

RESOLUTION NO. 2019-74

A RESOLUTION ACCEPTING AND APPROVING AN ADMINISTRATIVE SERVICES AGREEMENT WITH BLUE CROSS BLUE SHIELD OF WYOMING, AND AUTHORIZING AND DIRECTING TIMOTHY A. KAUMO, AS MAYOR OF THE CITY OF ROCK SPRINGS, WYOMING, TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY WHEN IT IS RECEIVED.

WHEREAS, Blue Cross Blue Shield of Wyoming has submitted to the City of Rock Springs an Administrative Services Agreement, pertaining to an employee welfare benefit plan which has been established and is maintained by the City as Plan Sponsor and Plan Administrator, for the benefit of its Subscribers and Dependents; and,

WHEREAS, the Governing Body of the City of Rock Springs has said agreement before it and has given it careful review and consideration; and,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ROCK SPRINGS, STATE OF WYOMING:

Section 1. That the Administrative Services Agreement with Blue Cross Blue Shield of Wyoming, attached hereto and by this reference made a part hereof, is hereby accepted and approved by the Governing Body of the City of Rock Springs, Wyoming.

Section 2. That the Mayor of the City of Rock Springs be, and he is hereby, authorized, empowered and directed to execute said agreement on behalf of said City; and that the City Clerk of said City, be, and he is hereby, authorized and directed to attest said agreement, and to attach to each duplicate original of said agreement a certified copy of this Resolution.

PASSED AND APPROVED this _____ day of _____, 2019.

President of the Council

Attest:

Mayor

City Clerk

Administrative
Services Agreement

The City of Rock Springs
Plan Sponsor & Administrator

Blue Cross Blue Shield of Wyoming
Claims Supervisor

ADMINISTRATIVE SERVICES AGREEMENT
CITY OF ROCK SPRINGS

This Agreement is entered into by and between Blue Cross Blue Shield of Wyoming ("BCBSWY") and the City of Rock Springs ("the City") and pertains to an employee welfare benefit plan ("Plan") which has been established and is maintained by the City, as Plan Sponsor and Plan Administrator, for the benefit of its Subscribers and Dependents.

SECTION A. – DEFINITIONS

1. "Access Fee" – See Attachment "B" to this Agreement.
2. "Agreement" means this Administrative Services Agreement and the related Attachments.
3. "Benefit Booklet" is the document detailing the health care benefits administered by BCBSWY under the terms of this Agreement and the Plan.
4. "BlueCard® Program" means the nationwide program coordinated by the Blue Cross and Blue Shield Association that enables Subscribers and Dependents to reduce claims filing paperwork and take advantage of available local Provider networks, medical discounts, and cost-saving measures when they receive care outside of the state of Wyoming.
5. "Business Day" means a day on which BCBSWY's home office in Cheyenne, Wyoming, is open and transacting business, and excludes Saturdays, Sundays, and public holidays.
6. "Calendar Day" means any consecutive twenty-four (24) hour day running from midnight to midnight.
7. "COBRA" means those provisions of the federal Consolidated Omnibus Budget Reconciliation Act of 1985, and amendments thereto, relating to continuous health benefits coverage for individuals whose coverage under group health plans is terminating.
8. "Dependent" means the dependents of Subscribers who are eligible to participate in the Plan, under terms of the Plan or by operation of law, and designated by the respective Subscribers as entitled to benefits.
9. "ERISA" means the federal act entitled the Employee Retirement Income Security Act of 1974, and amendments thereto, that provides certain rights to Subscribers and Dependents of certain employee benefit plans.
10. "Excess Loss Insurer" means such company as may be selected by the City to provide reinsurance and/or stop-loss coverage.
11. "Host" – See Attachment "B" to this Agreement.
12. "Provider" is the person or entity providing health care services or supplies eligible for payment under the Plan.

13. "Schedule of Benefits" means the document(s) describing the Subscribers' and Dependents' obligation to pay a deductible and to make co-payments up to a maximum for benefits otherwise covered in the Benefit Booklet. The Schedule of Benefits also establishes the annual maximum benefit amount, sets forth any optional benefits provided under the Plan, and sets forth any limitations to benefits and/or exclusions to coverage.
14. "Stop Loss Claim" means a claim presented to the Excess Loss Insurer for payment in accordance with the terms and conditions of the reinsurance and/or stop-loss coverage contract(s) between the City and the Excess Loss Insurer.
15. "Subscriber" means any employee or former employee eligible to be covered under the terms of the Plan and who elects to be covered under the Plan.
16. "Timely" means the time specifically set forth to perform the acts within this Agreement. If no time is provided within this Agreement to perform an act, then the term "timely" shall be construed to be a maximum of ten (10) calendar days from the event necessitating the action.

