Administrative Services Agreement 2024

HALL COUNTY, GEORGIA

healthgram

healthgram

ADMINISTRATIVE SERVICES AGREEMENT

THIS ADMINISTRATIVE SERVICES AGREEMENT (the "Agreement") is made by and between Hall County, Georgia (the "Employer" or the "Plan Administrator") and Healthgram, Inc. (the "Plan Supervisor") (hereinafter collectively, the "Parties" or individually, a "Party"). This Agreement is to be in effect as of the day both signatures have been affixed by the Parties' authorized representative ("Effective Date") and shall continue until terminated as herein provided.

WHEREAS, the Employer has adopted an employee welfare benefit plan named "Hall County, Georgia Employee Benefit Plan" (the "Plan") a governmental plan excepted from the Employee Retirement Income Security Act of 1974, as amended, as set forth in 29 U.S.C. § 1003(b)(1), under which Employees and certain dependents thereof may access health care benefits as set forth in the Plan; and

WHEREAS, the Plan Supervisor is in the business of providing administrative and care management services in conjunction with plans like the Plan and the Plan Administrator desires to engage the Plan Supervisor to perform the services enumerated herein in Section 5 (collectively, the "Services").

NOW IN CONSIDERATION of the premises and mutual promises contained herein, the Parties agree as follows:

SECTION I
(THE PLAN)

1.1. Plan Documents: All Services shall be performed pursuant to the provisions of the Plan as set forth in the Master Plan Document & Summary Plan Description, as amended from time to time (the "SPD") and the Plan Administrator's established policies, interpretations, rules, practices, and procedures (collectively, the "Policies"), as communicated in writing to the Plan Supervisor. The SPD and any of the Plan Administrator's established policies, interpretations, rules, practices, and procedures are hereinafter collectively referred to as the "Plan Documents." A copy of the Plan Documents and any amendments thereto, executed copies of which must be timely provided to the Plan Supervisor, are incorporated herein fully by this reference and shall be deemed to form part of this Agreement for such purposes. Unless otherwise specified herein, capitalized terms in this Agreement shall have the same meanings assigned to them in the Plan Documents.

1.2. Plan Administrator: The Plan Administrator is the Employer. The Plan Administrator has complete power and discretionary authority to manage and administer the Plan. The Plan Administrator has complete power and discretionary authority to manage and administer the Plan. The Plan Administrator may delegate any assigned administrative duties to one or more designated persons or entities.

1.3. Interpretation of the Plan: The Plan Administrator shall have sole and complete authority to interpret the Plan and shall be the final arbiter as to interpretations of the Plan and as to the payment of any benefits thereunder (other than any claims for benefits that are subject to external review). The Plan Supervisor shall have no

discretionary authority to interpret the Plan and shall consult with the Plan Administrator in the event extraordinary benefit matters arise.

SECTION II
(SCOPE OF RELATIONSHIP)

2.1. Fiduciary: The Plan Supervisor is not and shall not be deemed a "fiduciary" of the Plan. Furthermore, the Plan Supervisor shall in no event be considered the Plan Administrator. The Plan Administrator acknowledges and agrees that the duties of the Plan Supervisor hereunder are ministerial in nature and this Agreement shall not be deemed to confer or delegate to the Plan Supervisor any discretionary authority or responsibility in the administration or management of the Plan.

In providing the Services, the Plan Administrator acknowledges and agrees that the Plan Supervisor is not acting on behalf of the Plan or Members and in no event shall act as a fiduciary of the Plan. No party shall name the Plan Supervisor as a Plan fiduciary, and the Plan Administrator shall inform Members that the Plan Supervisor does not accept fiduciary status. The Plan Supervisor has no power to make any discretionary decisions as to initial claims processing under the Plan, drug benefits provided under the Plan, claims appeals under the Plan, or the Policies, but rather acts within a framework determined and maintained by the Plan Administrator.

2.2. Independent Contractors: The Parties enter into this Agreement as independent contractors. Nothing in this Agreement shall be construed or deemed to create an employer/employee, agency, partnership, or joint venture relationship between the Parties.

2.3. No Third Party Beneficiaries: This Agreement is between the Plan Supervisor and the Plan Administrator and does not create any legal rights or legal relationship between the Plan Supervisor and any Member or Beneficiary thereof.

2.4. Communications: The Plan Supervisor shall be entitled to rely, without question, upon any written or oral communication from the persons designated by the Plan Administrator as authorized to act on behalf of the Plan Administrator in connection with the Plan (the "Authorized Representatives"). Until notice in writing of any change is provided to the Plan Supervisor by the Plan Administrator, the following individuals shall be so authorized to act on behalf of the Plan Administrator in connection with the Plan:

Name: Richard Higgins **Title:** Chairman

SECTION III
(PLAN SUPERVISOR DUTIES AND RESPONSIBILITIES)

3.1. Services: The Plan Supervisor shall provide the Services solely to the extent provided under this Agreement.

3.2. Standard of Care: The Plan Supervisor shall use ordinary care and reasonable diligence in exercising its powers and performing the Services.

3.3. **Personnel:** Every member of the Plan Supervisor's personnel is available for the performance of the Services.

3.4. **Stop-Loss Insurance:** The Plan Supervisor shall, at the request and direction of the Plan Administrator, arrange for the purchase of policies of reinsurance, i.e. specific and/or aggregate stop-loss or similar type of insurance (hereinafter collectively, "Stop-Loss Insurance") for the protection of the Plan Administrator, the Employer and the Plan. The Plan Administrator shall pay, or, if the Plan Administrator is not the Employer, shall cause the Employer to pay the premiums for such Stop-Loss Insurance.

3.5. **Government Filings:** If requested by the Plan Administrator, the Plan Supervisor, within the scope of its professional ability, shall aid the Plan Administrator in locating qualified third parties who can assist the Plan Administrator in the preparation and filing of any report, tax return, or similar documents required by any federal, state, or local political division or subdivision and pertaining to the operation or management of the Plan. Any such reports, tax returns, or similar documents (and any information contained in them) remain the full responsibility of the Plan Administrator or, if properly delegated, the third party engaged by the Plan Administrator.

3.6. **Section Intentionally Omitted**.

3.7. **Protected Health Information:** The Plan Supervisor agrees to protect the privacy and security of protected health information in its possession in compliance with the privacy and security regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as codified at 45 CFR Parts 160, 162 & 164 (the "HIPAA Rules"), and the privacy, security and security breach notification provisions of Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH"), which is Title XIII of the American Recovery and Reinvestment Act of 2009 and any regulations promulgated thereunder, including any amendments to the HIPAA Rules (collectively, the "HITECH Standards"). Protected health information shall include electronic protected health information as defined in 45 CFR § 160.103. Protected health information and electronic protected health information shall hereinafter collectively be referred to as "PHI."

As it relates to PHI, the duties and responsibilities owed by the Plan Supervisor during the term of this Agreement shall, in all respects, be controlled by the Business Associate Agreement between the Parties ("BAA"). A copy of the BAA, upon execution, is incorporated herein fully by this reference and shall be deemed to form part of this Agreement for such purposes. Notwithstanding the foregoing, in the event the Parties have not executed a BAA, then the Plan Supervisor's standard BAA as of the date of this Agreement shall govern, a copy of which is available upon request, be incorporated herein fully by this reference and shall be deemed to form part of this Agreement for such purposes.

