

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**FOURTH AMENDMENT TO
AGREEMENT FOR THIRD PARTY CLAIMS ADMINISTRATION SERVICES
PURSUANT TO RFP 16-086**

THIS FOURTH AMENDMENT OF THE AGREEMENT FOR THIRD PARTY CLAIMS ADMINISTRATION SERVICES PURSUANT TO RFP 16-086 is made and entered into by and between FORT BEND COUNTY, TEXAS, is made and entered into is entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Boon Chapman Benefit Administrators, Inc., (hereinafter "Boon Chapman") a company authorized to conduct business in the State of Texas.

W I T N E S S E T H

WHEREAS, on or about December 20, 2016, the Parties entered into AGREEMENT FOR THIRD PARTY CLAIMS ADMINISTRATION SERVICES PURSUANT TO RFP 16-086, which was amended on September 26, 2017, November 20, 2017 and last amended on December 19, 2017; all prior documents incorporated by reference and collectively referred to "Agreement;" and

WHEREAS, the Parties wish to renew the services for another one year term;

NOW THEREFORE, for and in consideration of the mutual benefits to be derived by the parties hereto, County, and Contractor agree as follows:

- I. The Agreement is hereby renewed; effective January 1, 2019 and shall terminate on December 31, 2019. Terms, conditions, pricing and additional renewal periods shall remain the same except as noted herein. Upon termination, this Agreement may be renewed on the same terms and conditions at County's sole discretion. Either party shall have the right to terminate this Agreement as provided in the Agreement.
- II. Exhibit H, Stop Loss Scope of Work is amended by adjusting the format and adding the following:
 - A. Effective January 1, 2018, Boon Chapman will provide Stop-Loss coverage services to include: securing coverage with a vendor acceptable to the County's Risk Management director, billing for the stop-loss premiums in the monthly billing cycle, and remitting the premium to the stop-loss vendor. Additionally, Boon Chapman will file the specific and aggregate stop-loss claims as they occur, and provide monthly reports to the stop-loss vendor on

County's behalf and provide copies of same to County. The fee for this service shall not exceed \$10,200.00 which shall be payable in one sum in accordance with Section 4.2 of the AGREEMENT FOR Third Party Claims Administration Services pursuant to RFP 16-086.

- B. The Parties also agree that in the provision of Stop Loss Services, Boon Chapman will collect the carrier's premiums from County and remit the premiums to the carrier, serving as intermediary between County and the carrier in collecting and remitting both the premiums and the authorized payments. Boon Chapman does not retain premiums. Payment of premiums owed to the carrier is separate from payment to Boon Chapman for compensation for services, even though Boon Chapman's services include payment of premiums. The Parties acknowledge and agree that this described distinction of service fee and coverage premium memorializes the process intended and used since execution of the original Agreement.
- C. Boon Chapman will ensure that the Stop Loss coverage rates and factors are based upon the most recent claims experience as requested by the carrier and meets the following requirements:
- i. Specific Coverage: Boon Chapman will secure specific coverage with a 12/36 contract covering both medical and prescriptions to eliminate large claim run off liability. The applicable deductible shall not exceed \$300,000 per individual, except any specific lasers identified by the stop loss carrier. Premium cost shall not exceed \$63.96 per employee per month or an estimated \$2,258,044/year.
 - ii. Aggregate Coverage: Boon Chapman will secure aggregate coverage associated with the \$300,000 specific coverage at a cost not to exceed \$1.30 per employee per month (or \$45,895 annually) with an aggregate factor of \$688.60. The contract (12/12 for medical only) will remain the same as last year.
- D. All coverage obtained shall comply with attachment I to this Amendment, which are Riders to the Stop Loss Policy to be obtained by Boon Chapman. County hereby authorizes the County Risk Management Director to execute the documents in Exhibit I on behalf of the County.

III. Exhibit C, Pricing Schedule is amended by adding the following:

Service	Cost
Access Fee for PPO Network	\$11.88 per employee per month

- IV. Section 5, Limit of Appropriation, is amended to permit additional funding to the total maximum annual compensation that Boon Chapman may become entitled to under the Agreement. The Parties agree that Section 5.1 shall now read:

Boon Chapman does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum annual compensation that Boon Chapman may become entitled to for capitated fees, unless there is an increase in enrollment, and the total maximum sum that County may become liable to pay to Boon Chapman shall not under any conditions, circumstances, or interpretations thereof exceed \$2,000,000.00 for the service year covered by the Fourth Amendment to the Agreement.

- V. Section 25, Conflict, is amended as follows:

In the event there is a conflict, the following have priority with regard to the conflict: first: this document titled "FOURTH AMENDMENT OF THE AGREEMENT FOR THIRD PARTY CLAIMS ADMINISTRATION SERVICES PURSUANT TO RFP 16-086;" second: First through Third amendments with preference to the most recently executed, third: "AGREEMENT FOR THIRD PARTY CLAIMS ADMINISTRATION SERVICES PURSUANT TO RFP 16-086;" fourth: Exhibit D Business Associates Agreement; fifth: RFP 16-086 fifth: Exhibit C: Fee Schedule; and sixth: Exhibit G: PBM Scope of Work. Exhibit E: Security Policies and Exhibit F: Boon Chapman Original Response dated May 16, 2016, Optional Services will have no priority with regard to any conflict because they are included only for reference.

- VI. Section 26, Certain State Law Requirements for Contracts:, is added:

SECTION XX: Certain State Law Requirements for Contracts: The contents of this Section are required by Texas Law and are included by County regardless of content.

26.1 Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature below, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

26.2 Texas Government Code Section 2251.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153

- VII. Except as modified herein, any prior executed document remain in full force and effect and has not been modified or amended.

IN TESTIMONY OF WHICH, THIS AMENDMENT shall be effective upon execution of all parties.

“County”

FORT BEND COUNTY

By: _____
Robert E. Hebert, County Judge

ATTEST:

Date: _____

Laura Richard, County Clerk

“Contractor”

Boon Chapman Benefit Administrators, Inc.,

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

Name Date: _____

Exhibit I: Riders to the Stop Loss Policy

AUDITOR’S CERTIFICATE

I hereby certify that funds are available in the amount of _____ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Edward Sturdivant, County Auditor