SECTION B. -- PERFORMANCE BY BCBSWY

Administrative Services: BCBSWY shall:

- 1(a). Cooperate with the City in the design, development and revision of the Plan and the Benefit Booklet by providing assistance and advice as requested by the City;
- 2(a). Prepare appropriate identification cards for Subscribers and Dependents;
- 3(a). Develop and maintain administrative and record keeping systems;
- 4(a). Prepare appropriate forms for the processing of requests for payment of benefits according to the terms of the Plan;
- 5(a). Prepare monthly and annual claims reports for use by the City in the financial management of the Plan;
- 6(a). Cooperate with the City regarding a summary list of Subscriber and Dependent benefits from the Benefit Booklet;
- 7(a). Provide to Subscribers and Dependents, as necessary, the administrative services provided for by paragraphs 2 and 4 above; and
- 8(a). Provide to the City, on a monthly basis, a billing list indicating all current Subscribers and Dependents. The City agrees to review the accuracy of such billing list and process any additional enrollment transactions as necessary to correct any inaccuracy with a response to BCBSWY.

Benefit Payment Services: BCBSWY shall process requests for payment of benefits and shall, in accordance with the terms and conditions of the Benefit Booklet and the Plan:

- 1(b). Provide suitable facilities, personnel and instructions for payment of benefits;

- 2(b). Develop procedures in consultation and cooperation with the City for the City to certify the eligibility of Subscribers and Dependents under the Plan;
- 3(b). Determine the validity of each request for payment of benefits, make appropriate investigations and adjust claims as necessary pursuant to the terms and conditions of this Agreement and the Plan;
- 4(b). Pay benefits in accordance with the Benefit Booklet, with BCBSWY's standard benefit payment practices and with any benefit administration procedures specified by the City and agreed upon by BCBSWY;
- 5(b). Provide the City with advice on any disputed or questionable request for payment, provide the City with a written report of its findings, including the basis for its actions, and refer such request to the City for consideration and final decision;
- 6(b). Provide other supplemental services to the City as set forth in Attachment C to this Agreement;
- 7(b). The parties acknowledge and agree that BCBSWY is not, nor is it considered by BCBSWY or the City to be, the Plan Administrator or Plan Sponsor of the Plan under ERISA;
- 8(b). Benefits paid may be calculated on an alternative reimbursement arrangement as determined by BCBSWY and Provider. By accepting the alternative payment method, the City shares in the savings differential, or will pay its pro rata share of any assessment, penalty, shortage, adjustment or other required payment incurred by BCBSWY under the alternative payment method. The City also agrees it will accept and abide by the terms of any agreement between a Provider and BCBSWY, including but not limited to agreements for payment of services rendered by the Provider. Refer to Attachment B for information regarding the handling of fees charged for accessing the BlueCard® Program;
- 9(b). The only claims which are eligible for processing are those claims which are: (a) incurred by Subscribers and Dependents after the effective date, and during the term, of this Agreement; and (b) received by BCBSWY during the term of this Agreement; and (c) received by BCBSWY within twelve (12) months of the date on which the related medical services or supplies were rendered;
- 10(b). BCBSWY provides administrative claims payment services only and does not assume any financial risk or obligation with respect to claims;
- 11(b). At any time payment to BCBSWY is past due, processing of claims by BCBSWY may be immediately suspended and no further claims shall be paid until the City is current in its payments to BCBSWY; and
- 12(b). BCBSWY agrees to hold the City harmless for any breach of confidentiality by BCBSWY of a Subscriber's or Dependent's records, including but not limited to costs, attorney fees, fines, penalties or interest, damages, judgments, settlements, or administrative expenses.

