AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Eighth Amendment to the Administrative Services Ag

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: CoreSource, Inc. and Gunnison County

Term Begins: 01/01/2017 **Term Ends:** **Grant Contract #:**

Summary:

8th Amendment to the Services Agreement assigning all rights and interest from NGS American, Inc to CoreSource, Inc.

Fiscal Impact:

Submitted by: Cheryl Seling **Submitter's Email Address:** cseling@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
Basic Plan Administration Service Fees are increased 3% from Amendment #7. Not a concern in the 2017 adopted budget. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 3/9/2017

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok - gs

Reveiwed by: GUNCOUNTY1\gstuhr Discharge Date: 3/9/2017 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 3/9/2017

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 3/21/2017

Revised April 2015

EIGHTH AMENDMENT TO SERVICE AGREEMENT

This Eighth Amendment ("Amendment") to the Administrative Services Agreement ("Agreement"), between CoreSource, Inc. ("CoreSource") and Gunnison County ("Sponsor") is effective January 1, 2017.

Whereas, NGS American, Inc. has assigned all rights and interest to this Agreement to CoreSource, Inc. effective January 1, 2016; and

Whereas, CoreSource and Sponsor desire to amend and modify that certain Agreement dated January 1, 2003, among the parties (the "Agreement") as set forth in this Amendment;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and upon the terms and conditions set forth herein, the parties to this Amendment agree as follows:

Section 1. Definitions. Capitalized terms not otherwise defined in this Amendment, or for which a definition is not specifically indicated, shall have the meanings ascribed to such terms in the Agreement.

Section 2. Amendments to the Agreement. The Agreement is amended and modified as of the Effective Date as set forth below:

A. Section 9.01 of the Agreement is deleted in its entirety and replace by the section below:

   9.01 Term. This Agreement shall be in effect for a period of 12 months from the Effective Date (the "Initial Term") and shall renew automatically thereafter for the successive one (1) year periods of time (each such period, a "Renewal Term" and collectively with the Initial Term, the "Term") unless otherwise terminated in accordance with Section 9.03 of this Agreement or renegotiated in accordance with Section 9.02 of this Agreement.

B. Appendix A of the Agreement is deleted in its entirety and replaced by the attached Appendix A: Compensation for Services effective January 1, 2017.

Section 3. Entire Agreement; Effect. This Amendment and the Agreement, as amended hereby, constitute the sole and entire agreement of the parties with respect to the subject matter hereof. Except as specifically set forth herein, all other terms and conditions as set forth in the Agreement, as amended, shall remain in full force and effect, and are not otherwise amended, altered, modified or revised.

Section 4. Counterparts; Facsimile Signatures. This Amendment may be executed in counterparts, each of which shall be effective only upon delivery and all of which shall be taken to be one and the same instrument with the same effect as if each of the parties hereto had signed the same signature page. Any signature hereon may be transmitted by means of facsimile machine, email or other electronic means, and any signature so transmitted shall be deemed a valid, original signature for all purposes.

Section 5. Incorporation. All terms of the Agreement, except those specifically amended hereby, are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have executed this Amendment by their respective duly authorized officers as of the date first set forth above.

CORESOURCE, INC. **A DELAWARE CORPORATION** **"CORESOURCE"**	**GUNNISON COUNTY** **"SPONSOR"**
Kimberly A. Fiori	Name
Regional President Title	Title
3/7/17 Dated:	Dated:

APPENDIX A - COMPENSATION FOR SERVICES

I. Effective Date: January 1, 2017

The following information is being provided to the undersigned to disclose the fees and costs for the services which CoreSource will provide to Sponsor or Administrator, as the case may be, with respect to the administration of the Plan, and, pursuant to the requirements of Prohibited Transaction Class Exemption 84-24 issued by the Department of Labor, in order to exempt the proposed transactions between the Plan, Sponsor, and CoreSource from any applicable prohibited transaction under ERISA. The following information is being provided to permit Administrator (or Sponsor, if acting in that capacity), to determine whether the compensation received by CoreSource is reasonable, whether the services provided are necessary for the operation of the Plan and whether the provision of services by CoreSource is in the best interest of the Plan.

