LLC. 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.

9. Miscellaneous.

9.1. Amendments; Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto, and any of the terms thereof may be waived only by a written document signed by each Party to this Agreement or, in the case of waiver, by the Party or Parties waiving compliance. No waiver of a breach shall waive or excuse any different or subsequent breach.

9.2. Severability. Any provision of this Agreement that is determined by a Court of competent jurisdiction to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of the Agreement's remaining provisions, to the maximum extent permitted by applicable law.

9.3. Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the entire and exclusive understanding between the Parties with respect to its subject matter, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

9.4. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to the conflict of laws provisions or rules thereof or of any other jurisdiction to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Texas.

9.5. Counterparties. This Agreement may be executed in counterparts and by facsimile, email or other electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year set forth below (but effective as of the Effective Date).


CLIENT:

MANAGER:

BRAZORIA COUNTY, TEXAS

RETIREE FIRST

By: 
Name: L.M. "Matt" Sebesta
Title: County Judge
Date: 05/30/24

By: 
Name: David Zawrotny
Title: CSO
Date: 5/13/24

HIPAA BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT (this “Agreement”) is effective as of January 1, 2025, (the “Effective Date”), by and among Retiree First LLC with offices located at 1000 Midlantic Drive, Suite 100, Mount Laurel, New Jersey 08054 (hereinafter referred to as “Business Associate”), including all subsidiaries and affiliates, and Brazoria County, Texas (hereinafter referred to as “Covered Entity”). This Agreement supersedes any previous Business Associate Agreement between the parties hereto.

WHEREAS, Covered Entity must disclose PHI to Business Associate for purposes of a function or activity of Covered Entity relating to PHI; and

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and security of PHI received by or disclosed to Business Associate in compliance with the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164 (the “HIPAA Rules”) under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”); and

WHEREAS, Covered Entity and Business Associate agree that this Agreement sets forth the terms and conditions pursuant to which Protected Health Information that is provided by, or created or received by, Business Associate from or on behalf of Covered Entity, will be handled between Business Associate and Covered Entity and with third parties during the term of the Business Associate Agreement and after its termination.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in the Agreement and below, the parties hereby agree as follows:

Definitions.

“Business Associate” shall generally have the same meaning as the term “business associate” at 45 C.F.R. 160.103.

“Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 C.F.R. 160.103.

“Designated Record Set” (45 C.F.R. §164.501) means a group of records maintained by or for Covered Entity that is (i) the medical records and/or billing records about individuals maintained by or for a covered health care provider; or (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for Covered Entity to make decisions about individuals.

“Electronic Protected Health Information” or “EPHI” (45 C.F.R. §160.103) means individually identifiable health information transmitted by Electronic Media or maintained in Electronic Media.

“Electronic Media” (45 C.F.R. §160.103) means (1) electronic storage media on which data is or may be recorded electronically, including devices in computers (hard drives) and any removable/transportable digital memory medium, such as a magnetic tape or disk, optical disk, or digital memory card; or (2) transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet, or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media.

“Individual” (45 C.F.R. §160.103) means the person who is the subject of Protected Health Information.

“Individually Identifiable Health Information” (45 C.F.R. §160.103) means information, including demographic information, collected from an individual that (i) is created or received by a healthcare provider, health plan, employer or healthcare clearinghouse; and (ii) relates to the past, present or future physical or mental health or condition of an individual, the provision of healthcare to an individual, or the past, present or future payment for the provision of healthcare to an individual; and (a) identifies the individual, or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

“Protected Health Information” (“PHI”) (45 C.F. R. §160.103) means Individually Identifiable Health Information that is (i) transmitted by electronic media; (ii) maintained in any medium constituting electronic media; or (iii) transmitted or maintained in any other form or medium.

“Security Breach” (as defined under 45 C.F.R. §164.402, including certain exceptions) means the unauthorized acquisition, access, use, or disclosure of PHI in a manner not permitted under subpart E of HIPAA which compromises the security or privacy of such information, but excludes those disclosures specified as excluded from the definition of “Breach” in 45 C.F.R. §164.402.

“Security Incident” (45 C.F.R. §164.304) means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

All terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in HIPAA.

Use and Disclosure of PHI.

Business Associate may only use or disclose PHI solely for the purpose of performing the service and/or functions for which Covered Entity has retained Business Associate, subject to the terms and conditions of this Agreement.

Business Associate agrees to use PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity only as permitted or required by this Agreement or as otherwise required by law. All such uses and disclosures also shall be in compliance with each applicable requirement of 45 C.F.R. §164.504(e). Business Associate shall not, and shall ensure that its directors, officers, employees, contractors, and agents do not,

use or disclose PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity in any manner that would constitute a violation of the rules governing the use of such information contained in 45 C.F.R. Part 160 and 164, if used in such a manner by Covered Entity, except for the specific uses and disclosures set forth below.