SECTION C. -- PERFORMANCE BY THE CITY

The City shall:

1. Provide to BCBSWY an approval of the Benefit Booklet;
2. Provide to BCBSWY a detailed description of any contemplated revisions in the Plan and appropriate amendments for attachment to the Benefit Booklet should any revisions actually be put into effect;
3. Provide to BCBSWY on a timely basis, and no less frequently than monthly, all Subscribers and Dependents newly entitled to benefits under the Plan, including all data as may be needed to enable BCBSWY to determine the benefits to which each Subscriber and Dependent may become entitled, in accordance with the provisions of the Benefit Booklet. Following the initial enrollment, additional Subscribers and Dependents may be added in accordance with the terms of the Benefit Booklet. Deletions or additions by the City to the list of Subscribers and Dependents shall be transmitted by the City to BCBSWY on a timely basis and no less frequently than monthly;
4. Determine the eligibility of Subscribers and Dependents to receive benefits;
5. Remit to BCBSWY, in consideration of services performed by BCBSWY, the fees, charges and paid claims as detailed in Section D and Attachment A of this Agreement;
6. Pay any and all premium taxes, licenses and fees now or hereafter levied by any governmental authority upon the City, or via fees or assessments levied against BCBSWY as the Claims Supervisor for the City (e.g. immunization assessments);
7. In the event of termination of this Agreement in accordance with Paragraphs 1 and 3 of Section G of this Agreement, forward to BCBSWY reimbursement for all run-out claims payments made on the City's behalf, along with any applicable run-out processing fees (as set forth in Attachment A to this Agreement);
8. Provide to BCBSWY written specifications of any special reporting requirements, as requested by the City, subject to the terms, if any, set forth in Attachment C to this Agreement;
9. The City or its designee other than BCBSWY shall be solely responsible for complying with all aspects of ERISA. This includes, without limitation: maintenance of the Plan pursuant to a written plan document; publication, distribution and required updating of the Summary Plan Description, summary annual report and summary of material modifications; preparation and filing of Form 5500 annual reports, all other reporting and disclosure requirements with respect to BCBSWY; and maintaining adequate funding, as required, to support the Plan, including funding until all claims and/or Plan liabilities, if any, have been satisfied after this Agreement terminates. The City will also be responsible for providing covered Subscribers, Dependents and BCBSWY with the document(s) that describe(s) the Plan and with sufficient copies of any summary document(s) describing, among others, Subscriber and Dependent eligibility requirements, Plan benefits, limitations, exclusions, and waiting periods;

10. The City shall be responsible for complying with COBRA. BCBSWY assumes no responsibility for COBRA compliance under the Plan unless stated in Attachment C to this Agreement, or otherwise agreed to by the parties in writing;
11. In the event a federal or state law or regulation mandates that the City make changes to the benefits of the Plan, or to the eligibility of Subscribers and Dependents, those mandated changes will become effective either at the time the law or regulation becomes effective, as a minimum, or on the date the City specifies, if appropriate, provided BCBSWY receives ninety (90) calendar days prior written notice of such date specified by the City. Such changes will be subject to any resultant charges to be paid by the City in accordance with BCBSWY's usual and customary practice;
12. The City agrees to hold BCBSWY harmless for any breach of confidentiality by the City of a Subscriber's or Dependent's records, including but not limited to costs, attorney fees, fines, penalties or interest, damages, judgments, settlements, or administrative expenses; and
13. The City, or its designee other than BCBSWY, shall be responsible for the status of the Plan under state and federal law.

SECTION D -- FUNDING ARRANGEMENTS

1. BCBSWY will notify the City, on or before Wednesday of each week, of the paid claims which shall consist of all claims paid on behalf of the City that have not been previously billed. The paid claims shall be due and payable upon giving of such notice to the City.
2. On the Wednesday following the last Friday of each calendar month, and concurrent with notification of claims paid as set forth in Paragraph 1 of this Section D, BCBSWY shall notify the City of any applicable fees due and payable that have not been previously billed. Such fees shall be due and payable upon giving of such notice to the City.
3. Before the Friday immediately following notification to the City of the amount due and payable for claims paid and any applicable fees, the City shall initiate a payment to BCBSWY through the electronic billing system by initiating payment each week. The amount of this payment will equal the paid claims as set forth in Paragraph 1 of this Section, and any applicable fees then due and payable, as set forth in Paragraph 2 of this Section and Attachment A to this Agreement. In the event BCBSWY does not receive full and complete payment of any and all amounts due and payable, for any reason, all obligations of BCBSWY under this Agreement shall terminate in accordance with Section G, Paragraph 2 of this Agreement.

SECTION E -- GENERAL PROVISIONS

1. Right to Change. BCBSWY shall have the right to change the Administrative Fee effective on the anniversary of the Effective Date of the Agreement (see Section F) of each year, upon giving not less than sixty (60) calendar days prior written notice to the City.