II. Fees for Plan Services

Sponsor agrees that in addition to the full payment of all claims, it will pay to CoreSource the following fees. Sponsor's obligation is to pay the fees for the services listed below if the box is checked. The optional services are described in separate Addendum(s) which are attached to this Agreement and those Addendum(s), which have been executed, are deemed to be incorporated into and made part of this Agreement.

☐ A. Installation Fees. An initial installation fee of N/A is applicable, covering the following items:

Items
1. Employee meeting for two (2) days at two (2) locations
2. Set-up of one (1) plan in the CoreSource claim system
3. One installation of CoreSource' Eligibility System with training session
4. Load of one eligibility tape in CoreSource format
5. Load claims historical file in CoreSource format
6. Initial supply of forms and ID cards sent to one location

☑ B. Basic Plan Administration Service Fees. A monthly service fee of:

	1/1/2017 - 12/31/2017
Medical	$18.39
Dental	$3.64
Vision	$0.57

per month per covered employee and retiree, if applicable, will be billed by CoreSource. A full month's fee will be charged for each employee whose coverage is effective as of the last day of the month immediately prior to the month in which the invoice is dated. Invoices will be sent on the first of the month for: (1) claim processing and adjudication services to be performed in the month next following the invoice date, and (2) all other services performed in the month immediately prior to the invoice date.

Any service fees or commissions included in the Basic Plan Administration Service Fee which are subsequently payable to an agent, broker, consultant or other entity, are fully disclosed in Item III. F. of this Appendix A.

The Basic Plan Administrative Service Fee includes provision of the following:

1. Claim processing services through dedicated team
2. Special services unit for large claims and catastrophic cases
3. On-line displays for mail, claim and eligibility history, hospital verification, etc.
4. New York and Massachusetts filings
5. Multiplan, Guardian and other CoreSource negotiated discounts
6. Centers of Excellence program through Optum Health.
7. Flexibility Administration choices
8. Maintenance and coordination with up to three (3) generally utilized PPO's
9. Specific and Aggregate stop loss submissions
10. Stop loss advise-to-pays
11. Annual re-marketing of stop loss to up to three (3) carriers
12. Annual graphical analysis
13. Standard monthly reporting package
14. Eligibility system and all updates
15. Two (2) hours of "help desk" assistance per month
16. Two (2) hours of system access time per month
17. All forms, supplies and ID cards, excluding ID card reissues for plan, provider or PBM changes, needed for plan administration (postage and handling not included)
18. Dedicated Client Services representative
19. 1099 and W-2 filing assistance
20. 5500 assistance
21. All client mailings
22. Toll free telephone line
23. CoreSource website, including Participant Self-Service Center

Those services checked below have been selected by Sponsor to include in the administration of their plan. Fees for these services may be changed at any time but not more frequently than annually.

☑ C. Election Of Final Claims Determination Addendum. In addition to the fees set forth in Section II.B,

Flat Rate
an annual fee as stated below, to be paid 1/12 monthly plus a per case fee as stated below.

	1/1/2017 - 12/31/2017
Annual Rate	$1500.00
Per Case Fee	$325.00

will be charged if Sponsor elects to have CoreSource undertake the task of making final benefit determinations and construing the terms of the Plan so that CoreSource assumes, for the purposes of final claim determination only, the role and responsibilities of a fiduciary (as defined in ERISA §3(21)(A)) under the Plan. CoreSource will provide final claims determination services under the Plan only if the Final Claims Determination Addendum is signed by CoreSource, Sponsor and Administrator.

☐ Non-Election of Final Claims Determination Addendum. Sponsor and Administrator elect to retain all fiduciary rights and responsibilities and final discretion for final claims determination. In the event any medical review services are needed in the process of initial clinical determinations, or arranged on behalf of Sponsor in the review of appeals these services will be billed to the Sponsor on a net basis.

☑ D.