Notwithstanding the foregoing and unless otherwise agreed to by the Parties in advance in writing, any written communications between the Plan Supervisor and the Plan Administrator that contain PHI (including, but not limited to, enrollment

information, eligibility lists, invoices, Premium Sub-Billing Report(s), Check Detail Report(s) and Check Register Report(s)) shall be disseminated by secured mail or in an encrypted, password protected format.

3.8. Suicide and Harm Policies:

(a) **Suicide Policy**: If the Plan Supervisor is faced with a Member who has threatened his or her own life:

i. The Member will be informed that the Plan Supervisor is concerned with the statements made and encourage the Member to call the National Suicide Prevention Lifeline at 1800-273-8255 (available 24/7/365).

ii. If the Member does not agree to call National Suicide Prevention Lifeline, the Member will be advised that his or her statements will be passed on to the Plan Administrator's designated HIPAA representative and a welfare check may be requested, if deemed appropriate.

iii. At the conclusion of the call, the recorded call(s) will be retrieved, stored, and sent to the Plan Supervisor's HIPAA Committee who will notify the Plan Administrator's designated HIPAA representative.

(b) **Harm Policy**: If the Plan Supervisor is faced with a Member who has threatened to harm someone other than himself or herself, the recorded call(s) will be retrieved, stored, and sent to the Plan Supervisor's HIPAA Committee who will notify the Plan Administrator's designated HIPAA representative and/or the law enforcement agency the Plan Supervisor's HIPAA Committee reasonably believes is appropriate (i.e. an agency with jurisdiction where the Plan Supervisor believes the Member and/or the threatened parties may be located based on information reasonably available to it).

3.9. Third Party Vendor Programs: The Plan Supervisor shall undertake reasonable efforts, in good faith, to implement certain third party programs (including, but not limited to, pharmacy benefit managers, Rx patient assistance programs, point solutions, Stop Loss Insurance policies, or the like) requested by the Plan Administrator or its broker, as authorized in advance, in writing by the Plan Administrator. Notwithstanding the foregoing, the Plan Supervisor shall not be obligated to implement any third party program to which, in its sole discretion, it has an ethical and/or operational objection.

The Plan Administrator agrees to the Plan Supervisor's Third Party Invoice Terms & Conditions, a copy of which is available upon request. The Plan Supervisor shall further be indemnified by the Plan Administrator as set forth in Section VI for any and all liabilities (including any costs, fees, and expenses) relating to any third party program which the Plan Supervisor implements or third party payments made pursuant to the Plan Supervisor's third party payment program (including, but not limited to, late fees).

SECTION IV
(PLAN ADMINISTRATOR DUTIES AND RESPONSIBILITIES)

4.1. Eligibility Lists: Prior to the first day of the Plan Year, the Plan Administrator shall provide to the Plan Supervisor a complete list of all Employees and their dependents who are eligible for benefits from the Plan. Thereafter, the Plan Administrator shall submit appropriate forms by mutually agreed upon means notifying the Plan Supervisor of all changes in participation, whether due to termination, change in classification, or any other reason. Appropriate forms shall be submitted by the Plan Administrator as soon as received by the Plan, but in no event less than on a monthly basis.

Any and all fees erroneously paid by the Plan Administrator on behalf of a Member or former Member whose change in participation was provided to Plan Supervisor ninety-one (91) days or more after said change (including, but not limited to, those Administration Fees set forth in "Exhibit A" to this Agreement, attached hereto and incorporated herein fully by this reference, but excluding any fees associated with outside parties or vendors including, but not limited to, Stop-Loss Insurance premiums) shall not be subject to reimbursement. Any and all fees erroneously paid by the Plan Administrator on behalf of a Member or former Member whose change in participation was provided to Plan Supervisor within ninety (90) days of said change (including, but not limited to, those set forth in Exhibit A but excluding any fees associated with outside parties or vendors including, but not limited to, Stop-Loss Insurance premiums) shall be credited on the Plan Administrator's behalf, provided that, in no event will more than three (3) months of credit be granted for any errors (including, but not limited to, clerical errors and/or oversight) in the remittance of any fees.

4.2. Plan Funds: The Plan Administrator shall collect the contributions, if any, made by the Members to the Plan in the manner it deems appropriate and shall transfer the money so collected to the Plan on a mutually agreed-upon (but no less than monthly) basis. Upon notice from the Plan Supervisor, the Plan Administrator shall pay, or, if the Plan Administrator is not the Employer, shall cause the Employer to pay to the Plan, in the manner provided in this Agreement, any additional contributions the Employer is obligated to pay under the terms of the Plan.

4.3. Plan Checking Account: To facilitate the payment for claims, surcharges, and expenses incurred under the Plan, the Plan Administrator shall, or, if the Plan Administrator is not the Employer, shall cause the Employer to establish a Plan Checking Account (the "Account") in an insured financial institution for the purposes of paying claims, premiums, fees, and other expenses directly attributable to the Plan. The Plan Supervisor's claims payment software, currently VPay, shall be authorized to debit the Account for the purpose of transferring funds for claims payment. The Plan Supervisor shall provide the Plan Administrator with a written record of the transfer for account reconciliation and record keeping and shall notify the Plan Administrator in writing of any corrections or adjustments to the Account that may be necessary. For purposes of this Subsection 4.3, email correspondence directed to the Plan Administrator's designated employee(s) shall constitute a "writing."

The Account shall be funded upon receipt of the Check Detail Report and/or the Check Register Report. Any and all fees, surcharges, and/or expenses incurred as a result of insufficient funds in the Account and/or as a result of late payment shall be the sole and complete responsibility of the Employer. The Plan Supervisor shall not be responsible nor liable for any costs, expenses or damages that may result or arise from the issuance of any checks or payments for which insufficient funds are available in the Account. Any delay in funding the Account may result in an interruption and/or cancellation of the Services, including, but not limited to, administrative services, suspension of the pharmacy card, voidance or cancellation of any Stop-Loss Insurance policies, and other Services provided herein.

Any medical payments that have been issued and remain outstanding at one hundred thirty-five (135) days after their issuance will be voided by VPay and returned to the Employer. Once a payment is voided, in the event of a request made by a provider inside of the timely filing limits, the claim(s) shall be paid. In the event of a request by a provider outside of the timely filing limits, a request must be made by the Plan Administrator for a new payment to be issued. The Plan Administrator is responsible for determining a forfeiture provision for the Plan that gives the Plan Administrator, among other things, discretion in using forfeited funds after reasonable attempt(s) were made to locate claimant(s).

4.4. Late Fees: The duties to timely fund the Account and to timely pay any and all fees including, but not limited to, applicable Administration Fees, Implementation Fees, Early Termination Fees, and Termination Fees (as hereinafter defined) shall constitute material terms, and any obligations that are outstanding fifteen (15) days after receipt of the bill, invoice, Check Detail Report, Check Register Report, or Premium Sub-Billing Report (the "Bill"), whether in whole or in part, shall be subject to a monthly penalty of eight percent (8%) of the Administration Fees, or such lesser amount to the extent restricted by applicable law, which shall be applied on the next Bill (hereinafter collectively, the "Late Fees"). Any delay in funding the Account or to failure to timely pay Administration Fees, Implementation Fees, Early Termination Fees, and/or Termination Fees may result in an interruption and/or cancellation of the Services, including, but not limited to, administrative services, suspension of the pharmacy card, and voidance or cancellation of any Stop-Loss Insurance policies. The Plan Supervisor may, in its sole discretion, waive or reduce any and all Late Fees.