BCBSWY shall also have the right to change the Administrative Fee, to the extent deemed necessary by BCBSWY and agreed to by the City, whenever increased administrative expenses

are incurred because of a modification of the Benefit Booklet or this Agreement which expands the scope of services provided by BCBSWY.

2. Independent Contractor and Agent Status. BCBSWY, in performing its obligations hereunder, shall be acting as agent of the City and the rights and responsibilities of the parties hereto shall be determined in accordance with the law of agency except as otherwise herein provided. BCBSWY is not the partner, joint venturer, or employee of the City but, instead, is an independent contractor with respect to this Agreement. For the purposes of ERISA and any applicable State legislation of similar nature, the City shall be deemed the Plan Administrator and Plan Sponsor.
3. Funding Responsibility. The City shall have final responsibility and liability for payment of benefits in accordance with the provisions of the Benefit Booklet. BCBSWY shall not be liable for funding of such benefits, and shall not insure or underwrite the Plan. BCBSWY shall be responsible only for the performance of services identified in Section B and Attachment C of this Agreement.
4. Indemnification Generally. BCBSWY agrees to indemnify the City and hold the City harmless against any and all loss, damage and expense with respect to this Agreement, resulting from or arising out of the dishonest, fraudulent or criminal acts of BCBSWY and its employees and agents, acting alone or in collusion with others. BCBSWY shall not be held responsible for any liability allegedly arising out of its actions made pursuant to the terms and conditions of this Agreement, so long as BCBSWY shall fulfill its responsibilities and perform its designated services hereunder in a reasonable manner considering all the circumstances. In particular, BCBSWY shall not be liable for the payment or denial of any claims, in whole or in part, when such payment or denial is authorized by a good faith interpretation of the documents describing the benefits in the Benefit Booklet. Any liability resulting from such payment or denial shall accrue solely to the City and the defense of any such claimed liability shall be the primary and sole responsibility of the City. The City agrees to indemnify BCBSWY and hold BCBSWY harmless against any or all loss or damage occasioned by BCBSWY's denial of a claim.
5. Reliance on Information Provided. BCBSWY shall be entitled to rely on all information provided by the City and its agents and representatives as being true and correct. BCBSWY is not responsible for the accuracy of any information provided by the City, including eligibility and election transactions for Subscribers and Dependents. The City agrees to hold BCBSWY harmless, and indemnify BCBSWY for any losses, from any inaccuracy of information contained in any enrollment transaction.
6. Subscriber and Dependent Listings. The City agrees to provide BCBSWY, on an as-requested and timely basis, with a current and updated listing of all Subscribers and Dependents, which will be maintained at BCBSWY. The City will be responsible for all costs and expenses associated with failure to maintain an accurate and current listing with BCBSWY, unless such costs and expenses are due to an error on BCBSWY's part.
7. Incorrect Payments. If any payment shall have been made hereunder to an ineligible Subscriber or Dependent, or if it shall be determined that more than the correct amount has been paid by BCBSWY, BCBSWY shall use reasonable efforts to attempt to recover the payments. The City agrees that BCBSWY's obligation under this paragraph is satisfied if

BCBSWY makes a single written demand of the Subscriber or Dependent at their last known address. BCBSWY shall not be required to initiate court proceedings for any such recovery. If BCBSWY should be unsuccessful in recovering the payments, BCBSWY shall so notify the City in order that it may take such action as may be available to it.

8. Experts and Legal Counsel. BCBSWY may seek the services of experts, in performing its obligations hereunder, at the expense of BCBSWY. BCBSWY shall consult with the City or legal counsel designated by the City when legal or extraordinary benefit matters seem to be involved. The defense of any legal action on a claim for benefits shall be the obligation of the City.
9. Reliance on Communications Received. BCBSWY shall be entitled to rely upon any communication believed by BCBSWY to be genuine and to have been signed or presented by the proper party or parties.
10. Notice. Neither party shall be bound by any notice, amendment, direction, or request that is required under the terms of Section G or Paragraph 12 of Section E of this Agreement unless and until it has been sent by Certified U.S. Mail, Federal Express, or like express or delivery service providing package tracking and delivery verification services, prepaid and properly-addressed, to the other party at its office listed below. All such notices shall be effective on the date of deposit with the United States Postal Service, Federal Express, or like express or delivery service.