Plan Document/SPD/Communication Fees.	Fee
Plan Documentation	$60/hour
Word Processing	$25/hour
Employee Communication	$60/hour
Employee Meetings	$60/hour
Provider Introduction Letters	$2.00 each
Additional Plan Loads	$250/plan
Summary of Benefits and Coverage	$300/plan

☑ E. COBRA Services Addendum.

A monthly service fee as determined below, per month per covered employee and retiree, if applicable, will be billed by CoreSource. A full month's fee will be charged for each employee whose coverage is effective as of the last day of the month immediately prior to the month in which the invoice is dated. Invoices will be sent on the first of the month for: (1) claim processing and adjudication services to be performed in the month next following the invoice date, and (2) all other services performed in the month immediately prior to the invoice date.

	1/1/2017 - 12/31/2017
Monthly charge	$0.82

☐ COBRA rate development coordination (actuarial rate development charges billed net to Sponsor).

☐ F. HIPAA Creditable Coverage Services Addendum.

☐ Issue Certificates
☐ Issue Pre-Ex Letters
A service fee, as determined below, per certificate issued for employees/retirees, and/or for spouses or reprints to the same address, plus first class postage to provide services with respect to the provision of Certificates of Creditable Coverage required under HIPAA. This fee shall be paid to CoreSource by Sponsor only if Sponsor and CoreSource have signed the HIPAA Services Addendum.

HIPAA Certificates for Employee	
HIPAA Certificates for Spouse	
Pre-existing Condition Notification	

☑ G. Health Care Management Addendum. Sponsor agrees to pay CoreSource a monthly fee, as determined below, per employee per month, for the services described in the Health Care Management Addendum. Payment for the service fees herein agreed to, will be on a monthly basis and will be computed, paid and included as part of the monthly claims processing and adjudication services invoice to Sponsor.

	1/1/2017 - 12/31/2017
Health Care Management	$3.20

Ancillary Healthcare Management Services	1/1/2017 - 12/31/2017
☐ Nurse 24	
☑ Special Delivery Maternity Program	Included in UR Fee
☑ Case Management (per hour)	Included in UR Fee
☐ High Risk Disease Management	

☑ H. Flexible Benefits Addendum

Initial Set-Up Fee: WAIVED
Annual Maintenance Fee: _____
-Items included in annual maintenance fee:
- ☐ Data Entry of new elections
- ☐ Plan Parameter modification of options and/or rates
- ☐ Enrollment confirmation statements
- ☐ Other

☐ Direct Deposit -
a one time ___set up fee

☑ Debit Card Services - effective 1/01/2009
Debit card services have been elected,

	1/1/2017 - 12/31/2017
Debit Card Services (pepm)*	
Rx Only	N/A
Medical & Rx	$2.06

*In addition to the above, the client will pay any substantiation fees charged by the PBM to MBI this is a direct pass through to the client.

Health Care Reimbursement Account. If one of the Plans listed on Appendix A is a Flexible Benefits Plan with a flexible spending account that is a health care reimbursement account, and Sponsor wishes CoreSource to administer claims and perform the duties and services set forth in the attached Addendum with respect to the health care reimbursement account, the monthly fee will be determined below.

	1/1/2017 - 12/31/2017
Health Care Reimbursement Account*	$4.38

Dependent Care Reimbursement Account. If one of the Plans listed on Appendix A is a Flexible Benefits Plan with a flexible spending account that is a dependent care reimbursement account, and Sponsor wishes CoreSource to administer claims and perform the duties and services set forth in the attached Addendum with respect to the dependent care reimbursement account, the monthly fee will be determined below.

	1/1/2017 - 12/31/2017
Dependent Care Reimbursement Acct*	$4.38

*Combined Monthly Minimum:	$100.00

☑ I. Preferred Provider Arrangement Addendum (CoreSource Contracts). Sponsor will pay CoreSource a monthly fee of waived per participant for performing the duties and service described in the attached Addendum with respect to the preferred provider network(s) listed in the Exhibit A to this Addendum.