4.5. Timely Payment: The Parties acknowledge that payments to discounted providers may in some instances be due within a specified period, generally thirty (30) days, from the date of receipt of a claim by the Plan Supervisor and that the Plan will lose the benefit of the discount if payment is not made accordingly. The Plan Administrator shall be solely responsible for timely providing the necessary funds to pay all such claims (including, but not limited to, the aforementioned discounted provider claims) within the required period, and the Plan Supervisor shall be indemnified by the Plan Administrator as set forth in Section VI for any and all liabilities relating to this Subsection 4.5.

If the Plan Administrator disputes any item on any Bill, it shall, within one-hundred eighty (180) days of the date of said Bill, provide written notice to the Plan Supervisor of the nature of the dispute and amount in dispute. Notwithstanding any dispute, all fees shall be timely paid and received by the Plan Supervisor pursuant to the terms of this Subsection 4.5, provided that if it is later determined that the Bill was erroneous and there was a resulting overpayment (including, but not limited to, those set forth in Exhibit A but excluding any fees associated with outside parties including, but not limited to, Stop-Loss Insurance premiums), the Plan Supervisor shall timely refund the overpaid amount to the Employer. Notwithstanding the foregoing, the limitations and timeframes set forth in Subsection 4.1 shall continue to apply to disputes regarding untimely notice of participation / eligibility changes.

4.6. **Eligibility Verifications:** The Parties acknowledge that contracted providers may in some instances request and/or require eligibility verification on short notice from the Plan Supervisor and that the Plan may lose the benefit of any contract savings or be exposed to additional liabilities in the event accurate eligibility verification is not provided accordingly. In such instances, the Plan Administrator will provide accurate information in a timely manner to the Plan Supervisor regarding the eligibility of Employees and their dependents.

4.7. **Assistance with Enrollment:** The Plan Administrator shall:

(a) assist in the enrollment of employees and their dependents in the Plan;

(b) cooperate with the Plan Supervisor with regard to proper settlement of claims;

(c) transmit any inquiries pertaining to the Plan to the Plan Supervisor;

(d) timely advise the Plan Supervisor of all qualifying events, elections, and/or rejections as they relate to a participant's coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA");

(e) maintain a supply of forms, enrollment cards, or other documents (whether electronically or in paper format) and distribute or make available such documents to the employees and their eligible dependents *via* electronic or paper means; and,

(f) Inform the Plan Supervisor of any state-specific requirements or obligations including, but not limited to, institutional surcharges, uncompensated care pools, and any other state regulations that affect the Plan (including those that require the Plan to "opt-in" or "opt-out").

4.8. **Disclosures:** The Plan Administrator shall distribute all materials and documents, including summaries for Employees and their dependents, reports, applications, and notice forms (including, but not limited to, Notices of Creditable Coverage and Notices of Privacy Practices) as may be necessary or convenient for the operation of the Plan or to satisfy the requirements of governing law, including that any such materials shall be distributed in accordance with applicable law including, where appropriate, *via* electronic-delivery.

4.9. **PHI:** The Plan Administrator agrees to protect the privacy and security of PHI in compliance with the privacy and security regulations promulgated pursuant to HIPAA and the HIPAA Rules, and the privacy, security and security breach notification provisions of HITECH and the HITECH Standards. The duties and responsibilities owed by the Plan Administrator during the term of this Agreement as it relates to PHI shall, in all respects, be controlled by the BAA.

SECTION V
(ADMINISTRATIVE SERVICES)

5.1. **Administrative Services:** The Plan Supervisor shall provide administrative services to the Plan as dictated by the Plan Documents and this Agreement. The Plan Supervisor shall comply with all broker compensation disclosures required by applicable law including, but not limited to, § 202 of the Consolidated Appropriations Act of 2021, as amended (the "CAA"). The Parties agree that all disclosures relating to direct compensation, direct transaction-based compensation, and direct termination compensation as required by CAA § 202 are encompassed herein or in the Confirmation of Sold Rates ("COSR"), provided separately.

5.2. **Standard Procedures:** In performing the Services identified in Section 5.1 hereof, the Plan Supervisor shall employ its standard practices and procedures, whether written or otherwise, provided that such performance shall be subject to the provisions of the Plan and this Agreement. Execution of this Agreement shall reflect the Plan Administrator's approval of the Plan Supervisor's standard practices, procedures, and forms (including, but not limited to, Accident/Injury Form, Medical Release Form, Medical / Dental / Vision Claim Form, Physician Solicitation Form, and/or Designation of Authorized Representative Form), written copies of which are available upon request, as are in effect from time to time.

(DOCUMENTATION)

5.3. **Design:** The Plan Supervisor shall be available to assist the Plan Administrator in the design and implementation of the Plan Documents. The Plan Administrator shall have final authority regarding the design and implementation of the Plan Documents.

The Plan Documents, and any amendments thereto, shall become effective upon execution by an Authorized Representative. The Parties shall take best efforts to ensure execution and finalization of an updated SPD prior to the first day of each Plan Year. Unless otherwise agreed upon in writing by the Parties, if the Plan Year begins prior to execution of an updated SPD, the Plan Supervisor shall rely on the following to provide the Services:

(a) the Benefits Summary for the applicable Plan Year, executed by an Authorized Representative; and,

(b) the Plan Supervisor's standard SPD (as in effect as of the start of the applicable Plan Year), a copy of which is available upon request.

The Plan Supervisor shall be indemnified by the Plan Administrator as set forth in Section VI for any and all liabilities relating to Services provided in reliance on the aforementioned documents prior to execution of an updated SPD.

5.4. **Documentation:** The Plan Supervisor shall be available to assist the Plan Administrator in the preparation and printing of the Plan Documents that are legally required to be distributed to Members along with any requested promotional materials. Printing costs are the responsibility of the Plan Administrator.

5.5. **Identification Cards:** The Plan Supervisor shall be available to assist the Plan Administrator in the preparation and printing of issuance of identification cards for Members. Identification cards printed after implementation shall be subject to the costs set forth in Subsection 7.3(b).

(CLAIM SERVICES)

5.6. **Application for Benefits:** Any Member may make application for benefits from the Plan on such form(s) as provided by the Plan Supervisor. The applicant shall fully and truthfully complete such application for benefits and shall supply such pertinent information from personal and professional sources as may be required by the Plan Supervisor or the insurance company providing stop loss coverage.

5.7. **Determination of Benefits:** The Plan Supervisor shall accept any application for benefits made in the appropriate manner and shall, after due investigation of the statements contained in the application, determine the eligibility of the Member for benefits provided that the Plan Documents are clear and unambiguous as to the validity of the claim and the Member's eligibility for coverage under the Plan. If adjudication of a claim requires interpretation of Plan language and the Plan Administrator has not previously indicated to the Plan Supervisor the proper interpretation of such language, then the Plan Administrator will be responsible for resolving the ambiguity or any other dispute. If the Member is entitled to receive payment of benefits from the Plan, the Plan Supervisor shall arrange for the proper payment from the Plan and notify the Member accordingly.

