AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: PHCS Joinder Agreement - GPA

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and Group & Pension Administrators, Inc. (GPA)

Term Begins: 01/01/2020 **Term Ends:** **Grant Contract #:**

Summary:

This is the agreement for the access to a network of providers for a discount.

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:

This Joinder Agreement references the Fees in accordanced with the terms and conditions set forth in the Employee Health & Welfare Benefit Plan Claims Administration Agreement between GPA and Gunnison County. I was waiting to see that agreement before sending this forward. However, the agreement must not have been routed through Finance. I'm sending this forward toady to keep process moving along. ln

Reviewed by: Discharge Date: 11/1/2019

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

Comments:

ok db 10/24/19

Reveiwed by: Discharge Date: 11/1/2019 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: Discharge Date: 11/1/2019

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

Agenda Date: 11/5/2019

Revised April 2015

DocuSign Envelope ID: 7A4C969B-C810-4FD2-9208-D3125AD34890

PHCS Joinder Agreement

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EXHIBIT 10

FORM JOINDER AGREEMENT

WHEREAS, Gunnison County is a User ("User") of Group & Pension Administrators, Inc. an MPI Client ("Client");

WHEREAS, Client has entered into a services agreement with MPI, on behalf of User for access to various health care cost management services ("Agreement"), copy annexed hereto;

WHEREAS, in order for User to receive Services under the Agreement, Client seeks to have User agree to all applicable terms and conditions of the Agreement;

THEREFORE, in consideration of the above, and of the promises herein, User agrees as follows:

A. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

B. User agrees to abide by all applicable terms and other obligations of the Agreement and any amendment thereto, as the Party financially responsible for the payment and administration of all health care claims under the Programs in order to receive access to the Services set forth in the Agreement including, but not limited to, timely payment to Network Providers and non-Network Providers and compliance with the terms of Network Provider Agreements and MPI Negotiation Agreements and DAs. User shall have a right to receive from Client copies of any executed amendments to the Agreement.

C. User agrees to pay the Fees in accordance with the terms and conditions set forth in the Employee Health & Welfare Benefit Plan Claims Administration Agreement between GPA and User. In the event that Employee Health & Welfare Benefit Plan Claims Administration Agreement is not executed or is incomplete as to Fees, User will be responsible for payment of the Fees for Services provided under this Agreement.

D. User represents and warrants that it is solvent and that during the term of this Joinder Agreement it shall maintain a reserve fund sufficient to pay all claims and MPI Fees for which User reasonably can anticipate it will become liable hereunder

E. The rights and obligations of User set forth in this Joinder Agreement shall not be assigned without the prior written consent of MPI. Any other attempt to assign this Agreement or rights or obligations hereunder shall be void.

F. In the event User breaches any obligations of the Agreement, MPI may terminate such User from accessing the Agreement upon thirty (30) days written notice.

G. This Joinder Agreement shall be effective as of January 1, 2020 .

IN WITNESS HEREOF, a duly authorized representative of the User has executed this Joinder Agreement.

User: Gunnison County
Address: 200 E. Virginia, Gunnison, CO 81230

_____
Signature

_____
Print Name and Title