Except as otherwise limited in this Agreement, Business Associate (1) may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate; (2) may disclose PHI for the proper management and administration or to carry out the legal responsibilities of the Business Associate provided (a) that disclosures are Required by Law (as defined in 45 C.F.R. §164.103) or (b) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached; and (3) may use PHI to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. §164.504(e)(2)(i)(B). Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI unless Business Associate or Covered Entity has obtained a valid HIPAA-compliant authorization from the individual that specifies whether the PHI can be further exchanged for remuneration by Business Associate.

Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity's minimum necessary policies and procedures.

Safeguards. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement and agrees to comply with the following provisions concerning Electronic Protected Health Information. Business Associate will:

Implement or maintain administrative, physical and technical safeguards designed to reasonably protect the confidentiality, integrity, and availability of Electronic Protected Health Information as required by HIPAA, including without limitation, 45 C.F.R. §§164.308, 164.310, and 164.312; and

In accordance with 45 C.F.R. §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of Business Associate agrees to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

Policies and Procedures. Business Associate agrees to implement reasonable and appropriate policies and procedures to comply with HIPAA, pursuant to 45 C.F.R. §164.316. Business Associate also agrees to maintain such policies and procedures in written or electronic form and will document and retain such documentation regarding all actions, activities and assessments required under the HIPAA Rules consistent with 45 C.F.R. §164.316(b).

Training. Business Associate agrees that it will implement a security awareness and training program in accordance with 45 C.F.R. § 164.308(a)(5).

Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

Reporting of Disclosures of PHI. Business Associate shall report to Covered Entity as soon as reasonably practicable following its discovery of any Security Incident, Security Breach or use or disclosure of PHI in violation of this Agreement of which it becomes aware, but in no case more than three (3) days after such discovery. Business Associate shall take prompt corrective action to cure any deficiencies and will take any action pertaining to such Security Breach/Incident required by applicable federal and state laws and regulations. Business Associate shall set forth any available information that the Covered Entity is required to include in notification to an individual under 45 C.F.R. §164.404(c). To the extent Business Associate coordinates and assists Covered Entity in providing notice of the Security Breach/Incident to Individuals, the media or the United States Secretary of Health and Human Services (the “Secretary”), Business Associate agrees to do so in accordance with 45 C.F.R. §164.404, 45 C.F.R. §164.406 and 45 C.F.R. §164.408, as applicable.

Notwithstanding the foregoing, the parties acknowledge and agree that this Section 7 constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence or attempts of Unsuccessful Security Incidents for which no additional notice to Covered Entity shall be required. “Unsuccessful Security Incidents” means, without limitation, pings and other broadcast attacks on Business Associate’s firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Protected Health Information.

Agreements with Third Parties. Business Associate agrees to ensure that any agent, including a subcontractor, which creates, receives, maintains, or transmits PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information by entering into a contract or other arrangement that complies with 45 C.F.R. §164.314. Business Associate shall ensure that any agent, including a subcontractor, to whom it provides EPHI agrees to implement reasonable and appropriate safeguards to protect the EPHI. Business Associate shall disclose to such subcontractors or agents only the minimum PHI necessary (as defined under the HIPAA Rules) to perform or fulfill a specific function required or permitted under this Agreement.

Access to Information. Business Associate agrees to provide access, at the request of Covered Entity, to PHI in a Designated Record Set to an individual or Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. §164.524.

Amendments/Availability of PHI for Amendment. Business Associate agrees to make any amendments to PHI in a Designated Record Set that Covered Entity directs or agrees to in accordance with the requirements of 45 C.F.R. §164.526, or to make PHI available to Covered Entity as it may require to fulfill Covered Entity’s obligations to amend PHI pursuant to HIPAA, or to take other measures as necessary to satisfy Covered Entity’s obligations under 45 C.F.R. §164.526.

Accounting of Disclosures. Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. §164.528. Business Associate agrees to respond to requests from Covered Entity or an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528.

Restrictions. Business Associate agrees to respond to requests by an Individual for restrictions on the use and disclosure of PHI in accordance with 45 C.F.R. §164.522 (or implement a restriction agreed to by Covered Entity), including requests for confidential communications, and to notify Covered Entity immediately regarding any restrictions to which Business Associate agrees.

Compliance. For purposes of the Secretary determining Covered Entity's and Business Associate's compliance with the HIPAA Rules and HIPAA, Business Associate agrees to make internal practices, books, and records, including PHI and policies and procedures relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity, available to Covered Entity, or to the Secretary, in a reasonable time and manner or as designated by the Secretary.