BCBSWY U.S. Mail	BCBSWY Delivery	THE CITY U.S. Mail	THE CITY Delivery
P.O. Box 2266 Cheyenne, WY 82003	4000 House Ave. Cheyenne, WY 82001	212 D Street Rock Springs, WY 82901	212 D Street Rock Springs, WY 82901

11. Independent Corporation. The City, on behalf of itself and the Subscribers and Dependents, hereby expressly acknowledges its understanding that this Agreement constitutes a contract solely between the City and BCBSWY, that BCBSWY is an independent corporation operating under a license with the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans, the Association permitting BCBSWY to use the Blue Cross and Blue Shield Service Marks in the State of Wyoming, and that BCBSWY is not contracting as the agent of the Blue Cross and Blue Shield Association. The City further acknowledges and agrees that it has not entered into this Agreement based upon representations by any person other than BCBSWY and that no person, entity, or organization other than BCBSWY shall be held accountable or liable to the City or any other person, entity, or organization for any of BCBSWY's obligations to the City created under this Agreement. This paragraph shall not create any additional obligations whatsoever on the part of BCBSWY other than those obligations created under other provisions of this Agreement.
12. Applicable Law & Proper Venue. This Agreement shall be construed and enforced according to the laws of the State of Wyoming, without reference to the conflict of laws provisions thereof. Any action brought under or related to this Agreement or the performance of any duties or obligations hereunder shall be properly brought in the District Court of the First Judicial District of Wyoming in Cheyenne, Wyoming, or in the United States Court for the District of Wyoming in Cheyenne, Wyoming.

13. Entire Agreement. This Agreement, together with any exhibits, attachments and/or amendments appended hereto, constitutes the entire Agreement between the parties. No promises, terms, conditions or obligations other than those contained in this Agreement shall be valid or binding. Any prior agreements, statements, promises, negotiations, inducements or representations, either oral or written, made by either party or agent of either party that are not contained in this Agreement are of no force and effect. No modification of the terms or provisions of this Agreement shall be effective unless evidenced by a written amendment hereto, signed by an authorized officer or a duly authorized employee of the City and BCBSWY, unless the change is mandated by law.
14. Confidentiality. All Subscriber and Dependent records shall be kept confidential and considered proprietary. Because the City may have access to claims history information and responsibility for claims adjudication, the City shall be responsible for any breach of confidentiality in its access, review or use of such information.
15. Incorporation by Reference. This Agreement hereby incorporates by reference the terms and conditions of the Benefit Booklet. In the event of a conflict between the terms of this Agreement and the Benefit Booklet, this Agreement's language shall be applied and will control.
16. Waiver. Failure of either party at any time to require performance by the other party of any provision of this Agreement shall not be deemed to be a continuing waiver of that provision or a waiver of any other provision of this Agreement.
17. Paragraph Headings. The headings of paragraphs and sections contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement.
18. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.
19. Incentive Programs. The parties acknowledge that BCBSWY may, from time-to-time, receive incentives or other benefits from Stop Loss carriers such as conferences, social events, or compensation if BCBSWY enrolls in a program based on new production and renewal persistency.

SECTION F -- DURATION OF AGREEMENT

This Agreement shall take effect on March 1, 2019 ("Effective Date"), and shall automatically renew on each subsequent anniversary date for an additional twelve (12) month period, unless terminated pursuant to Section G.

SECTION G -- TERMINATION OF AGREEMENT

1. Either BCBSWY or the City may terminate this Agreement by giving to the other, at least thirty (30) calendar days prior to the date of termination, written notice of its intention to terminate the Agreement.

2. The Agreement shall automatically terminate:
 - a. If any governmental authority enacts a law or interprets existing law to prohibit the continuance of this Agreement, upon the effective date of such law or interpretations; or
 - b. If any fee or remittance, as provided in Section D, remains unpaid to BCBSWY past the due date, provided BCBSWY has notified the City in writing of intent to cancel. If no payment has been received from the City within five (5) calendar days of the notification of intent to cancel, written notification of cancellation will be sent to the City by BCBSWY; or
 - c. Immediately upon the City's seeking protection against payment of obligations to its creditors through the use of the Bankruptcy courts, whether or not any payments are due to BCBSWY.
3. Upon termination of this Agreement under Paragraph 1 of this Section G and the written request of the City, BCBSWY shall complete the processing of all claims for benefits incurred prior to the termination of the Agreement which are filed with BCBSWY within six (6) months following such termination, provided that the City pays the Run-Out Processing Fee shown in Attachment A to this Agreement, and continues to reimburse BCBSWY for the paid claims as set forth in Section D, Paragraphs 1 and 2 of this Agreement. The City's request for Run-Out Processing Services shall be made as part of the termination notice set forth in Paragraph 1 of this Section G. If the City does not request Run-Out Processing Services at the time of notification of intent to terminate this Agreement, or if this Agreement is terminated under Paragraph 2 of this Section G, BCBSWY shall have no further duties of performance hereunder, except that BCBSWY will cause orderly transfer of records and funds, if any, from BCBSWY to the City or to such other person or entity as the City may designate.