☑ J. Preferred Provider Arrangement Addendum (CoreSource Contracts). Sponsor will pay CoreSource a monthly fee of waived per participant for performing the duties and service described in the attached Addendum with respect to the preferred provider network(s) listed in the Exhibit A to this Addendum.

☑ K. Subrogation Services Addendum.

Threshold amount: $1000.00
Contingency Fee: 30% of gross amount recovered

☐ L. Prescription Drug Card Plan Addendum. Sponsor will pay CoreSource a monthly fee of «N/A» per participant for performing the duties and service described in the Prescription Drug Card Plan Addendum with respect to the Rx Vendor(s) listed in Exhibit A to this Addendum.

☐ M. Trading Partner Addendum. The Trading Partner Addendum is intended to allow the parties to carry out health care transactions electronically, and when applicable, in the appropriate codes and formats required for such transactions under the HIPAA regulations for electronic standards for health care transactions. The Trading Partner Addendum commits the parties to carry on such electronic transactions in compliance with all legal and technical requirements. The fees associated with the services to be performed under the Trading Partner Addendum are as follows:

Inbound:

☐ Per Employee Per Month	

Outbound:

☐ Per Employee Per Month	

☑ N. Other Eligibility Support Services

Data Entry Fees:	
-New Enrollment Form	$9.00/enroll form
-Maintenance/Change to existing enrollment form	$1.50/enroll form
Maintenance of non-CoreSource Administered Plan Records	$.50/record
Eligibility transactions for non-CoreSource Administered Plans	$.50/transaction
Help Desk Services/Training	$70.00/hour
Open Enrollment Assistance	Quoted On Request

☐ O. Run-In/Run-Out Services

☐ Run-in Service of Medical Claims	
☐ Run-in Service of Dental Claims	

	Months 1-3	Months 4-6	Months 7-12
☐ Run-out Service of Medical Claims	Full Fees	½ Fees	$20 per claim
☐ Run-out Service of Dental Claims	Full Fees	½ Fees	$7 per claim

☐ P. Web Based Services

	1st Year
☐ On - Line Open Enrollment	
☐ On - Line Ongoing Enrollment	
☐ Health Center	
☐ Health Center w/Data Mining	
☐ Data Mining Tools	

☑ Q. Letter Services

	1/1/2017 - 12/31/2017		
☑ Dependent Verification*	$3.35		
Frequency/Timing:			
☐ Initial COBRA Notification*			
Frequency/Timing:			
☐ COB Solicitation*			
Frequency/Timing:			
☐ COBRA Soc. Sec. Award Ext.*			
Frequency/Timing:	3 months prior to 65th Birthday		
☐ Confirmation Statements*			
Frequency/Timing:	Annually after open enrollment		
☑ Medicare Part D Notice*	$2.00		
Frequency/Timing:	Annually after open enrollment		
☐ Other: _____*			
Frequency/Timing:			

*Per letter, plus First Class Postage

Or,

☐ Letter Package, includes First Class Postage

A monthly service fee, as determined below, per month per covered employee and retire applicable, will be billed by CoreSource. A full month's fee will be charged for each empl whose coverage is effective as of the last day of the month immediately prior to the mon which the invoice is dated.

	1st Year
Letter Package, includes 1st Class Postage	$

☐ R. HIPAA Individual Rights Administration - per

	1st Year
Individual HIPAA Administration ☐ CoreSource Only ☐ CoreSource and other vendors	$
Photo Copies per Page	$

☑ S. Ancillary Services

	1/1/2017 - 12/31/2017
Physician Reviews	Actual Cost
Medical Records Fees	Actual Cost
Hospital Bill Audits	Actual Cost
Printing Costs	Actual Cost
Provider Directory Costs	Actual Cost
Programming Fees (based on level of Programmer)	Hourly Rate

☐ T. Health Reimbursement Account Services (HRA)

If one of the Plans listed on Appendix A is a Health Reimbursement Account Plan, and Sponsor wishes CoreSource to administer claims and perform the duties and services set forth in the attached Addendum with respect to the health reimbursement account, the monthly fee will be determined below.