5.8. **Denial of Claims:** If the Plan Supervisor finds that the Member is not entitled to benefits under the Plan, the claim shall be denied. The Plan Supervisor will provide notice to the Member in accordance with the Plan's claims procedure as to the reason(s) for denial of benefits and the procedure for the review of denied claims.

5.9. **Review of Denials:** The Plan Administrator shall be responsible for the review of all claim denials if review is requested by the Member in accordance with the Plan's established appeals procedure. Any claim previously denied may be subsequently approved or adjusted if additional information furnished during the appeals process by the Member allows for such approval or adjustment.

5.10. **Final Determination:** Except as may otherwise be required by applicable law, the final determination of the Plan Administrator on a claim for benefits under the Plan made in accordance with the Plan's procedures is final and conclusive upon the Member, the Plan Supervisor, or any other person.

5.11. **Coordination of Benefits:** The Plan Supervisor will, subject to the information made available to it, coordinate benefits payable under the Plan with benefits

available under other benefit plans, if any, in accordance with the coordination of benefit provisions in the SPD.

5.12. **Subrogation and Right of Reimbursement:** The Plan Supervisor will use its best efforts in the normal course of business to identify claims for which there is the potential for collection of amounts which may be due or paid to, or on behalf of, a Member pursuant to the subrogation and right of reimbursement provisions of the Plan. For subrogation and reimbursement services provided by the Plan Supervisor outside of a lawsuit, in addition to any applicable fees set forth on Exhibit A, a fee of twenty-five percent (25%) of the monies recovered shall be retained by the Plan Supervisor. For the avoidance of doubt, the Plan Administrator shall retain the discretion to accept or decline any settlement offer, in its sole discretion.

The Plan Administrator may, in its sole and complete discretion, determine whether to file a lawsuit to pursue the Plan's right of subrogation and shall be responsible for the payment of any attorneys' fees and costs related thereto. In the event that monies are recovered via a lawsuit rather than as a result of the Plan Supervisor's subrogation and reimbursement services, the twenty-five percent (25%) fee mentioned in the above paragraph shall not apply.

5.13. **COBRA:** The Plan Supervisor will, upon notification from the Plan Administrator, perform claims administrative services for individuals qualifying for COBRA continuation benefits. As it relates to COBRA administration, the duties and responsibilities owed by the Parties during the term of this Agreement shall, in all respects, be controlled by the COBRA Administrative Agreement. A copy of the COBRA Administrative Agreement, upon execution, is incorporated herein fully by this reference and shall be deemed to form part of this Agreement for such purposes. In the event the Parties have not executed a COBRA Administrative Agreement, then the Plan Supervisor's standard COBRA Administrative Agreement (as in effect as of the Effective Date) shall govern, a copy of which is available upon request.

In addition to any amounts set forth on Exhibit A, an administrative fee of two percent (2%) of any premiums due for COBRA continuation coverage shall be paid to and/or retained by the Plan Supervisor for COBRA services provided.

5.14. **Flexible Spending Account(s):** The Plan Supervisor will, upon notification from the Plan Administrator, perform claims-related administrative services for individuals qualifying for and electing to participate in any Employer sponsored Flexible Spending Account.

5.15. **Liability for Benefit Payments:** The Plan Administrator acknowledges and agrees that it (or the Employer, if the Plan Administrator is not the Employer) is solely and exclusively liable for any and all payment of benefits under the Plan and that the Plan Supervisor shall have no liability for any such payments.

5.16. **Recovery of Overpayments:** In the event payment is made to or on behalf of an ineligible individual or ineligible dependent thereof, the Plan Supervisor shall promptly demand, in writing, the return of such payment from the Employee,

dependent, or provider, and report the result of such effort to the Plan Administrator.

In the event payment is made for a claim in excess of the amount properly payable under the terms of the Plan, the Plan Supervisor shall promptly demand, in writing, the return of such overpayment from the Employee, dependent, or provider, and report the result of such effort to the Plan Administrator. In addition, the Plan Supervisor is hereby authorized to offset the amount of such overpayment against any unpaid or underpaid claim of the same Employee or dependent with respect to that overpaid provider, unless advised otherwise by the Plan Administrator.

Notwithstanding the foregoing, the Plan Supervisor shall not seek recovery of overpayments from providers when information relating to secondary coverage is provided after the claims have been processed.

With advance written approval of the Plan Administrator, the Plan Supervisor may refer matters to outside legal counsel for recovery efforts, with appropriate legal fees and costs to be the responsibility of the Plan.

5.17. Pool Plan Administration: The Plan Supervisor will, upon the Plan Administrator's request, calculate the premium and provide reporting services in connection with the Employer's participation in a Pool Plan. The premiums for participation in any Pool Plan shall be the sole responsibility of Employer. The Plan Supervisor will notify the Plan Administrator of the premium amount for the upcoming reporting period. Failure of the Plan Administrator to object in writing to such premium within ten (10) days shall constitute the Plan Administrator's approval of the calculation and the specific premium amount.

(REPORTS)

5.18. Monthly Reports: The Plan Supervisor shall make the following monthly reports available to the Plan Administrator:

(a) Receipts of the Plan including premium deposits, claim disbursement deposits, refunds, and subrogation receipts;

(b) Disbursements, by category, made or authorized by the Plan Supervisor from the Plan; and,

(c) A statement of fees due the Plan Supervisor.

5.19. Cost Containment: The Plan Supervisor will, upon request, provide the Plan Administrator with a cost containment report.

5.20. Plan Utilization: The Plan Supervisor will, upon request, provide the Plan Administrator with information regarding plan utilization by Members no more than once per calendar year quarter.

(POPULATION MANAGEMENT SERVICES)

5.21. Care Management: The Plan Supervisor shall provide pre-certification services for Members and, at the rates outlined on the fee schedule, shall provide Utilization

Review and Case Management (including specialty programs such as Maternity, Oncology and Transplantation), each as set forth in the Plan Documents. An appeals procedure will be available to Members, as outlined in the SPD. The Plan Supervisor's Medical Department will comply with all applicable state and federal guidelines that govern care management.

The Plan Supervisor will make recommendations to the Plan Administrator on the medical necessity and/or appropriateness of health care services provided or proposed to be provided. The Plan Supervisor and the Plan Administrator acknowledge and agree that the Plan Supervisor shall have no authority to make a final determination on appeal as to authorization for delivery of any health care services and that such final determination will be made by the appropriate individual or entity pursuant to the Plan's SPD. The Plan Supervisor shall provide the Plan Administrator and/or the Members with appropriate information supporting any initial determination by the Plan Supervisor with regard to medical management claims and the accuracy or reasonableness of charges for services performed, while maintaining the confidentiality of patient records. All such determinations by the Plan Supervisor are subject to the Plan's appeal procedures.

5.22. Disease Management: The Plan Supervisor shall provide, upon request and payment of any applicable fees, disease and lifestyle management by telephonic health coaching.

5.23. Member Engagement: The Plan Supervisor shall provide, upon request and payment of any applicable fees, Member engagement services for prevention management and wellness programming and to promote high-value utilization.