Return of PHI Upon Termination. Upon termination of this Agreement for any reason, Business Associate, with respect to protected health information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

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 Section, for as long as Business Associate retains the PHI;

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 set out at Section 2, paragraph 3, which applied prior to termination;

Performance of Covered Entity's Obligations. To the extent the Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Covered Entity agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

Termination. Covered Entity shall (i) provide Business Associate with thirty (30) days written notice of the existence of an alleged material breach; and (ii) afford Business Associate an opportunity to cure said alleged material breach to Covered Entity's satisfaction within the stated time period. Failure to cure the alleged breach to Covered Entity's satisfaction within such time periods is grounds for immediate termination of the Agreement; provided, however, that in the event that Covered Entity determines that termination of the Agreement is not feasible, Business Associate hereby acknowledges that Covered Entity shall have the right to report the breach to the Secretary, notwithstanding any other provision of the Agreement to the contrary. To the extent that Business Associate knows of a pattern of activity or practice of

Covered Entity that constitutes a material breach or violation of Covered Entity's obligations under this Agreement, Business Associate will take reasonable steps to assist Covered Entity in curing the breach or ending the violation, and if such steps are unsuccessful, Business Associate may terminate this Agreement, if feasible. If termination is not feasible, Business Associate may report the problem to the Secretary.

No Third Party Beneficiaries. Nothing in the Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever. Notwithstanding the foregoing, Business Associate agrees to permit assignment of any claim against Business Associate by Covered Entity to Covered Entity's insurance carrier or other assignee.

Covered Entity's Obligations. Covered Entity shall notify Business Associate of any limitation(s) in Covered Entity's Notice of Privacy Practices in accordance with 45 C.F.R. §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's use or disclosure use of PHI.

Miscellaneous.

Regulatory References. A reference in the Agreement to a section in the HIPAA Rules means the section as in effect or as amended from time to time.

Amendment. The parties hereto agree to take such action to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law. No amendment or modification of any provision of this Agreement shall be binding unless in writing and signed by the parties hereto.

Survival. The respective rights and obligations of Business Associate under Section 14 of this Agreement shall survive the termination of this Agreement.

Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

Notices. Any notice or document required or permitted to be given under this Agreement shall be deemed to be given on the date one day after such notice is (i) deposited in the United States mail, postage prepaid, certified mail, return receipt requested, or (ii) deposited with a commercial overnight delivery service with delivery fees paid.

Governing Law. This Agreement shall be governed by the internal laws of the state of Texas.

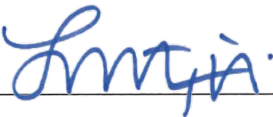
Signatures. This Agreement may be signed in counterparts, each of which shall be deemed to be a fully executed original. An original signature transmitted by facsimile shall be deemed to be original for purposes of this Agreement.

Titles and Captions. All article, section and paragraph titles and captions contained in this Agreement are for convenience only and are not deemed a part of the context hereof.

Attorney's Fees. If either party shall breach this Agreement, the non-breaching party shall be entitled to recover, in addition to other damages, reasonable attorney's fees and costs.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on and effective as of the date first written above.

COVERED ENTITY
Brazoria County, Texas

By: _____

Name: L.M. "Matt" Sebesta, Jr.
Title: County Judge

BUSINESS ASSOCIATE
Retiree First LLC

By: _____

Name: David Zawrotny
Title: CSO

EMPLOYER GROUP WAIVER PLAN (EGWP) AND MEDICARE SUPPLEMENT 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. 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;
3. Implement selected qualified Insurance Vendor's benefit to provide a fully insured group Employer Group Waiver Plan (EGWP) Part D Plan and Medicare Supplement Plan that will constitute approved benefits for purposes of this Agreement ("Approved Plans");
4. Handle all aspects of transition to the Approved Plan with Insurance Vendor; and
5. Provide implementation manager experienced in Employer Group Waiver Plan (EGWP) Part D and Medicare Supplement plans to manage the transition process and is a dedicated point of contact for Client.
6. Obtain all necessary information from Client on Eligible Members and Eligible Dependents;
7. Obtain from Center for Medicare Services ("CMS") an electronic eligibility return file;
8. Host a kick-off meeting/retiree educational seminar (including providing advocates after the meeting for one-on-one individual meetings if needed) if applicable;
9. 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. Compare the Client's eligibility information against Medicare to ensure no deceased members are on file and to ensure PII and address accuracy;
3. Accept eligibility updates electronically as determined by the Client;
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 Vendors 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 average call times, so problems can be identified for individual members;
 - b. Call Recordings – Provide individual call recording summaries upon request.
9. Coordinate with Insurance Vendors 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 whose services are dedicated to Client 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;
 - 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 insurance vendor 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 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);
- 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 and file Group Creditable Coverage attestation filing.