	1st Year
Health Reimbursement Account	$

☒ U. Healthcare Savings Account Services (HSA)

Healthcare Savings Account. If one of the Plans listed on Appendix A is a Healthcare Savings Account Plan, and Sponsor wishes CoreSource to administer claims and perform the duties and services set forth in the attached Addendum with respect to the healthcare savings account, the monthly fee will be determined below.

☐ Set-up fee (one time only): N/A

	1/1/2017 - 12/31/2017
☒ HSA Non-integrated Accounts	$0.26

☑ V. Out of Network Savings

For enhanced plan savings opportunities, Plan Supervisor through master service agreements with Multiplan and TC3 Health, provides advanced technology controls for out of network discounts and out of network negotiations. These services are provided on a percent of savings of 30%, inclusive of a 17.5% - 19.0% override fee to Plan Supervisor due to daily transmission requirements and administration and communication support.

☑ W. PHCS - Healthy Directions

CoreSource has achieved enhanced pricing if the benefit plan(s) listed on Appendix B utilizes the PHCS Healthy Directions network as a "wrap" network on a percentage of savings basis as a result of contracts negotiated by CoreSource and their parent, Trustmark Insurance Company which reduce the standard Healthy Directions access fee from 25% to 20%, inclusive of a 4% override.

☐ X. Specialty Prescription Drug Program

Sponsor has executed the Client Agreement for the Specialty Prescription Drug Program a full-service specialty pharmacy and support program to more effectively manage and monitor the distribution and effectiveness of specialty drugs including individualized care coordination. There is no cost unless Specialty Prescription Drug Program is able to impact plan costs. Fees are thirty (30) percent of the savings off average wholesale price capped at $2,500 per drug claim.

☑ DD. Skilled Nursing & Dialysis

Plan Supervisor will look for enhanced Plan Savings opportunities for specific diagnosis when competitive discounts are not available. Staff clinicians will negotiate services as appropriate for a fee of 6.5% of the savings. Monthly reports will identify providers utilized and net savings realized.

☐ AA. ACA IRS Reporting Support Services Addendum -

Accounts Reporting Fee -up to XXX responsible individuals	XXX Annually
Additional Statement Fee - for each additional statement over XXX	XXX per statement

☑ BB. Simplicity Services No additional Charge

A) Plan Sponsor agrees to the release and transfer of Participants' eligibility and claims data, maintained by Plan Supervisor to Simplicity Payment Association ("Simplicity") and its subcontractor, ECHO Health, Inc., in order to facilitate the provision of Simplicity services and the Simple Rewards program. Simplicity services include the Online Payment Manager, enabling Participants to pay deductibles and co-insurance obligations directly to providers. Plan Sponsor agrees that Simplicity services are part of the Plan.

B) When available, Simplicity services include Simplicity Complete, a service which prefunds eligible Participants' deductible and co-insurance payment obligations under the Plan to providers at the time of benefit payments. Funding for Simplicity Complete is provided by Simplicity Payments, LLC. Simplicity Payments, LLC shall offer payment plans to eligible Simplicity Complete Participants who need additional time to pay Simplicity Payments, LLC such obligations in full. Plan Sponsor agrees that Simplicity services are part of the Plan.

C) Simplicity Payments, LLC offers the Simple Rewards program to Participants who meet certain criteria while using the Simplicity Online Payment Manager and Simplicity Complete. The Simple Rewards program provides certain rewards that may be used by certain Participants to pay bills in the Simplicity Online Payment Manager, and is subject to provisions of the Simple Rewards program. Plan Sponsor agrees that the Simple Rewards program is not part of the Plan and that Simple Rewards are subject to taxation.

☑ Plan Sponsor has elected to have Simplicity Payments, LLC issue a Form 1099 on Simple Rewards that exceed $600.

☑ Relay Services No additional charge

Plan Sponsor agrees to the release of eligibility data to Relay Network, LLC to provide telephonic messaging, including text messaging, to Participants who opt into the service. Such messaging shall include, but not be limited to, services and benefits available under the Plan, reminders on preventive care, surveys, and educational information.