(EMPLOYER INQUIRIES)

5.24. Plan-Related Employer Inquiries: The Plan Administrator may, from time to time, seek assistance from the Plan Supervisor regarding questions relating to the Plan, the Plan Documents, or the Services. If the question relates to the Plan, the Plan Documents, or the Services, the Plan Supervisor will use commercially reasonable efforts in the normal course of business to assist the Plan Administrator in analyzing the question presented. Whether a question relates to the Plan, the Plan Documents, or the Services shall be determined in the sole discretion of the Plan Supervisor. If, in the sole discretion of the Plan Supervisor, the question does *not* relate to the Plan, the Plan Documents, or the Services, the Plan Supervisor shall have no obligation to render assistance.

Regardless of whether the question relates to the Plan, the Plan Documents, or the Services, and regardless of whether the Plan Supervisor's assistance is provided by a licensed attorney:

(a) any assistance provided shall *not* constitute binding legal advice;

(b) unless otherwise prescribed by law or agreed upon in writing by the Plan Supervisor, the ultimate responsibility as it relates to the inquiry shall at all times remain with the Plan Administrator; and,

(c) the Plan Supervisor shall be indemnified by the Plan Administrator as set forth in Section VI for any and all liabilities relating to this Subsection 5.24 (and all sub-parts thereof).

(MHPAEA SERVICES)

5.25. The Plan Administrator has elected to utilize the Plan Supervisor's assistance for Paul Wellstone and Pete Domenici Mental Health Parity and Addiction Equity Act of 2008, as amended ("MHPAEA") audit(s) and ongoing compliance support (including, but not limited to, document requests and ad hoc support) (collectively, the "MHPAEA Services"). The Plan Administrator agrees to pay the:

(a) MHPAEA Implementation Fee, set forth on Exhibit A;

(b) annual MHPAEA Monitoring Fee, set forth on Exhibit A, payable upon receipt of a renewal COSR; and,

(c) for the avoidance of doubt, if the Plan Administrator chooses to terminate the MHPAEA Services at any time, any additional support requested will be provided at the then current ad hoc hourly rate, payable upon receipt of invoice.

The Plan Administrator understands and agrees, as it relates to MHPAEA Services:

(a) The Plan Supervisor cannot guarantee a finding of MHPAEA compliance with any governmental, regulatory, or judicial entity;

(b) The MHPAEA Services may include recommendations, but all decisions in connection with the implementation of any recommendation shall be the sole and complete responsibility of, and made by, the Plan Administrator;

(c) The Plan Administrator should review all MHPAEA Deliverables (as defined below) before determining conclusions about the comparability and stringency of the Quantitative Treatment Limitations ("QTLs") and Non-Quantitative Treatment Limitations ("NQTLs") imposed upon Members;

(d) The Plan Administrator has the final authority for the design and implementation of the Plan and agrees to indemnify the Plan Supervisor as set forth in Section VI for any and all liabilities relating to the MHPAEA Services provided herein. Notwithstanding the foregoing, for purposes of the MHPAEA Services contemplated herein, the Plan Supervisor's liability on account of any claims, suits, liabilities, losses, fines, penalties, damages, and expenses of any kind, including attorneys' fees and costs, shall be limited to the amount of fees paid or owing to the Plan Supervisor solely relating to the MHPAEA Services. In no event shall the Plan Supervisor be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages, costs, expenses, or losses; and,

(e) Any documentation produced by the Plan Supervisor (hereinafter, the "MHPAEA Deliverables") may be shared with:

a. Regulators, upon their request; and,

b. **FOR INFORMATIONAL PURPOSES ONLY,** other parties that support the Plan Administrator's efforts with respect to the Plan (e.g., brokers, consultants, etc.) so long as:

   i. the MHPAEA Deliverables are produced in their entirety;

   ii. the other party has signed a Nondisclosure / Confidentiality Agreement with the Plan Supervisor;

   iii. the Plan Administrator and the other party expressly agree:

      1. the MHPAEA Deliverables are for the Plan Administrator's sole benefit, the Plan Supervisor does not authorize any party other than the Plan Administrator to rely on the MHPAEA Deliverables, and any third-party reliance shall be at such other party's sole risk; and,

      2. to indemnify and hold the Plan Supervisor, its affiliates, and its respective partners, principals, employees, and agents harmless and defend them from and against any and all liabilities, losses, fines, penalties, damages, and expenses of any kind, including attorneys' fees and costs, which result from the negligence, willful misconduct, other party reliance on, or further distribution of the MHPAEA Deliverables.

SECTION VI
(INDEMNIFICATION)

6.1. Indemnification:

(a) To the extent allowed by applicable law, the Plan Administrator agrees to indemnify and hold harmless the Plan Supervisor, its directors, officers, employees and agents, against any and all claims, suits, liabilities, losses, fines, penalties, damages, and expenses of any kind, including reasonable attorneys' fees and costs, incurred by or arising against the Plan Supervisor as a result of: (i) the Plan Supervisor's performance of its duties and obligations under this Agreement; (ii) any breach of this Agreement by the Plan Administrator; (iii) any intentional, willful, reckless, or negligent acts or omissions by the Plan Administrator in the performance of its duties under this Agreement, including without limitation, the failure to cause the Employer to fund benefits due under the Plan; or, (iv) an interpretation of the Plan by the Plan Administrator or any other written or oral communication by the Plan Administrator on which the Plan Supervisor relies; provided, however, that this indemnity shall not apply to the extent any such claims, liabilities, losses, fines, penalties, damages, and expenses result from the willful misconduct or gross negligence of the Plan Supervisor in the performance of the Services.

(b) The Plan Supervisor agrees to indemnify and to hold harmless the Plan Administrator against any and all claims, suits, liabilities, losses, fines, penalties, damages, and expenses of any kind, including reasonable attorneys' fees and costs, incurred by or arising against the Plan Administrator as a result

of: (i) any breach of this Agreement by the Plan Supervisor; and, (ii) any intentional, willful, grossly negligent acts or omissions by the Plan Supervisor in the performance of the Services; provided, however, that this indemnity shall not apply to the extent any such claims, suits, liabilities, losses, fines, penalties, damages, and expenses result from the willful misconduct or gross negligence of the Plan Administrator or the Employer. Notwithstanding the foregoing, the Plan Supervisor shall have no obligation to indemnify the Plan Administrator pursuant to this Section VI (or any sub-part thereof): (1) for any error in the payment of Plan claims; (2) for losses incurred by the Plan Administrator or the Employer as a result of third-party fraud perpetrated on the Plan Administrator, the Employer, or the Plan; or, (3) for any indemnification obligation explicitly allocated to the Plan Administrator in this Agreement (including, but not limited to, under Sections 3.9, 5.3, 5.24, and 5.25), unless such error or loss, as applicable, results from the gross negligence or willful misconduct of the Plan Supervisor.

6.2. Indemnification Procedures:

(a) In the event a lawsuit or other proceeding is filed against any Party entitled to indemnification under this Section VI, that Party shall give the indemnitor written notice of the action within five (5) business days after service of the complaint or other legal process. Within seven (7) business days after receipt of such notice, the indemnitor shall (i) notify the Party entitled to indemnification of the extent to which the indemnitor will defend the case and (ii) retain counsel reasonably acceptable to the Party entitled to indemnification. To the extent the indemnitor fails to comply with the requirements of this Section VI (or any sub-part thereof), the Party entitled to indemnification may retain counsel and undertake its own defense of the action, with any costs of defending the action, including reasonable attorneys' fees, borne by the indemnitor.