[Remainder of Page Intentionally Left Blank]

SECTION H -- EXECUTION OF AGREEMENT

The parties hereto have caused this Agreement to be executed by their respective officers, duly authorized to do so, to take effect as of the date specified in Section F.

THE CITY OF ROCK SPRINGS

By: _____

Title: _____

Date: _____

BLUE CROSS BLUE SHIELD OF WYOMING A Wyoming Nonprofit Corporation

By: _____

Title: _____

Date: _____

ATTACHMENT A

The following fees and charges shall apply as of the Effective Date:

1. ADMINISTRATIVE FEE: \$46.35 per Subscriber per month
2. NETWORK FEE: Included in Administrative Fee
3. UTILIZATION REVIEW FEE: Included in Administrative Fee
4. OTHER FEES AND CHARGES:

Run-out processing fee – If processing of run-out claims is requested in writing by the City, the Run-Out Processing Fee shall be billed to the City on the first claims billing following the date of termination of the Administrative Services Agreement. The Run-Out Processing Fee will be a one-time fixed fee calculated at \$115.88 times the average number of Subscribers and COBRA-eligibles covered during the three (3) calendar months prior to the date of termination, as calculated by BCBSWY.

ATTACHMENT B

ACCESS FEES: Disclosure to Accounts

Only the BlueCard Program Access Fee may be charged separately each time a claim is processed through the BlueCard Program. All other BlueCard Program-related fees are included in the General Administrative Fee.

The Access Fee is charged by the Host Blue to Blue Cross Blue Shield of Wyoming for making its applicable provider network available to Blue Cross Blue Shield of Wyoming's Subscribers. The Access Fee will not apply to nonparticipating provider claims. The Access Fee is charged on a per-claim basis and is charged as a percentage of the discount/differential Blue Cross Blue Shield of Wyoming receives from the applicable Host Blue subject to a maximum of \$2,000 per claim. When charged, Blue Cross Blue Shield of Wyoming passes the Access Fee directly on to the Group.

Instances may occur in which the claim payment is zero or Blue Cross Blue Shield of Wyoming pays only a small amount because the amounts eligible for payment were applied to patient cost sharing (such as a deductible or coinsurance). In these instances, Blue Cross Blue Shield of Wyoming will pay the Host Blue's Access Fee and pass it along directly to the Group as stated above even though the Group paid little or had no claim liability.

A General Administrative Fee encompasses fees Blue Cross Blue Shield of Wyoming charge to the Group for administering Blue Cross Blue Shield of Wyoming's benefit plan. They may include both local [within Blue Cross Blue Shield of Wyoming's service area] and Inter-Plan fees. For purposes of this agreement, they include the following BlueCard Program-related fees other than the BlueCard Program Access Fee: namely, Administrative Expense Allowance (AEA) Fee, Central Financial Agency Fee, ITS Transaction Fee, Toll-Free Number Fee, PPO Provider Directory Fee and BlueCard Worldwide Program Fees, if applicable.

Inter-Plan Arrangements Fees:	
<i>BlueCard® Program Fees</i>	
Access Fees:	2019: 4.14% of network savings, capped at \$2,000.00 per claim.