☐ CC. Medicare-Based Pricing Services

For enhanced plan savings opportunities, Plan Supervisor through master service agreement with ClearHealth, provides Out of Network Medicare Reference Based Pricing and Negotiated Discounts. These services are provided on a percent of savings of 15%, inclusive of a 10.25% override fee to Plan Supervisor due to daily transmission requirements and administration and communication support.

☐ DD. Oncology Management Program $750.00 initiation fee; $440.00 per participant per month thereafter

CoreSource WILL FORWARD ALL MONTHLY INVOICES TO THE FOLLOWING ONE LOCATION:

COMPANY NAME:	Gunnison County		
ATTN:	Cheryl Seling Personnel Department	PHONE NUMBER:	970.641.7962
ADDRESS:	200 E. Virginia Ave.		
ADDRESS:			
CITY, ST ZIP	Gunnison, CO 81230	FAX NUMBER:	

III. INSURANCE ISSUES, INCLUDING FEES, COMMISSIONS, OR OTHER REMUNERATION

A. ☐ There are no insurance products purchased with Plan assets.

☑ The following insurance products are being directly purchased with Plan assets:

Stop Loss Coverage

B. ☑ There are no insurance products being purchased with Sponsor's general assets on account of the operations of the Plan.

☐ The following insurance products are being purchased by Sponsor on account of the operations of the Plan, but are being purchased with Sponsor's general assets:

C. CoreSource has the following relationship, other than the receipt of commissions, if applicable, with the insurer(s) providing the above listed products:

☑ None.

☐ Is an affiliate of the following insurers:

☐ Has other relationships with the following insurers:

D. The agent/broker involved in providing these insurance products, N/A, has the following relationship, other than the receipt of commissions, if applicable, with the insurer(s) providing the above listed products:

☑ None.

☐ Is an affiliate of the following insurers:

☐ Has other relationships with the following insurers:

E. CoreSource will receive the following commissions with respect to the insurance products:

☑ None. All CoreSource fees relating to insurance products are included in the standard administration fee listed at Section II.B of this Appendix.

☐ The commissions listed below.

	Insurance Product	Insurer	Commission as Percent of Gross Premiums
1.			

With respect to placement of the insurance products listed in Sections III.A and III.B, Sponsor will pay CoreSource the following fee for insurance-related services irrespective of the above-noted commissions:

F. The agent/broker identified in Section III.D, above, will receive the following commissions:

☑ None

☐ The commissions listed below.

Insurance Product	Insurer	Commission as Percent of Gross Premiums.
1. _____	_____	_____

☐ The following fees or commissions from CoreSource which amount was included in the Basic Administrative Service Fees:

Product	Fee or Commission
Medical Administration	N/A

IN THE EVENT FEES OR COMMISSIONS ARE PAYABLE TO AN AGENT BY CORESOURCE UNDER THIS ADDENDUM, SUCH FEES OR COMMISSIONS WILL BE MAILED FIRST CLASS MAIL TO:

AGENT NAME: _____
ATTN: _____ Phone: _____
ADDRESS: _____
ADDRESS: _____
CITY, ST ZIP _____ Fax: _____

By the signatures of their duly authorized officers or other persons, Sponsor and Administrator consent and agree to pay CoreSource the fees set forth in Appendix A of the Agreement, and acknowledge and approve as reasonable the fees and commissions, if any, paid to CoreSource and any designated agent/broker with respect to the Plan related insurance products listed above.

CORESOURCE, INC. "CORESOURCE"	GUNNISON COUNTY "SPONSOR"
By: Kimberly A Fiori Signature	By: _____ Signature
Name: Kimberly A. Fiori	Name: _____
Title: Regional President	Title: _____
Date: 3/7/17	Date: _____
By: _____ Signature	By: _____ Signature
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

By the signatures of its duly authorized officers, CoreSource agrees to perform the additional services pursuant to the applicable Addendum(s) for the fees set forth above.