(b) Any Party entitled to indemnification will cooperate with the indemnitor in providing evidence and witnesses reasonably required for defending lawsuits subject to indemnification under this Section VI, provided, however, that all litigation costs will be borne by the indemnitor.

(c) The provisions of this Section VI shall remain in effect following termination of this Agreement for the period of any applicable statute of limitations for any cause of action subject to indemnification under this Section VI and regarding which legal action was commenced prior to the expiration of the statute of limitations.

SECTION VII
(FEE SCHEDULE)

7.1. Administration Fees: The "Administration Fees" shall be as set forth in Exhibit A to this Agreement and/or the separate COSR. In the event the Parties have not executed Exhibit A to this Agreement, then Plan Supervisor's standard Exhibit A (as of the Effective Date) shall govern, a copy of which is available upon request. The rates set forth in Exhibit A may be amended from time to time, by mutual

consent of the Parties, as reflected by execution of a new Exhibit A and/or the separate COSR. Administration Fees for health benefits administration and for medical management services will be charged on a per covered Employee per month basis and shall be payable on the first (1st) day of each month.

If the Plan utilizes the prescription drug benefit program offered through a pharmacy benefit manager (the "PBM") contracted by the Plan Supervisor, the corresponding Administration Fee will be charged on a per-prescription basis and shall be payable bi-weekly.

7.2. Commissions: The Plan Administrator acknowledges and agrees that the Plan Supervisor shall be entitled to receive commissions for any Stop-Loss Insurance policies and other ancillary products such as group life, long term disability, debit card, pharmacy card, etc. which the Plan Supervisor places on behalf of the Plan Administrator and/or the Plan.

7.3. Miscellaneous Expenses: The following services are **not** covered by the Administration Fees. These services will be performed upon request and are payable by Employer as separate charges:

(a) The following services are **not** Services covered by the Administration Fees. These services will be performed upon request and are payable by the Plan Administrator as separate charges:

(b) Reproduction of identification cards after implementation triggered by a request to change information contained on the identification card initiated by the Plan Administrator and/or the Plan's Broker ($1.00 per card printed);

(c) Any other requested printing services (including, but not limited to, required Notices) not set forth explicitly elsewhere in this Agreement;

(d) Costs of annual audits by a certified public accountant;

(e) Any authorized insurance premium (including, but not limited to, Stop-Loss Insurance premiums);

(f) Preparation of any required government filings;

(g) Expenses incurred relating to external review;

(h) Fees for translation services;

(i) Monthly bank service pass-through fee;

(j) Licensing fees for the Plan Supervisor's electronic health record software and application materials used for the Plan's disease management program, if any. As it relates to electronic health records, the duties and responsibilities owed by the Plan Supervisor, if any, during the term of this Agreement shall, in all respects, be controlled by the Application Services Agreement. A copy of the Application Services Agreement, upon execution, is incorporated herein fully by this reference and shall be deemed to form part of this Agreement for such purposes. If applicable, in the event the Parties have not executed an Application Services Agreement, then the Plan Supervisor's standard

Application Services Agreement (as of the Effective Date) shall govern, a copy of which is available upon request;

(k) Data integration programming and setup for third party vendors brought by the Administrator to the Plan Supervisor where data file exchanges are required but no data integration previously exists between the vendor and the Plan Supervisor;

(l) Costs associated with complying with transparency regulations including, but not limited to, those found in the Consolidated Appropriations Act of 2021 and the November, 2020 Final "Transparency in Coverage" Rules, as amended;

(m) Costs associated with undergoing any audit(s), document requests, or ad hoc support relating to MHPAEA; and,

(n) Costs associated with any state-specific requirements, surcharges, or obligations including, but not limited to, institutional surcharges, uncompensated care pools, and any other state regulations that affect the Plan.

7.4. Additional Benefits: At such time as the Plan Supervisor provides Employees or their dependents any additional benefits not herein described, the Administration Fees may be subject to renegotiation.

7.5. Experts: The Plan Supervisor may seek the services of experts in performing the Services, without the need for prior approval from the Plan Administrator, when legal or extraordinary benefit matters are involved including, but not limited to, large case management and hospital audits. The Plan Administrator shall pay any costs or fees incurred for such expert services.

7.6. No Surprises Act Negotiations: Upon receipt or transmission of a timely Open Negotiation Notice, the Plan Supervisor shall have authority, without the need for prior approval from the Plan Administrator, to engage in negotiations with the subject provider and pay up to one-hundred percent (100%) of billed charges for claims subject to the CAA's No Surprises Act.

For claims which proceed to Independent Dispute Resolution ("IDR"), the Plan Administrator shall be responsible for all IDR fees, including, but not limited to, the administrative fee and entity fee.

SECTION VIII
(TERM AND TERMINATION)

8.1. Term: Subject to the terms and conditions set forth herein, the initial term of this Agreement shall, unless sooner terminated pursuant to Subsection 8.2, be any period between the Effective Date and the start of the first Plan Year followed by one (1) year from the start of the first Plan Year. This Agreement shall automatically renew thereafter for successive one (1) year terms, subject to the right of termination set forth in Subsection 8.2.

The Plan Administrator acknowledges that certain terminations will cause damages to the Plan Supervisor and that actual damages likely to result therefrom are difficult to estimate. If the Plan Administrator terminates less than sixty (60)

days after the Effective Date *and* less than sixty (60) days after the start of the first Plan Year, in addition to any other applicable fees, the Plan Administrator shall pay a penalty of two (2) months of Administration Fees (hereinafter, "Implementation Fees"). If the Plan Administrator terminates prior to the start of the first Plan Year, in addition to any other applicable fees, the Plan Supervisor shall retain any and all "binder payment(s)" made.

8.2. **Termination:** This Agreement may be terminated by either Party by written notice of intention to terminate given to the other Party (hereinafter, "Notice to Terminate"), to be effective no less than ninety (90) days from the date of such notice ("Termination Date"). The Plan Administrator acknowledges that early termination will cause damages to Plan Supervisor and that actual damages likely to result therefrom are difficult to estimate. In the event the Plan Administrator provides Notice to Terminate less than ninety (90) days before the Termination Date, the Plan Administrator agrees the following penalty ("Early Termination Fees") shall apply:

(a) **Zero (0) to forty-five (45) days advance Notice to Terminate given prior to Termination Date:** two (2) months of Administration Fees; or,

(b) **Forty-six (46) to ninety (90) days advance Notice to Terminate given prior to Termination Date:** one (1) month of Administration Fees.

The Plan Supervisor shall, in its sole discretion, have the ability to waive the Early Termination Fees in the event the Plan Administrator timely pays any and all Termination Fees set forth in Subsection 8.7. If the Plan Administrator is subject to Implementation Fees and Early Termination Fees, the Early Termination Fees shall be waived.

8.3. **Duties of Plan Supervisor upon Termination:** As of the effective date of termination of this Agreement, the Plan Supervisor will have no further duties or obligations not specifically described in this Section VIII.

Upon receiving the Notice to Terminate, the Plan Supervisor will continue to provide all usual administrative services required under this Agreement up to the Termination Date. After the Termination Date, subject to timely payment of the Termination Fees (hereinafter defined), the Plan Supervisor will continue to administer the run-out of claims incurred prior to the Termination Date (hereinafter, "run-out administration") for a predetermined number of months to be agreed upon by the Plan Administrator and the Plan Supervisor. Unless otherwise agreed to in writing, twelve (12) months of run-out administration shall be provided upon payment, pursuant to the timeline set forth in Subsection 8.7, of three (3) months of Administration Fees. After the Termination Date and during run-out administration, the Plan Supervisor will provide the reports and information agreed upon in the Termination Agreement.

