AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Joinder Agreement; GPA & Gunnison Co

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Group & Pension Administrators and Gunnison County, Colorado

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

Summary:

Rx Benefits, Inc. provides prescription drug benefit administration services through CVS/Caremark.

Fiscal Impact:

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

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 1/27/2020

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

Comments:
ok db 1/30/20

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 1/30/2020 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\emense Discharge Date: 1/31/2020

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

Agenda Date: 2/4/2020

Revised April 2015

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JOINDER AGREEMENT

This "Joinder Agreement" is effective as of January 1, 2020 ("Joinder Effective Date") between Group & Pension Administrators ("Client") and Gunnison County, Colorado ("Participating Group").

WHEREAS, RxBenefits, Inc. ("Administrator") provides prescription drug benefit administration services (the "Services") pursuant to the Administrative Services Agreement (the "Agreement") between Client and Administrator dated January 1, 2020. Those parties desire for prescription drug benefit services to be provided to Participating Group under that same Agreement and pursuant to the terms and conditions therein; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto agree as follows:

1. CAPITALIZED TERMS. Capitalized terms used throughout this Joinder Agreement and not otherwise defined shall have the meaning set forth in the Agreement.

2. SERVICES. Participating Group adopts Client's Agreement with Administrator, and adopts Administrator as its exclusive provider of the prescription drug benefit administration services set forth in the Agreement to support the Participating Group's Benefit Plans, and Administrator accepts this engagement, subject to the terms of the Agreement. Client may assess additional fees to Participating Group for Client's provision of services related to the Agreement.

3. CLIENT INFORMATION. Client will promptly furnish to Administrator the Plan Specifications and all other information necessary and required under the Agreement for Administrator to render the Services.

4. TERM AND TERMINATION. The initial term of this Joinder Agreement will begin on the Joinder Effective Date set forth above, and will expire 12 months after the Joinder Effective Date. Thereafter, this Joinder Agreement will automatically renew for additional 12-month renewal periods, provided that either party may terminate this Joinder Agreement effective as of the last day of the initial term or any renewal term by providing written notice of non-renewal to the other party at least ninety (90) days prior to the end of such Initial Term or Renewal Term. At no time shall Administrator provide the Services for Participating Group if this Joinder Agreement is not in place.

5. GENERAL.

5.1 Notices. All notices, requests, consents, demands or other communications under this Joinder Agreement will be in writing and deemed to have been duly given either (a) when delivered, if delivered by hand, sent by United States registered or certified mail (return receipt requested) or delivered personally by commercial courier or (b) on the second following business day, if sent by United States Express Mail or a nationally recognized commercial overnight courier at the following address (or at other addresses as specified by a notice) with applicable postage or delivery charges prepaid.

If to Client:

Group & Pension Administrators
12770 Merit Drive, Suite 200
Dallas, TX 75251

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If to Participating Group:

Gunnison County, Colorado
200 E. Virginia Avenue
Gunnison, CO 81230

5.2 Compliance with Laws. Client and Participating Group shall take all actions necessary and appropriate to assure that they comply with the applicable federal, state and local laws and regulations, including, without limitation, the Anti-Kickback Statute, the Public Contracts Anti-Kickback Act, the Stark Law and the laws and regulations relating to disclosure or notification of plan benefits or the terms of rebate administration under this Joinder Agreement.

5.3 HIPAA Compliance. Client and Participating Group agree to enter into a Business Associate Agreement in order to comply with the Health Insurance Portability and Accountability Act of 1996.

5.4 Except as specifically modified by this Joinder Agreement, all of the terms and conditions of the Agreement will remain in effect and Participating Group agrees to be bound by the terms of the Agreement. With respect solely to Participating Group, all references in the Agreement to "Client Data" shall be deemed to be replaced with "Participating Group Data."

IN WITNESS WHEREOF, the parties herein have caused this Joinder Agreement to be executed by their duly authorized representatives as of the effective date written above.

CLIENT: **Group & Pension Administrators**

By: _____

Its: _____

PARTICIPATING GROUP: **Gunnison County**

By:_____

Its:_____

Acknowledged and Agreed to By:

ADMINISTRATOR: **RxBenefits, Inc.**

By:_____

Its: Sr. Director of Compliance & Legal Affairs