ATTACHMENT C SUPPLEMENTAL SERVICES

The supplemental services to be provided by BCBSWY, beginning on the Effective Date, are as follows:

1. Additional reports not specified in this Agreement, as requested by the City and agreed to by BCBSWY, to be billed at an hourly rate to be determined by BCBSWY and agreed to by the City.
2. At the request of the City, act as broker for The City in obtaining reinsurance and/or stop-loss coverage from an Excess Loss Insurer. BCBSWY may receive a commission in exchange for this service.
3. Pass-through of applicable reinsurance and/or stop-loss coverage premium(s) to the Excess Loss Insurer(s) designated by the City, less applicable commission(s), if any.
4. When requested and agreed, BCBSWY will file Stop Loss Claims with the Excess Loss Insurer designated by the City and, as requested, provide to the Excess Loss Insurer data as available from that maintained by BCBSWY pursuant to this Agreement.
5. Subrogation services BCBSWY uses in its normal course of business will be utilized. BCBSWY does not warrant or guarantee results or particular service levels, either on specific claims or overall. A fee of twenty percent (20%) of the amount recovered (twenty-four percent (24%) of the amount recovered for look back services, if applicable) will be retained.
6. Pharmacy rebates that are obtained by BCBSWY through contract, negotiation or otherwise are passed through to the City. BCBSWY retains 0% of these pharmacy rebates and the City retains 100% of these pharmacy rebates.
7. Subject to the conditions precedent set forth in the "COBRA Duties Schedule" [Attachment D to this Agreement] BCBSWY will perform certain ministerial functions arising under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), but only to the extent set forth in the "COBRA Duties Schedule." All fiduciary duties arising under COBRA remain the sole responsibility of the City.
8. Administration of Utilization Review services.

ATTACHMENT D
"COBRA DUTIES SCHEDULE"

In furtherance of the City's fiduciary duties arising under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and subject to the conditions precedent set forth below, BCBSWY hereby agrees to ensure performance of the following ministerial functions on behalf of the City during the time that the Administrative Services Agreement between them and the related health care benefits Plan are in effect:

1. Provide notification of COBRA rights and obligations to each Plan Participant and his/her spouse as provided by the City.
2. Provide notification of COBRA rights and obligations to newly acquired spouses of Plan Participants when BCBSWY is advised of such acquisition by the City.
3. Provide a COBRA statement of rights and election form to a Qualified Beneficiary of record within 14 days of BCBSWY receiving notice from the City of a Qualifying Event for such Beneficiary within 30 days of such Event.
4. Provide a COBRA statement of rights and election form to a Qualified Beneficiary of record within 14 days of BCBSWY receiving notice from the Beneficiary within 60 days of the Beneficiary's divorce, legal separation, or dependent child ceasing to be a dependent of such Beneficiary.
5. Maintain a list of all COBRA Continuees who have elected continuation of coverage under COBRA and the types of coverage elected.
6. Bill COBRA Continuees for their applicable COBRA premium, including any applicable COBRA administrative fee, as directed by the City. BCBSWY will ensure that the applicable COBRA premium and the COBRA administrative fee is forwarded to the City.
7. Provide shortage notices and partial payment notices to COBRA Continuees and monitor the 30-day grace period for payment of past-due premium amounts.
8. Provide notice to COBRA Continuees of changes in COBRA premium amount within 60 days of the effective date of such changes by the Plan.
9. Maintain a list of COBRA premium accounts receivable based on the COBRA elections made by COBRA Continuees.
10. Maintain information on COBRA Continuees' coverage extensions (i.e. disability and/or secondary Qualifying Event)
11. Terminate a COBRA Continuee's coverage upon receipt of notice from the City of Continuee's entitlement to Medicare.
12. Provide notice to COBRA Continuees before the end of their maximum period of COBRA coverage of the right to convert to a direct payment contract, if applicable.

["COBRA Continuee" means Plan Participants and Beneficiaries who are in their 60-day COBRA election period, or have elected COBRA continuation of coverage. "Qualified Beneficiary" means those persons eligible for COBRA continuation of coverage, as defined in federal law. "Qualifying Event" means an event consisting of: 1) the divorce or legal separation of an employee covered by the Plan; 2) the ineligibility of such employee's family member for dependent coverage under the Plan; 3) the termination or reduction in hours of such employee's employment; 4) such employee's entitlement to Medicare benefits; 5) the death of such employee; or 6) such employee's termination or suspension of employment to perform military service.]

All actions and duties of the City as set forth above are conditions precedent to BCBSWY's ensuring performance of any ministerial functions in furtherance of the City's fiduciary duties arising under COBRA. Failure of the City to perform any of the above-listed actions and duties will render the City's delegation of any COBRA ministerial functions relative to any Participant, Beneficiary, Qualified Beneficiary or COBRA Continuee in question to be null and void. All fiduciary duties arising under COBRA remain the sole responsibility of the City, notwithstanding any other provision of this COBRA Duties Schedule, this Administrative Services Agreement, or any other agreement between BCBSWY and the City, written or otherwise.