As of the Termination Date, unless otherwise agreed to in writing by the Parties, all obligations of the Plan Supervisor related to the rights of the Members to payment of benefits from the Plan shall be terminated and extinguished for any claims incurred on and after the Termination Date.

8.4. **Final Accounting:** Upon termination by either Party, the Plan Supervisor, within sixty (60) days after the Termination Date, shall prepare and deliver to the Plan Administrator a complete and final accounting and report of the financial status of the Plan as of the Termination Date. At that time, the Plan Supervisor shall also deliver all books, records, and claim files in its possession and control pertaining to the administration of the Plan, subject to the right of the Plan Supervisor to copy and retain any or all of such records as it deems advisable and necessary for its proper management and operation. If the Plan Supervisor administers any run-out claims, within sixty (60) days after the last date of administration of such run-out claims, the Plan Supervisor shall prepare and deliver to the Plan Administrator a complete and final accounting and report of such run-out claims as of the last date of run-out administration.

8.5. **Maintenance of Records:** For the duration of this Agreement and for seven (7) years after the termination of this Agreement, unless delivery has been performed under Subsection 8.4, the Plan Supervisor shall maintain at its principal administrative office or other secure location, books, records, and claim files pertaining to the administration of the Plan.

(a) The books and records shall be maintained in accordance with generally accepted standards of insurance bookkeeping.

(b) Subject to the confidentiality provisions in Subsection 9.2, books and records may be examined and audited by any insurer, employer, employee group, or any other group using the services of the Plan Supervisor to the extent necessary for it to fulfill all of its contractual obligations.

Notwithstanding the foregoing, audits (including, but not limited to, "contingency audits" where compensation of the auditor is tied to a percentage of, *inter alia*, allegedly miscalculated or erroneously processed claims) which take place at the Plan Supervisor's administrative office(s) or other secure location(s) during the term of this Agreement (an "on-site Audit") will be allowed during regular business hours in the sole discretion of the Plan Supervisor. Any on-site Audit allowed in the Plan Supervisor's sole discretion shall be subject to the Plan Supervisor's additional administrative, contractual, and monetary preconditions, a list of which are available upon request.

8.6. **PHI:** The duties and responsibilities owed by the Parties upon termination as it relates to PHI shall, in all respects, be controlled by the BAA. By way of example, upon termination, PHI shall, if feasible, be returned or destroyed, and if return or destruction is not feasible, the Plan Supervisor shall comply with the terms of the BAA for so long as PHI is retained by the Plan Supervisor.

8.7. **Termination Fees:** Certain reasonable fee(s) shall apply for Standard and/or Optional Termination Services (hereinafter collectively, "Termination Fees") as set forth on the Termination of Administrative Services Agreement which is attached hereto and incorporated herein as "Exhibit B." Upon giving or receiving Notice to Terminate, a copy of Exhibit B shall be timely executed and returned by the Plan Administrator, detailing which termination services the Plan Administrator wishes the Plan Supervisor to provide during run-out administration. In the event said

Termination Fees are not paid in full prior to the Termination Date, the Plan Supervisor may, in its sole discretion, cease providing the Services (including, but not limited to, the chosen Standard and/or Optional Termination Services) and retain any and all Termination Fees previously paid. Said cessation of Services may include, but not be limited to, administrative services, suspension of the pharmacy card, and voidance or termination of any Stop-Loss Insurance policies. In the event the Plan Supervisor, in its sole discretion, decides *not* to cease providing the Services, a penalty of eight percent (8%) of the Termination Fees shall be applied on the Termination Date.

Any refunds, overpayments, or monies received by the Plan Supervisor after the Termination Date (including, but not limited to, pharmacy rebates) shall remain the property of the Plan Supervisor.

SECTION IX
(MISCELLANEOUS PROVISIONS)

9.1. Amendments: No amendments, modifications, or variations in this Agreement will be valid or binding on either Party unless made in writing and executed by both Parties.

9.2. Confidentiality of Information: The Plan Administrator and Plan Supervisor may, in the performance of this Agreement, disclose to each other in confidence non-public proprietary information or trade secrets and other confidential and commercially valuable information. The respective proprietary information or trade secrets, including, but not limited to, all forms of financial, business or technical information, manuals, policies, procedures, patterns, plans, compilations, program devices, methods, techniques, processes, programs or codes (collectively "Proprietary Information") of each Party are proprietary and confidential to that Party. The Plan Administrator and Plan Supervisor agree that they each shall maintain the other's Proprietary Information as proprietary and confidential.

Except as otherwise provided herein, upon termination of this Agreement the Parties agree to return each other's Proprietary Information as soon as practical. The restrictions of this Subsection 9.2 shall not apply to information that is or comes within the public domain without breach of this Agreement by the Parties.

Notwithstanding the foregoing, PHI shall in all respects be controlled by the BAA.

9.3. Entire Agreement: This Agreement, together with exhibits and incorporated attachments, contains the sole and entire agreement between the Parties. Any prior agreements, promises, negotiations, or representations, whether oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect. In the event the Parties have a relationship which predates this Agreement whereby the Plan Supervisor provided services for the Plan Administrator, any prior executed administrative agreement (regardless of title) entered into between the Parties shall, upon the Effective Date, be superseded by this Agreement. In the event the Parties have a relationship which predates this Agreement but no administrative agreement (regardless of title) was

previously executed, the Plan Supervisor's standard agreement detailing administrative services (as of the date the Plan Supervisor first began providing the services, regardless of title) shall govern the time between the first date the Plan Supervisor provided the services and the Effective Date. A copy of the Plan Supervisor's standard agreement as of the operative date is available upon request.

9.4. **Tax Liability:** If during the operation of the Plan, the federal government, the government of any state, or political subdivision or any instrumentality of either shall assess any tax, surcharge, or payment against the Plan and the Plan Supervisor is required to pay such tax, surcharge, or payment, the Plan Administrator shall reimburse the Plan Supervisor for such tax, surcharge, or payment.

9.5. **Governing Law:** This Agreement shall be construed and governed in accordance with the laws of the State of Georgia, to the extent not preempted by federal law. Any judicial proceeding regarding any dispute arising out of this Agreement or any matter related hereto shall be brought only in the courts of the State of Georgia or in the United States District Court for the Northern District of Georgia, and each Party consents to the exclusive jurisdiction of such courts.

9.6. **Notice:** Any notice provided for in this Agreement must be in writing and must, unless otherwise agreed to by the Parties, be delivered to the recipient by first class mail or overnight courier service at the address listed below:

If to the Plan Administrator:	**If to the Plan Supervisor:**
Richard Higgins	James E. Griffin, III ("Tripp"), Esq.
Chairman	Chief Compliance Officer
2875 Browns Bridge Road	8731 Red Oak Blvd
Gainesville, GA 30504	Charlotte, NC 28217

In computing any period of time prescribed or allowed by this Agreement, unless otherwise specified, all days referred to shall be calendar days.

9.7. **Force Majeure:** The Plan Supervisor shall be excused from performance hereunder to the extent that such performance is prevented, delayed, or obstructed by causes beyond its reasonable control (whether or not foreseeable), including acts of any foreign, federal, state, or local government; fires, floods, or other natural disasters; strikes or labor unrest; terrorism or acts of war; degradation or interruption of telecommunications or internet service; or severe weather conditions.

9.8. **Non-Exclusivity:** This Agreement is not an exclusive administration agreement that would prohibit the Parties from entering into similar agreements with respect to other benefits or plans. The Plan Administrator acknowledges that the Plan Supervisor has or will have similar contractual agreements for similar services with one or more other parties and has the right to continue to do so. Similarly, the Employer may sponsor or provide other employee benefit programs and has or may have similar contractual agreements for those programs.

9.9. Non-Solicitation: During the term of this Agreement and for one (1) year after its termination, the Plan Administrator agrees that it shall not, and it shall cause the Employer not to, solicit to hire any employee of the Plan Supervisor who has been directly involved with the provision of the Services.

9.10. No Waivers: The waiver by either Party of a breach of any provision of this Agreement shall not constitute a waiver of any succeeding breach of the same or any other provision, nor shall such waiver constitute a waiver of the provision itself.

9.11. Assignability: Neither Party may assign this Agreement without the prior written consent of the other Party.

9.12. Severability: The provisions of this Agreement are independent of and severable from each other, and no provision or part thereof shall be affected or rendered invalid or unenforceable if any other provision of this Agreement is determined to be invalid or unenforceable in whole or in part. If any provision, term, or condition of this Agreement or the Plan Documents is found to be invalid under, inconsistent with, or in conflict with the provisions of any applicable law, statute, or decision of law, then such invalidity, conflict, or inconsistency shall be deemed modified by such statute, law, or decision of law so as to conform thereto, and such invalidity, conflict, or inconsistency shall not be deemed to affect, impair, invalidate, or nullify the remainder of this Agreement or the Plan Documents which shall remain in full force and effect.

9.13. Headings: The headings of sections and subsections contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

9.14. Arbitration: Any dispute arising out of or relating to this contract or the subject matter thereof, or any breach of this contract, including any dispute regarding the scope of this clause, will be resolved through arbitration administered by the American Health Lawyers Association ("AHLA") Dispute Resolution Service and conducted pursuant to the AHLA Rules of Procedure for Arbitration. Judgment on the award may be entered and enforced in any court having jurisdiction.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Agreement. This Agreement may be executed and delivered by facsimile or e-mail, and such facsimile or e-mail delivery shall constitute the final agreement of the Parties and conclusive proof of this Agreement.

Dated: December 4, 2024
Hall County, Georgia

By: _____
Richard Higgins
Chairman

Dated: 6 December 2024
Healthgram, Inc.

By: _____
James E. Griffin, III ("Tripp"), Esq.
Chief Compliance Officer

healthgram

EXHIBIT A – FEE SCHEDULE

Administration Fees[1]

The Plan Supervisor shall be entitled to an Administration Fee for its services to the Plan, as follows:

$24.00	Per covered employee per month for medical claims administration, payable on the first (1st) day of the month
$165.00	Per hour of case management services, payable on the first (1st) day of the month
$2.50	Per covered employee per month for network management (pass-through), payable on the first (1st) day of the month
$2.75	Per covered employee per month for utilization review, payable on the first (1st) day of the month
$70.00	Hourly fee for Wellness health coaching, payable on the first (1st) day of the month
$2.50	Per covered employee per month for Healthgram Trax, payable on the first (1st) day of the month
$7.00	Per covered employee per month for Healthgram Connect, payable on the first (1st) day of the month
$ N/A	Per covered employee per month for Continuation Administration, payable on the first (1st) day of the month
$ N/A	Per covered employee per month for FSA Administration, payable on the first (1st) day of the month
$4,950	Start-Up Fee - Health Plan Administration, payable upon receipt of invoice from Plan Supervisor
$ 5,000	MHPAEA Implementation Fee, payable upon receipt of invoice
$ 2,000	Continued MHPAEA Monitoring Fees, payable annually upon renewal as set forth in Subsection 4.10(c)
$950	Annual per-external vendor Data Services Fee, payable upon receipt of invoice from Plan Supervisor

Please initial approval of fee schedule: RBH

Date: December 4, 2024

[1] The fees for subrogation and right of reimbursement services are set forth in Subsection 5.12 of the Agreement.

healthgram

EXHIBIT B – TERMINATION OF ADMINISTRATIVE SERVICES AGREEMENT

Client Name: _____

We received notification of your intent to terminate the *Administrative Services Agreement* with Healthgram. While we are disappointed in your decision, we want to make the transition to the new administrator of both the coverage and the care your members are receiving as smooth as possible.

Please identify which services are being terminated:

☐ All Services ☐ TPA Services Only, keeping all Wellness Services

☐ Other _____

Termination Effective Date: _____

Reason for Termination: _____

Accordingly, Healthgram makes the following termination services available:

Standard Termination Services:	**Fees**
• Forward all claims and associated mail to a specified location for a three-month period. • Provide status of claim information for a three (3) month period via customer service for dates of service prior to the termination date. • Refer calls to the new administrator for a period of three (3) months. • Provide two sets of standard reports for all accumulators to include deductible, out of pocket and lifetime maximums. • Provide final 5500 financial information (if applicable)	$2,500
• Banking fees *if* using a Healthgram managed account	$3,000
• Process run-out claims administration for a twelve (12) month period[2]	3 months of admin fees
• Process Cigna run-out claims administration for a twelve (12) month period[3]	3 months of network access fees
• Subrogation services (appropriate fees will apply)	25% of recovery

Optional Termination Services:	**Fees**	**Y**	**N**
• Provide one claims runout files (12 months after termination)	$1,000	☐	☐
• Provide two claims runout files (6 months and 12 months after termination)	$1,500	☐	☐

[2] By way of example, if the Plan had X total enrolled employees paying $Y for Medical / Rx claims administration and $Z for Dental claims administration when it gave Notice to Terminate, the associated fee for non-Cigna run-out claims administration would be:

1. Medical = X enrolled employees x 3 months x $Y.
2. Dental = X enrolled employees x 3 months x $Z.

[3] The associated fee for Cigna run-out claims administration for twelve (12) months is the same as that set forth in the equations found in FN 2 (X enrolled employees x 3 months x $Cigna network access fee).

• Provide one disclosure packet report after the termination date	$1,500	☐	☐
• Provide a detailed electronic eligibility file for all Healthgram products	$2,500	☐	☐

Please note that any reporting and data requests after the Termination Effective Date that are not outlined in this Agreement will be subject to additional costs.

Billing for Standard and Optional Termination Services

A Termination Invoice will be sent; please select the option in which payment will be made:

☐ Check

☐ Normal remittance method for monthly bill

Regardless of the Standard and/or Optional Termination Services you select, Healthgram needs forwarding instructions for claims and associated correspondence(s) received after the Termination Date. Please complete the following indicating to whom said claims / correspondences shall be forwarded:

Company Name: _____

Company Address: _____

_____

Contact Name: _____

Phone: _____

Email: _____

Unless otherwise agreed to in writing, by signing below you agree to make payment within thirty (30) days of receipt of the Termination Invoice.

_____ _____

Authorized Signature **Date**

_____ _____

Name **Title**